

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, JULY 28, 1998
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Lutts.
3. Approve minutes of meeting of July 14, 1998.
4. Announcements and Public Comments.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
7. Discuss and consider approving waiver of tax penalty and interest.
8. Discuss and consider authorization for Charter Films, Inc. to film movie in Old Courthouse.
9. Discuss and consider renewal of Electronic Payment Agreement with Frost National Bank.
10. ELECTIONS: Discuss and consider appointment of election judges and alternate judges.
11. EMERGENCY MEDICAL SERVICES: Discuss and consider approving the following Third Party Rider Agreements and First Responder Agreements (Interlocal Cooperation Agreements) between Fort Bend County Emergency Medical Services and the following Fire Departments: Beasley Fire Department, Community Fire Department, Fairchild Fire Department, Fresno Fire Department, Fulshear Fire Department, Needville Fire Department, Northeast Fort Bend County Fire Department, Pecan Grove Fire Department, Richmond Fire Department, Rosenberg Fire Department and Thompsons Fire Department.
12. GRANTS/RECORDS MANAGEMENT:
 - (1) Discuss and consider authorizing Fort Bend County's Grant Administrator to apply for 1998 Local Law Enforcement Block Grant funds in the amount of \$73,159.
 - (2) Discuss and consider designating a funding source for Optimum Affirmative Action Services in the amount of \$2,787.50.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building,
Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

13. **HEALTH DEPARTMENT:** Discuss and consider approving Contract with Texas Department of Health in the amount of \$89,381.00 for an immunization program.
14. **SHERIFF'S DEPARTMENT:** Discuss and consider approving Agreement in the amount of \$100.00 per month with Deputy Keith Pikett for the supplemental care and feeding of three bloodhound tracking dogs to be used as part of the Fort Bend County Search and Rescue Team.

CONSENT AGENDA ITEMS 15-18:

15. **COMMUNITY DEVELOPMENT:** Consider and approve the Modification of Agreement with the Sequoia Foundation, Inc. and Fort Bend County.
16. **ENGINEERING:**
 - (1) Consider approving application from Southwestern Bell Telephone Company to bury cable along Modena School Road, Pct. 1.
 - (2) Consider approving application from Southwestern Bell Telephone Company to bury cable under Hartledge, Pct. 1.
 - (3) Consider approving application from GTE Network Services to bury cable along Brand Lane, Pct. 2.
 - (4) Consider approving application from Damon Homes, Incorporated to construct residential driveway tie-in on Summerland Court, Pct. 4.
 - (5) Consider releasing cashier's check #4290027916 in the amount of \$2,000.00 to Southeastern Pipeline Company for completion of work on Pilcik Road, Pct. 1.
 - (6) Consider accepting streets for Greatwood Arbor and release bond #3SM 909 826 00 in the amount of \$129,750.00, Pct. 1.
 - (7) Consider accepting streets for Greatwood Arbor, Section 2 and release bond #3SM 909 823 00 in the amount of \$128,400.00, Pct. 1.
 - (8) Consider accepting streets for Greatwood Shores, Section 3 and release bond #3SM 909 829 00 in the amount of \$114,600.00, Pct. 1.
 - (9) Consider accepting streets for the Landing at Greatwood, Section 2 and release bond #3SM 909 825 00 in the amount of \$74,696.50, Pct. 1.
 - (10) Set public hearing for traffic control devices for Greatwood Arbor, Greatwood Arbor Section 2, Greatwood Shores Section 3, and the Landing at Greatwood, Section 2, Pct. 1.
 - (11) Consider accepting road right-of-way easements from Michael & Janet F. Tillman, Bobby & Sherri L. Barton, and Chad & Ann Dubay, and consider accepting part of Baker Road (1974.73 LF) in the Mehrens Estates Subdivision, into the County Maintenance System, Pct. 1.
 - (12) Set public hearing for traffic control devices for (a) Greatwood Parkway East Phase I street dedication and golf course reserves (b) Greatwood Parkway East Phase Two street dedication (c) Greatwood Parkway East Phase Three street dedication (d) Greatwood Riverbrook Drive phase Two street dedication (e) Greatwood Riverbrook Drive phase Three street dedication and (f) Greatwood Estates, Pct. 1.

- (13) Consider approving the plat for Vinings II Apartments, Pct. 2.
 - (14) Consider approving the reduction bond for Stratford Park Village Three, from \$124,400.00 to \$30,105.00, Pct. 4.
 - (15) Consider setting public hearing for the changing of road names and accept road name corrections or clarifications approved by the 911 Committee in Fort Bend County.
17. **RISK MANAGEMENT:**
- (1) Consider accepting settlement for subrogation claim in the amount of \$1200.00.
 - (2) Consider authorizing payments for damages to County vehicles and non-County vehicles in the amount of \$5,402.29.
18. **TAX ASSESSOR/COLLECTOR:**
- (1) Record the June, 1998 monthly report in the minutes.
 - (2) Consider and approve the following over \$500.00 refunds:

Victor & Mary Burrer	\$600.98
Ralph K. Stanlwy	\$629.10
-
19. 1:30 p.m. - Hold Public Hearing and consider taking action on the following:
- (1) acceptance of the traffic control plan for River Forest, Section 2 and River Forest, Section 3, Pct. 4.
 - (2) acceptance of traffic control plan for Cinco Ranch Meadow Place, Section 4, Pct. 3
 - (3) partial replat of Kingsbridge Court, Section 1, unrestricted reserves "D" & "E" and unrestricted reserve "D-1" partial replat, Providence, Section 4, Pct. 3.
20. **PURCHASING:**
- (1) Authorize advertising for bids:
 - (a) Janitorial Services, Courthouse complex.
 - (b) Redi-mix concrete.
 - (2) Consider granting exemption to the competitive bid process as authorized by Sec. 262.024 Texas Local Government Code, for a Professional Service - Audit Service of County's health care plan; and, consider accepting contract from Wolcott & Associates for Audit Services of County's health care plan.
 - (3) Consider taking action on Bid #98-057 - Lease of Snack Room Wm. B. Travis Bldg.
 - (4) Consider taking action on Q98-055 - Facilities Utilization Consultant.
21. Approve bills.
22. **Meet in Closed Session** to discuss the following matters:
- (1) **Threatened Litigation.**
 - (2) **Land Matters:** Precinct 2.
 - (3) **Personnel Matters:** (a) Department Head Reviews. (b) Department Heads.
- as authorized by TX Gov. Code, Sec. 551/071/072/074; **and consider taking action in Open Session.**

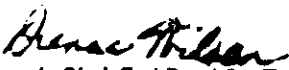
23. Adjournment.

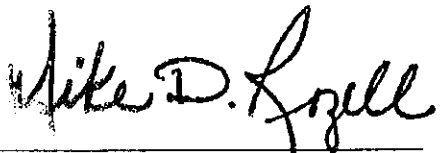
In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

FILED FOR RECORD

TIME 2:12 AM

JUL 22 1998


County Clerk Fort Bend Co. Texas


Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Wednesday, July 22, 1998 by Mandi G. Brownlee.

**ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, JULY 28, 1998
1:00 O'CLOCK P.M.**

The following items should be added to the agenda of Fort Bend County Commissioners Court for Tuesday, July 28, 1998:

- (1) **EMERGENCY MANAGEMENT:** Discuss and consider extension of Burn Ban-Declaration of Local State of Disaster approved on 7-14-98.
- (2) **COUNTY ATTORNEY:** Discuss and consider declaration of public necessity for condemnation of right of way to permit traffic to and from the intersection of FM 2759 and the county road dedicated on February 24, 1998 in Agenda Item 29(4), recorded in the Fort Bend County Deed Records Film Code Number 9812767.
- (3) **COMMISSIONER PCT. 1:** Discuss and consider authorizing the Health Department to employ a Registered Sanitarian.

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

FILED IN RECORD
TIME 4:48 AM
JUL 24 1998

Bernice Thibodeau
County Clerk Fort Bend Co. Texas

Mike D. Rozell

Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, July 24, 1998 by Mandi G. Bronsell.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

MINUTES

BE IT REMEMBERED, That on this 28TH DAY of JULY, 1998 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

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

When the following were heard and the following orders passed:

1. Call to Order.

Call to Order by Judge Rozell at 1:02 p.m.

2. Invocation and Pledge of Allegiance by Commissioner Lutts.

Invocation and Pledge of Allegiance by Commissioner Lutts.

3. Approve minutes of meeting of July 14, 1998.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve minutes of meeting of July 14, 1998 with correction on item #6 as presented by Dianne Wilson, County Clerk.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

4. Announcements and Public Comments.

Congratulations to Commissioner Prestage on his 40th birthday this week.

5. Approve line item transfers in budgets and funds.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds for JUVENILE DETENTION, HEALTH DEPARTMENT, ROAD & BRIDGE and INDIGENT HEALTH CARE as presented by Jim Edwards, Budget Officer.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

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

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and carried, it is ordered to approve out-of-state travel requests for MIS, ELECTIONS ADMINISTRATION, DISTRICT ATTORNEY STAFF, SOCIAL SERVICES and ROAD & BRIDGE.

Judge Rozell	not voting
Commissioner O'Shieles	yes
Commissioner Prestage	yes
Commissioner Meyers	no - Road & Bridge, Elections & Social Services yes- District Attorney Staff & MIS
Commissioner Lutts	yes

7. **Discuss and consider approving waiver of tax penalty and interest.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to deny waiver of tax penalty and interest for Jack L. & Mattie L. Ripley.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

8. **Discuss and consider authorization for Charter Films, Inc. to film movie in Old Courthouse.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and carried (3-1), it is ordered to approve authorization for Charter Films, Inc. to film movie scene in Old Courthouse for 3 days for \$500.00 rental.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	no
Commissioner Prestage	yes		

9. **Discuss and consider renewal of Electronic Payment Agreement with Frost National Bank.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried 4-0), it is ordered to renew electronic payment agreement with Frost National Bank.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

10. **ELECTIONS: Discuss and consider appointment of election judges and alternate judges.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to accept list and approve appointment of election judges and alternate judges as presented by Robin Heiman, Elections Administration.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- 11. EMERGENCY MEDICAL SERVICES: Discuss and consider approving the following Third Party Rider Agreements and First Responder Agreements (Interlocal Cooperation Agreements) between Fort Bend County Emergency Medical Services and the following Fire Departments: Beasley Fire Department, Community Fire Department, Fairchild Fire Department, Fresno Fire Department, Fulshear Fire Department, Needville Fire Department, Northeast Fort Bend County Fire Department, Pecan Grove Fire Department, Richmond Fire Department, Rosenberg Fire Department and Thompsons Fire Department.**

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve Third Party Rider Agreements and First Responder Agreements (Interlocal Cooperation Agreements) between Fort Bend County Emergency Medical Services and the above fire departments.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- 12. GRANTS/RECORDS MANAGEMENT:**
(1) Discuss and consider authorizing Fort Bend County's Grant Administrator to apply for 1998 Local Law Enforcement Block Grant funds in the amount of \$73,159.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize Fort Bend County's Grant Administrator to apply for 1998 Local Law Enforcement Block Grant funds in the amount of \$73,159.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- (2) Discuss and consider designating a funding source for Optimum Affirmative Action Services.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to designate Fees & Services Non-Departmental as funding source for Optimum Affirmative Action Services.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- 13. HEALTH DEPARTMENT: Discuss and consider approving Contract with Texas Department of Health in the amount of \$89,381.00 for an immunization program.**

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve contract with Texas Department of Health in the amount of \$89,381.00 for an immunization program.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

14. **SHERIFF'S DEPARTMENT:** Discuss and consider approving Agreement in the amount of \$100.00 per month with Deputy Keith Pikett for the supplemental care and feeding of three bloodhound tracking dogs to be used as part of the Fort Bend County Search and Rescue Team.

Pass.

CONSENT AGENDA ITEMS 15-18:

15. **COMMUNITY DEVELOPMENT:** Consider and approve the Modification of Agreement with the Sequoia Foundation, Inc. and Fort Bend County.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve the Modification of Agreement with the Sequoia Foundation, Inc. and Fort Bend County.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

16. **ENGINEERING:**

- (1) Consider approving application from Southwestern Bell Telephone Company to bury cable along Modena School Road, Pct. 1.
- (2) Consider approving application from Southwestern Bell Telephone Company to bury cable under Hartledge, Pct. 1.
- (3) Consider approving application from GTE Network Services to bury cable along Brand Lane, Pct. 2.
- (4) Consider approving application from Damon Homes, Incorporated to construct residential driveway tie-in on Summerland Court, Pct. 4.
- (5) Consider releasing cashier's check #4290027916 in the amount of \$2,000.00 to Southeastern Pipeline Company for completion of work on Pilcik Road, Pct. 1.
- (6) Consider accepting streets for Greatwood Arbor and release bond #3SM 909 826 00 in the amount of \$129,750.00, Pct. 1.
- (7) Consider accepting streets for Greatwood Arbor, Section 2 and release bond #3SM 909 823 00 in the amount of \$128,400.00, Pct. 1.
- (8) Consider accepting streets for Greatwood Shores, Section 3 and release bond #3SM 909 829 00 in the amount of \$114,600.00, Pct. 1.
- (9) Consider accepting streets for the Landing at Greatwood, Section 2 and release bond #3SM 909 825 00 in the amount of \$74,696.50, Pct. 1.
- (10) Set public hearing for traffic control devices for Greatwood Arbor, Greatwood Arbor Section 2, Greatwood Shores Section 3, and the Landing at Greatwood, Section 2, Pct. 1.
- (11) Consider accepting road right-of-way easements from Michael & Janet F. Tillman, Bobby & Sherri L. Barton, and Chad & Ann Dubay, and consider accepting part of Baker Road (1974.73 LF) in the Mehrens Estates Subdivision, into the County Maintenance System, Pct. 1.
- (12) Set public hearing for traffic control devices for (a) Greatwood Parkway East Phase I street dedication and golf course reserves (b) Greatwood Parkway East Phase Two street dedication (c) Greatwood Parkway East Phase Three street dedication (d) Greatwood Riverbrook Drive phase Two street dedication (e) Greatwood Riverbrook Drive phase Three street dedication and (f) Greatwood Estates, Pct. 1.

item #16 continued - Engineering:

(13) Consider approving the plat for Vinings II Apartments, Pct. 2.

(14) Consider approving the reduction bond for Stratford Park Village Three, from \$124,400.00 to \$30,105.00, Pct. 4.

(15) Consider setting public hearing for the changing of road names and accept road name corrections or clarifications approved by the 911 Committee in Fort Bend County.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve items 16(1) through 16(15) and set public hearings for items 16(10),(12) and (15) on August 25, 1998 at 1:30 p.m. for Engineering Department.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

17. RISK MANAGEMENT:

(1) Consider accepting settlement for subrogation claim in the amount of \$1200.00.

(2) Consider authorizing payments for damages to County vehicles and non-County vehicles in the amount of \$5,402.29.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve items 17(1) and 17(2) for Risk Management.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

18. TAX ASSESSOR/COLLECTOR:

(1) Record the June, 1998 monthly report in the minutes.

(2) Consider and approve the following over \$500.00 refunds:

Victor & Mary Burrer	\$600.98
Ralph K. Stanlwy	\$629.10

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve items 18(1) and 18(2) for Tax Assessor/ Collector.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

19. **1:30 p.m. - Hold Public Hearing and consider taking action on the following:**
(1) acceptance of the traffic control plan for River Forest, Section 2 and River Forest, Section 3, Pct. 4.

No public comments.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to accept revised 7-27-98 report from Engineering for traffic control plan for River Forest, Section 2 and River Forest, Section 3, Pct. 4.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- (2) acceptance of traffic control plan for Cinco Ranch Meadow Place, Section 4, Pct. 3.**

No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to accept traffic control plan for Cinco Ranch Meadow Place, Section 4, Pct. 3.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

- (3) partial replat of Kingsbridge Court, Section 1, unrestricted reserves "D" & "E" and unrestricted reserve "D-1" partial replat, Providence, Section 4, Pct. 3.**

No public comments.

No Court action.

20. **PURCHASING:**
(1) Authorize advertising for bids:
(a) Janitorial Services, Courthouse complex.
(b) Redi-mix concrete.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize advertising for bids for items 20(1)(a) and 20(1)(b) as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

item #20 continued - Purchasing:

(2) Consider granting exemption to the competitive bid process as authorized by Sec. 262.024 Texas Local Government Code for a Professional Service - Audit Service of County's health care plan; and, consider accepting contract from Wolcott & Associates for Audit Services of County's health care plan.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to grant exemption to the competitive bid process as authorized by Sec. 262.024 Texas Local Government Code for a Professional Service - Audit Service of County's health care plan; and, consider accepting contract from Wolcott & Associates for Audit Services of County's health care plan as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(3) Consider taking action on Bid #98-057 - Lease of Snack Room Wm. B. Travis Bldg.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize County Attorney and Purchasing Agent to negotiate contract with Suzy Wood for lease of snack room Wm. B. Travis Bldg. pursuant to bid #98-057 and present same to court at a later date as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(4) Consider taking action on Q98-055 - Facilities Utilization Consultant.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to readvertise for qualification statements on Q98-055 Facilities Utilization Consultant as presented by Gilbert Jalomo, Purchasing Agent.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

21. Approve bills.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve bills as presented by Kirk Kirkpatrick, Assistant County Auditor.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Recess:

Recessed at 1:34 p.m.

JULY 28, 1998

Closed Session:

Convened at 1:48 p.m.
Adjourned at 3:00 p.m

.Reconvene:

Reconvened at 3:00 p.m.

22. Meet in Closed Session to discuss the following matters:

(1) Threatened Litigation.

(3) Personnel Matters: (a)Department Head Reviews. (b) Department Heads.
as authorized by TX Gov. Code, Sec. 551/071/072/074; and consider taking action in Open Session.

(1) Threatened Litigation.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize settlement of claim with Roswell Moore, Jr. in the amount of \$30.00 consideration of compromise agreement. Funds from Contingency.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize settlement of claim with Gerald Stredick in the amount of \$400.00 for and in consideration of a compromise agreement. Funds from Contingency.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize settlement agreement with Pin Point Technologies, Inc. in the amount of \$35,000. Funds from Contingency.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) Land Matters: Precinct 2.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize County to make offer on property in Pct. 2. Funds from Community Development Block Grant.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

item #22 continued - meet in closed session to discuss the following:

(3) Personnel Matters:

(b) Department Heads.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to post position of Director of Administrative Services.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

23. Addendum:

(1) EMERGENCY MANAGEMENT: Discuss and consider extension of Burn Ban-Declaration of Local State of Disaster approved on 7-14-98.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to extend burn ban-declaration until August 4 and authorize County Judge to announce end of ban as presented by Vance Cooper, Emergency Management Director.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(2) COUNTY ATTORNEY: Discuss and consider declaration of public necessity for condemnation of right of way to permit traffic to and from the intersection of FM 2759 and the county road dedicated on February 24, 1998 in Agenda Item 29(4), recorded in the Fort Bend County Deed Records Film Code Number 9812767.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve declaration of public necessity for condemnation of right of way to permit traffic to and from the intersection of FM 2759 and the county road dedicated on February 24, 1998 in Agenda Item 29(4), recorded in the Fort Bend County Deed Records Film Code Number 9812767.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

(3) COMMISSIONER PCT. 1: Discuss and consider authorizing the Health Department to employ a Registered Sanitarian.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to authorize creation and employment of another Registered Sanitarian position in the Health Department. Funds in 1998 Health Department budget.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

24. Adjournment.

Commissioners Court adjourned at 3:06 p.m. on Tuesday, July 28, 1998.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED, That on this the 28TH DAY of JULY, 1998, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

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

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

1. Call to Order.

Call to Order by Judge Rozell at 3:06 p.m.

2. Consider approving interlocal agreement between Fort Bend County Municipal Utility District No. 19 and Fort Bend County Drainage District for assistance in the maintenance of certain drainage improvements.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve interlocal agreement between Fort Bend County Municipal Utility District No. 19 and Fort Bend County Drainage District for assistance in the maintenance of certain drainage improvements as presented by Dan Gerken, Drainage District Manager.

Judge Rozell	not voting	Commissioner Meyers	no
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

3. Approve the monthly report for June, 1998.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve the monthly report for June, 1998 as presented by Dan Gerken, Drainage District Manager.

Judge Rozell	not voting	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Lutts	yes
Commissioner Prestage	yes		

4. Adjournment.

The Drainage District Board adjourned at 3:07 p.m. on Tuesday, July 28, 1998.



MANUELA H. TOBIAS
Director

HUMAN SERVICES
Fort Bend County, Texas

AGENDA ITEM

98-07-22 A09:26 IN

MEMORANDUM

(281) 344-9400
Fax (281) 342-0587

TO: Commissioners Court

FROM: Manuela H. Tobias
Director

DATE: July 21, 1998

SUBJECT: Line Item Transfer

Attached is the request for the transfer of funds from **line item 4010 fees/services**. The amount being transferred is from the balance remaining after the termination of the eligibility contract. The transfer of funds is necessary to implement the **Eligibility Screening Program** at the County Indigent Health Care facility, as approved by Commissioners Court on June 30, 1998. The transfer of funds is for the following:

• salary & benefits (eligibility worker / 5 months)	\$12,125.00
• property & equipment (furniture & computer hardware & software)	\$ 5,155.00
• office supplies & postage	\$ 1,200.00
• <u>fees & services (data input software)</u>	<u>\$ 2,500.00</u>
Total:	\$20,980.00

TOTAL
18,480

Information for the above request was obtained directly from Human Resources, Purchasing, and North America Software. If you need additional information, please call me at (281)238-3453.

Xx: Jim Edwards, Budget Officer
Robert Grayless, Auditor
Julane Tolbert, Human Resources
Mary Shemanski, MIS
Gilbert Jalomo, Purchasing

xx: Attachments

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

On this the 28th day of July, 1998, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: County Indigent Health Care Department #: 044

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Salaries	0200	\$ 8,465.00
Social Security	0300	650.00
Retirement	0400	845.00
Insurance Group	0500	1,900.00

TOTAL TRANSFERRED TO: \$ CONTINUED ON PG 2

TRANSFER FROM:

TOTAL TRANSFERRED FROM: \$

EXPLANATION: _____

Department Head: Mamela Sobra Date: 7-21-98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

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

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

On this the 28th day of July, 1998, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: County Indigent Health Care Department #: 044

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Workers Comp.	0600	\$ 265.00
Property & Equipment	1010	5,155.00
Office Supplies	1062	1,200.00
Fees & Services	4010	2,500.00
TOTAL TRANSFERRED TO: \$		\$20,980.00

TRANSFER FROM:

Fees & Services	4010	\$20,980.00
TOTAL TRANSFERRED FROM: \$		\$20,980.00

EXPLANATION: The amount needed to impliment the Eligibility Screening
Program at the County Indigent Health Care Office.

Department Head: Manuela H. Lora Date: 7-21-98

THE COUNTY OF FORT BEND

BY:

Mike D. Rozell
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY



HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

JULANE TOLBERT
Administrator

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

Memorandum

To: Manuela Tobias, Director
Human Services

From: Hina Naik, Compensation Specialist
Human Resources

HDN

Date: July 15, 1998

Re: Eligibility Worker, Indigent Care

On the basis of your request to fill the new Eligibility Worker position in Indigent Care by August 1, 1998, Human Resources has reviewed the Job Analysis Questionnaire for the position. Based upon the description provided, the recommended title and placement in the salary structure, is shown below:

Eligibility Worker

Grade 5

Human Resources will implement the new position upon receipt of the Master File Change Card and written confirmation of available funding.

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

xc: Michael D. Rozell, County Judge
Commissioners Court
Jim Edwards, Budget Officer
Robert Grayless, County Auditor

**1062 OFFICE SUPPLIES
/ BUDGET
FORT BEND COUNTY, TEXAS**

REQUESTING DEPARTMENT: 044-County Indigent Health Care

Describe your use of office supplies by category: postage, routine office supplies, and specialty items unique to your department such as film, book binding and cataloguing supplies, etc. Use the space below to further explain your request.

Description	Actual Expenditure 1997	Expected In 1998	Amount Requested 1999
office supplies, stamps, misc.			\$1,200.00
Amount from attached sheet(s)			
TOTAL REQUEST	Amount shown on B110		\$1,200.00

Other supporting information:

**4010 OTHER FEES AND SERVICES
BUDGET
FORT BEND COUNTY, TEXAS**

REQUESTING DEPARTMENT: 044 County Indigent Health Care

Explain what type of fees are budgetd and whether they are based on an estimate or a contract.
DO NOT INCLUDE MOBILE PHONES AND PAGERS ON THIS FORM. THESE ITEMS SHOULD
BE INCLUDED ON FORM B-6 OTHER RENTALS 3020.

Description	Actual Expenditure 1997	Expected In 1998	Amount Requested 1999
Data Input Software (North America Software)			\$2,500.00
Amount from attached sheet(s)			
TOTAL REQUEST	Amount shown on B110	\$ -	\$2,500.00

Other supporting information:

DEPARTMENT 044 County Indigent Health Care**EMPLOYEE POSITION REQUEST
BUDGET****FORT BEND COUNTY, TEXAS**

Use one form per request

Check one:

- ☒ This is a request for a new position for ongoing operations. (Summary Form)
☐ This is a request for a new position for a new program. (Form C-___)
☐ This is a request for a reclassification of position #_____. (Summary Form)

Position Title/ Description:

Eligibility Worker

Why is the change needed?

Has Human Resources reviewed your request? yes

Has your reclassification been presented to and approved by the Job Evaluation Committee?

What is the effect of the change on the budget:**Amount**

Salary (new)

\$20,306.84

Salary (current), or Part-time that can be deducted from your request

Increase (new - current)

\$20,306.84

Taxes and Benefits on the increase:

Social Security (7.65%)

\$1,553.47

Retirement (9.93%)

\$2,016.47

Insurance (\$4,550 on new positions only)

\$4,550.00

W.C. and Unemployment (3.1%)

\$629.51

Other Accounts Affected:

1010 Property and Equipment (attach Form B-2)

Computer Hardware and Software (attach Form D-___)

TOTAL**\$29,056.29**

Request for Computer Hardware and Software
Budget
Fort Bend County, Texas

DEPARTMENT:		Preparation Date: <u>4/15</u>		
This item(s) relates to:		Review: Department Head _____		
_____ ongoing operations, Summary Form		Court Approval Date: _____		
_____ a new program, Form C- _____				
☒ a new position, Form E- _____				
What will item(s) be used for? Why is it needed?				
eligibility screening and other administrative duties				
Will you be accessing the mainframe? yes				
Will you be accessing a Local Area Network? yes				
What old equipment (typewriters, computers, terminals) will be retired or reassigned because of the acquisition of the new equipment? no				
(Consult with M.I.S. before completing the following section):				
What items are you requesting?	New or Replacement (N or R)	Quantity	Unit Price	Total Cost
Dell P5MMX200 w2MB Video, 512 KB Cache, Network Model, Win.95, 32 MB RAM, CD ROM, 15"Monitor, 2.1 GB Hard Drive, 3 years NBD on-site warranty, Speaker, Sound Card 33.6 modem, shipping	N	1	\$1,680.00	\$1,680.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Hewlett Packard Laserjet 6PXL Printer	N	1	\$719.00	\$719.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$2,399.00

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

Mike D. Rozell, County Judge

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

On this the 28th day of July, 1998, the Commissioners' Court, with the following members being present:

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

98-07-21 P03:05 IN

The following proceedings were had, to-wit,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Health Department #: 031

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Property & Equipment	031-0310-1400-1010	2,500.00
	TOTAL TRANSFERRED TO: \$	2,500.00

TRANSFER FROM:

Salaries	031-0310-1400-0200	2,500.00
	TOTAL TRANSFERRED FROM: \$	2,500.00

EXPLANATION: Recommendation from M.I.S. Old computer be replaced, because
there is not enough hard drive available for installation of Microsoft
Excel Version. This program required by County Auditor's office for
daily deposits and monthly reporting. (Funds available from two vacant
positions.)

Department Head: Diane Shrest

Date: 7/21/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY:

Mike D. Rozell
Mike D. Rozell, County Judge

07-21-98 A10:27 IN

TO: The Honorable Commissioners
Court of Fort Bend County

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

FROM: Mary Shemanski, M.I.S. Director

DATE: July 21, 1998

SUBJECT: July 28, 1998, Agenda Item - Travel Authorization

Attached please find a copy of the Travel Authorization Request I am submitting for consideration on the July 28 agenda. The purpose of the trip is to attend the WAVV Technical Conference from Friday, 09/25, to Tuesday, 09/29, in Albany, New York .

The WAVV conference is geared exclusively to technical issues regarding the mainframe operating system that we use: VSE/ESA. Presentations will include discussions on projects we are undertaking in 1998 as well as future directions for the software. Some of the topics are

- Mainframe as the Web Server
- Required COBOL and CICS language changes for Year 2000
- VM for Year 2000 conversion and testing under VSE
- TCP/IP on the mainframe for access to and from other platforms (like Unix)
- Mainframe as remote LAN server for centralized backup and recovery

The mainframe systems programmer/administrator, Tommy Knowles, will be our representative at the conference. By gaining simultaneous access to industry experts representing different areas of technology, Tommy will bring back crucial information that will affect both the short range and long range planning for Fort Bend County's MIS decisions.

Because of the potential impact this information will have on decisions Fort Bend County must face, I respectfully request that Commissioners Court approve this travel authorization. Funds are available in the MIS Budget, Line Item 0701.

cc: Jim Edwards, Budget Officer
Robert Grayless, County Auditor

f:\winword\wavvtrav.doc

#6

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Tommy Knowles

DATE OF DEPARTURE: Friday, September 25, 1998

DATE OF RETURN: Tuesday, September 29, 1998

DESTINATION: Albany, New York

PURPOSE OF TRIP: Technical Conference on Mainframe Operating Systems

MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: MIS 1998 Budget Line Item 0701

DEPARTMENT HEAD APPROVAL: Mary Shemanski, Director of MIS
Name & Department

DATE: July 21, 1998

M Shemanski
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)



**Office of Elections Administration
Fort Bend County, Texas**

Steve Raborn
Elections Administrator

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

MEMORANDUM

TO: County Judge Mike Rozell
and County Commissioners

FROM: Steve Raborn, Elections Administrator *SRaborn*

SUBJECT: Proposed agenda item - travel authorization

DATE: July 22, 1998

I am requesting that the following item be placed on Commissioners Court agenda for July 28, 1998: Approval of out of state travel for Steve Raborn, Robin Heiman, and Virginia Gurecky of the Elections Administration staff.

We are seeking your authorization to attend the Election Center's CERA Professional Education Classes and National Conference in San Diego, California, August 24-28. The three of us are enrolled in the CERA program to become "Certified Elections and Registration Administrators" through the program administered by The Election Center and Auburn University. Instruction is provided by professors from Auburn University.

Funding will be mostly from the Secretary of State's Chapter 19 program. I estimate that a total of \$350.00 will be charged to our county budget for travel expenses.

This Professional Education Program is worthwhile training and the CERA designation is becoming very prestigious within the Elections profession. Thank you for your consideration of this request. Please call me at (281) 341-8670 should you have any questions.

cc: Jim Edwards, Budget Officer
Robert Grayless, County Auditor
Dianne Wilson, County Clerk

U
FORT BEND COUNTY
TRAVEL AUTHORIZATION

#6

TO: COMMISSIONERS COURT

07-22-98 809343 TR

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

Steve Raborn

Robin Heiman

Virginia Gurecky

DATE OF DEPARTURE: August 24, 1998

DATE OF RETURN: August 28, 1998

DESTINATION: San Diego, California

PURPOSE OF TRIP: CERA training - Professional Education Program for Elections

Administrators conducted by The Election Center and Auburn University.

MODE OF TRANSPORTATION: air

FUNDING SOURCE: majority from Secretary of State Chapter 19 funds; estimated
\$350.00 to be charged to Election Administration budget for travel

DEPARTMENT HEAD APPROVAL: Steve Raborn, Election Administrator
Name & Department

DATE: July 22, 1998

Stephen Raborn
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

#6

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

07-09-98 P12:46 IN

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

Mark Hanna, Asst. Dist. Atty.

Greg Gilleland, Asst. Dist. Atty.

DATE OF DEPARTURE: August 2, 1998 (Gilleland)
August 16, 1998 (Hanna)
DATE OF RETURN: August 7, 1998 (Gilleland)
August 21, 1998 (Hanna)

DESTINATION: Columbia, South Carolina

PURPOSE OF TRIP: to attend seminar sponsored by the National District Attorneys Association wherein travel, room and board are paid by the association. Title of seminar: Advocacy I - Essentials of Advocacy.
This office to pay small incidentals such as taxi, airport parking, etc.
MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: Fund 010 Obj: 0701

DEPARTMENT HEAD APPROVAL: John Healey - District Attorney
Name & Department

DATE: 7-8-98

John J. Healey
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)



MANUELA H. TOBIAS
Director

HUMAN SERVICES
Fort Bend County, Texas

#6

(281) 344-9400
Fax (281) 342-0587

MEMORANDUM

TO: Commissioners Court
FROM: Manuela H. Tobias *mt*
Director
SUBJECT: Request Approval of Travel
DATE: July 16, 1998

I am requesting that Commissioners Court approve the attached travel request to the **23rd Annual Training Conference** for eligibility workers to be held in Providence, Rhode Island. The date of the conference is August 18-21. The social service staff attends this conference annually for the purpose of obtaining continuing education hours and valuable information. Funds for this conference were approved in the 1998 budget.

If you need additional information or have any other questions, please call me at (281)344-9400.

Xx: Jim Edwards, Budget Officer
Rober Grayless, Auditor
Kathy Hinson, Treasurer

xx: Attachments

07-20-98 A10:45 IN

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AS PER ORIGINAL

TO: COMMISSIONERS COURT

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

MARIA L. CLOUDT

LENA FILIPP

MANUELA H. TOBIAS

FLORENCE GASKAMP

DATE OF DEPARTURE: August 17, 1998

DATE OF RETURN: August 21, 1998

DESTINATION: Providence, Rhode Island

PURPOSE OF TRIP: NATIONAL ELIGIBILITY WORKERS (N.E.W.) TRAINING CONFERENCE

MODE OF TRANSPORTATION: AIRLINE

FUNDING SOURCE: 010 029 0290 0701

DEPARTMENT HEAD APPROVAL:

Manuela H. Tobias
Name & Department

Director of Human Services Social Services

DATE: 07/17/98

Manuela H. Tobias
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____)

Date _____)

WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expenses

GOLDENROD COPY: Department



THE WESTIN
PROVIDENCE

AS PER ORIGINAL

ROOM RESERVATION REQUEST FORM

**National Eligibility Workers Association
Annual Conference
August 18-21, 1998**

RESERVATIONS MUST BE RECEIVED BY: JULY 17, 1998

**Rooms at the group rate may fill prior to the cut-off date noted, early reservations are suggested.*

Arrival Date _____
Check-in after 4:00 PM

Departure Date _____
Check-out by 12:00 PM

No. of Rooms _____

Circle One

Single (one person)	\$110.00
Double (two persons)	\$110.00
Triple/Quad (Three/Four People)	\$130.00

Room Type: ☐ King

☐ Double (2 beds)

Special Request: ☐ Non Smoking

☐ Handicap Accessible

** Your request will be honored if available.*

** Reservations will be held until 6 PM unless guaranteed by one night's advance deposit or any major credit card.*

CARD # _____ Expiration Date _____

Signature _____

I understand that I am liable for one night's room and tax which will be deducted from my deposit, or billed through my credit card in the event that I do not arrive on the date indicated, or cancel by 6:00 PM day of arrival.

Name _____

Address _____

City/State/Zip _____

Telephone Number _____ Day _____ Evening _____

Other Guest(s) IN ROOM _____

Please mail this form to:

**The Westin Providence
One West Exchange Street
Providence, RI 02903**

Attention Reservation Department

One West Exchange Street, Providence, RI 02903

Telephone: (401) 598-8200 Internet: <http://www.westin.com> From the U.S. or Canada, call your travel agent, or 1-800-WESTIN-1

TOURS AND SPECIAL EVENTS: Please help us arrange for the correct number of buses and food that we will need by advising us of your intentions. Check all that apply.

☐ I plan to attend the Rhode Island Chapter hosted evening sponsored by Lincoln Park on Wednesday, August 19th. (no cost except for drinks and whatever you decide to wager on the games.)

☐ I plan to attend the Evening Out With The Board in Newport on Thursday, August 20th. (approximate cost \$40.00) You can pay now with your registration or pay at the conference registration desk when you pick up your packet.

☐ I plan to sign up at the registration desk to go on the following Agency Tour:

Wednesday, August 19th ☐ 1:45 or ☐ 2:15 or ☐ 2:45 or ☐ 3:15

Thursday, August 20th ☐ 1:15 or ☐ 1:45 or ☐ 2:15 or ☐ 2:45 or ☐ 3:15

Friday, August 21st ☐ 8:30 or ☐ 9:00 or ☐ 9:30 or ☐ 2:00 or ☐ 2:30 or ☐ 3:00



Please advise us if you require any special accommodations to fully participate in the conference.
Also tell us of any special dietary needs: _____

QUESTIONS ABOUT MEMBERSHIP OR CONFERENCE REGISTRATION: All questions can be sent to the Association's Administrative Support, Barbara Reecamper. Barb can be reached:

By Mail - P.O. Box 1254, Nixa, MO 65714-1254

By Phone - (888) 283-6392

By Fax - (417) 724-1155

By E-Mail - breecamp@world.att.net

PROFESSIONAL EXPERTISE (CHECK ONE IN EACH COLUMN)		
☐ Local Agency	☐ Administrative Staff	☐ Administrative Support
☐ State Agency	☐ Line Worker	☐ Eligibility
☐ Federal Agency	☐ Supervisor	☐ Trainer
☐ Advocacy Group	☐ Manager	☐ Administration/Management
☐ Private Agency	☐ Director/Commissioner	☐ Consultant
☐ Legislative Branch	☐ CEO/President	☐ Attorney
☐ Other (identify)	☐ Other (identify)	☐ Other (identify)

VIP INFORMATION:

In order that we can correctly identify and acknowledge our special guests please check all that apply:

- ☐ Former National Board Member. Years of Service _____
- ☐ Conference Sponsor (name) _____
- ☐ Conference Exhibitor (name) _____
- ☐ Conference Presenter
- ☐ First Time NEW Conference Attendee

OPTIONAL INFORMATION:

My Conference expenses are being paid by:

- ☐ My agency, in full
- ☐ My agency, in part
- ☐ My own expense
- ☐ Another affiliation

**NEW – A Beacon To
The Future**
23rd Annual NEW Training Conference
August 18-21, 1998



FOR INTERNAL NEW USE ONLY

Member: _____ Receipt # _____
Date Rec'd: _____ Amt. rec'd _____
PO#: _____ Inv #: _____
Check #: _____ Check Date: _____

CONFERENCE REGISTRATION:

Please print clearly. Complete and send this form with payment to: NEW, P.O. Box 1254, Nixa, MO 65714-1254

Name: (as you wish it on your name badge) _____
Job Title: _____ Agency: _____
Home Address: _____ City: _____
State: _____ Zip Code _____ Phone (Home) _____ (Work) _____
Fax # _____ E-Mail # _____

Full Conference Registration includes: Name Badge, portfolio, conference program, admission to all concurrent workshops and general sessions, opening reception, breaks, meal functions and admission to the annual business meeting.

Daily Conference Registration includes: Name Badge, portfolio, conference program, admission to the annual business meeting if held on the day of attendance, and all concurrent workshops and general sessions, breaks and meal functions for that day.

Agency membership entitles one person from that Agency to register as a member.

Agency Rep? ☐ Yes ☐ No

CHECK ONE	POSTMARKED BY 7/18/98	POSTMARKED AFTER 7/18/98	TOTAL
☐ Full Conference : Member	\$175.00	\$205.00	
☐ Full Conference: Non-Member*	\$205.00*	\$235.00*	
☐ Daily: Member	\$75.00	\$90.00	
☐ Daily: Non-Member	\$90.00	\$105.00	

* Includes 1 year membership

DAILY ATTENDANCE: (Check days that apply)

☐ Tuesday, Aug. 18th ☐ Wednesday, Aug. 19th ☐ Thursday, Aug. 20th ☐ Friday, Aug. 21st

CONTINUING EDUCATIONAL UNITS (CEU): (Check yes or no)

I wish to receive CEU's for my attendance at the conference. ☐ Yes ☐ No

GUESTS: Please let us know if you plan to bring guests by completing the following:

CHECK ALL THAT APPLY	COST PER GUEST	TOTAL
☐ August 18, Tuesday Evening Opening Reception	\$19.00	
☐ August 19, Wednesday Luncheon	\$22.00	
☐ August 19, Wednesday Evening Night with RI Chapter	\$00.00	#
☐ August 20, Thursday Evening In Newport with Board	\$40.00	
☐ August 21, Friday Brunch	\$19.00	

NAMES OF YOUR GUESTS: _____

PAYMENT: PAYMENT BY PERSONAL CHECK WILL BE ACCEPTED UNTIL 7/18/98. AFTER 7/18/98 PAYMENT MUST BE MADE BY MONEY ORDER, CASHIER CHECK, OR PURCHASE ORDER.

REFUNDS: ALL CANCELLATIONS AND CHANGES MUST BE MADE IN WRITING AND POSTMARKED BY 7/18/98. THERE WILL BE A \$25.00 FEE ASSESSED ON ALL REFUNDS.



NATIONAL ELIGIBILITY WORKERS ASSOCIATION

23RD ANNUAL TRAINING CONFERENCE

AUGUST 18-21, 1998



WESTIN HOTEL
PROVIDENCE, RHODE ISLAND

We face a critical agenda in the next year: fiscal constraints, realignment, increasing diversity, and retooling of our automated systems. We have designed our conference agenda to respond to these challenges. We look forward to working in partnership with NEW members and their agencies to support their combined efforts to improve services."

Ginny Mustain, Co-Chair, Conference Committee

"To meet NEW's mission - ensuring that every member receives the best possible professional training."

Susan L. Lieb, President, NEW

NATIONAL ELIGIBILITY WORKERS ASSOCIATION

23RD ANNUAL TRAINING CONFERENCE

Dear Colleague:

Each year, leaders from across the country gather with NEW members to discuss and share opinions on cutting edge issues facing the welfare field. NEW's Annual Training conference provides a major opportunity for new learning.

You are invited to join over 700 of your colleagues in Providence, Rhode Island August 18-21, 1998 to participate in an outstanding, intensive educational experience and to become involved in NEW, the nation's only professional organization focused on eligibility workers.

The National Eligibility Workers Association was founded in 1975 and now has more than 2000 members: front-line workers, employment specialists, caseworkers, hearings officers, supervisors, managers, administrators, trainers, policy analysts, state and federal officials and child support officials. Diverse as they are, these professionals have in common their dedication to NEW's mission: to improve the knowledge, skills and overall professionalism of its members by providing information, training, and a network of service and support. For more information about membership in NEW, see the Conference Registration form.

NEW's 1998 Annual Training Conference, "A Beacon To The Future," is full of exciting opportunities to learn and share ideas. The workshops and keynotes focus on the new tools we will need to effectively serve our customers, forge new collaborations and facilitate organizational change as we move toward the 21st century.

We look forward to seeing you in Providence this August.

Sue Lieb and Ginny Mustain, Conference Co-Chairs

GENERAL INFORMATION:

Registration: Early registration deadline is July 18, 1998.

Cancellation/ Refund Policy: Refunds will be made on written cancellation requests received before July 18, 1998, less a \$ 25.00 administrative fee. After July 18, 1998, registrations can be transferred to another party without penalty only if NEW is notified in writing by August 1, 1998. No refunds on requests postmarked after 7-18-98. No refunds or changes unless made in writing.

Continuing Education Units (CEUs): CEUs will be available through the Rhode Island College School of Social Work at no additional cost to all participants who check the box on the conference registration form. Call Pauline Bourdon at (401) 767-3523 for more information.

Chapter Exhibits: Chapters interested in exhibition space need to contact JoLynn Cagle at (907) 349-3396 by June 30, 1998.

Exhibits: Businesses interested in exhibition space at the conference should contact Jeannette Cabral at (401) 464-2406 by June 30, 1998.

Hotel: The Westin Hotel is our conference site. Before 7-17-98 the price for a single/double room is \$110.00, a triple/quad room is \$130.00. Add approximately 12% for tax. Price thereafter depends on availability.

Based on availability, our room rate will also be honored beginning August 13th and ending August 25th, so don't delay in making your reservations if you plan to come early or stay late. Phone for reservations (401) 598-8000 or use the enclosed hotel reservation form. All guests have complimentary use of the Westin Health Club and Pool facilities.

Parking: The Westin offers a \$10.00 daily in/out privilege for hotel guests. Parking for daily attendees is \$7.00.

Travel: The Westin is a 15 minute van ride from T.F. Green Airport or a 3 minute cab ride from the train station, which is only a few blocks from the hotel.

To make traveling to and from the Conference easier, help with travel arrangements is available through Suburban Travel at (800) 431-3004. US Airways, American, Delta, and Continental Airlines are offering discounted airfare to Conference participants. All 4 airlines are offering a 5% discount off the lowest round trip fare and a 10% discount off all coach fares. If you book 60 days prior to the conference you will receive an additional 5% off of the aforementioned discounts. To take advantage of these discounts call Suburban at the 800 # and ask for Paula Donnelly, Nancy DeCesaris or Betty Lou Minasian.

Ground Transportation: Shuttle service between the hotel and the airport is \$9.00 or \$14.00 RT via Airport Van Shuttle Service located in the baggage claim area. Budget Rent A Car of RI has agreed to rent cars to Conference Participants at reduced daily and weekly rates. Contact Brian Powers at (401) 925-9174.

Special Events: On Wednesday, August 19, 1998 Lincoln Park will be sponsoring an evening of dinner and video gaming hosted by the Rhode Island Chapter. Transportation and a Dinner Buffet will be provided at no cost. A cash bar will be available. Reserve your space by checking the appropriate box on the registration form.

On Thursday, August 20, 1998, at 6:00 p.m. the Board and interested participants will board buses just outside the hotel for a sightseeing and dinner trip to Newport. Enjoy a cash bar and a full course dinner as you enjoy the sun set over Narragansett Bay. Transportation and dinner is estimated at \$40.00. Reserve your space by checking the appropriate box on the registration form. **Limit 175.**

SCHEDULE OVERVIEW

TUESDAY, AUGUST 18, 1998

12:00 - 8:00 PM	Registration
6:00 - 7:00 PM	First Timers Orientation
6:00 - 7:00 PM	Moderators Training
7:30 - 10:00 PM	Reception

WEDNESDAY, AUGUST 19, 1998

7:30 - 5:00 PM	Registration
8:30 - 10:30 AM	Opening Addresses
10:30 - 10:50 AM	Break
10:50 - 12:15 AM	Keynote Address
12:15 - 1:30 PM	Business Meeting Luncheon
1:45 - 4:30 PM	Concurrent Workshops
1:45 - 3:15 PM	4 Agency Tours (one tour every half hour)
5:30 -	Lincoln Park Evening with the Rhode Island Chapter

THURSDAY, AUGUST 20, 1998

7:30 - 4:30 PM	Registration
9:00 - 12:00 noon	Town Hall (includes Technical Presentations)

12:00 - 1:15 PM	Lunch On Your Own
1:15 - 2:45 PM	Concurrent Workshops
1:15 - 3:15 PM	5 Agency Tours (one tour every half hour)
2:45 - 3:15 PM	Break
3:15 - 4:45 PM	Concurrent Workshops
6:00 -	Evening with the Board

FRIDAY, AUGUST 21, 1998

7:30 - 10:15 AM	Registration
8:30 - 9:30 AM	3 Agency Tours (one tour every half hour)
8:30 - 10:00 AM	Concurrent Workshops
10:00 - 10:15 AM	Break*
10:15 - 1:30 PM	Closing Session: Brunch and Keynote Address
2:00 - 3:00 PM	Forums
2:00 - 3:00 PM	3 Agency Tours (one tour every half hour)

* Check out is 12:00 noon. The hotel will store your luggage.

KEYNOTES



LEWIS LOSONCY

"21st CENTURY SELF-MOTIVATION STRATEGIES (that will always be with you)"

In the darkness of disability, you are the light to the future of so many. There is no more important task than keeping yourself energized and motivated. Dr. Lewis Losoncy, Author of 15 books on encouragement,

motivation and teamwork shares 21st Century strategies for self-motivation. Dr. Losoncy says, "Success and fulfillment on the job are related to constantly rising our perception of our inner resources over our perception of our outer challenges," based upon his newest book, **TODAY! GRAB IT! The Vital Attitude Nutrients to Build Your Life!**"



TIM GARD

"DEVELOPING A COMIC VISION"

Tim Gard, nationally recognized humorist and authority on stress reduction through humor, has taught thousands to unlock the power of their own "Comic Vision." improving their relationships and turning adversity to their advantage. Tim blends

his unique experience as a student, U.S. sailor, state welfare worker/investigator, federal employee, salesman, factory worker and small business owner into a dynamic, hilarious, good humor program you have to see!

This fast paced, laughter-filled presentation is Tim's most popular program. Tim uses his favorite props and funniest stories to teach the audience how and why they should choose to harness laughter to avoid stress. Discover ideas for desk toys and stress busters at work and get a chance to play in Tim's famous noseflute band. Tim will reveal four steps to overcoming stress through laughter and participants will also learn ways to balance unavoidable stress and how to use humor as a skill.

TOWN HALL TALK SHOW

IT'S SHOWTIME! Live from Studio NEW it's the Ginny and Larry show, "*Conversations with Distinguished Federal Leaders*". Social Service agencies today share a common goal - to improve our methods by preserving quality and enhancing our knowledge base. To reach the best answers for complex challenges, you often need to go beyond single-focus services to a blend of program disciplines. Add experience and technical expertise, and you've got what our guests today have to offer. In a world where daily change has become commonplace, you can count on our guests for their continuing ability to deliver the uncommon insight and solutions you need. So join hundreds of your colleagues at the "event of the year."

During the first hour and a half of the show you will hear from and have an opportunity to question **Bonny O'Neil**, Associate Deputy Administrator, Food and Nutrition Services, USDA, **Marinos Svolos**, Technical Director, Medicaid Bureau, Health Care Financing Administration and **Diann Dawson**, Interim Director, Office of Family Assistance and Director, Regional Operations, Department of Health and Human Services. We have asked our guests to share their

insights on the programs they administer— what they are; what they might become.

In an attempt to maintain the essential continuity across the interrelated programs and policies that our audience implement, we have changed our format this year to invite our technical experts to speak during our Town Hall segment of the show. So during the second hour and a half you will hear from and have an opportunity to question, **Judith Seymour**, Branch Chief, Food and Nutrition Services, Food Stamp Program, USDA, **Allen Bryan**, Health Insurance Specialist, HCFA, Region I and **Mack Storrs**, Director of Self-Sufficiency Programs, OFA, HHS. Judy, Allen and Mack will talk about specific issues concerning existing policies and the potential impact of proposed or pending legislation.

This is an outstanding opportunity to be exposed to and get to speak with our Federal Leaders. Become a part of this important discourse - have your questions ready.

Hosts: **Ginny Mustain & Larry Bernhardt**, NEW Board of Directors.

WORKSHOPS

TECHNICAL TRACK

A-1 "BE A SUPER SLEUTH" - DISCOVER RESOURCES THROUGH COMMUNITY PARTNERSHIPS: Uncover the clues to identify client needs and discover the necessary resources within the community. This workshop provides useful tips based on research and a model of work in progress from Hennepin County, Minnesota. A facilitated dialog format will allow participants to discuss and explore strategies to use with their own community. **Kitty Brown**, Outreach Supervisor, Economic Assistance, Hennepin County, MN Social Services

A-2 INTERVIEWING WITH STYLE: Eligibility Staff have a limited amount of time to gather and distribute critical information about a person and their circumstances. The interview is critical in establishing accurate benefits while determining how to set the applicant on a path to self-sufficiency. The emphasis of this workshop is to have fun while learning about assessment style interviewing and is designed to provide all experience levels with a balanced approach to positive interviewing. The seminar is part lecture and part voluntary audience participation (no role playing!). Throughout the seminar, participants are encouraged to work together to solve interviewing problems that participants have encountered and provide quick solutions to common situations that may derail an interview. The group is encouraged to share best practices in an open forum. The overall goal of this seminar is to allow the participant to identify and overcome any barriers that may inhibit good communication, to share best practices regarding new technically effective methods of interviewing AND discuss ways to maintain a strong sense of self-esteem during the interview process. **Tim Gard**, President, Comic Visions, Littleton, Colorado and **Jay Arthur**, Life Star, Denver, Colorado.

A-3 PANEL ON WELFARE REFORM: Panelist from several states will discuss what innovations they have developed to implement culture change in their respective agencies. Facilitator: **Margaret Setzer**, Director, Economic Services Division, Mecklenberg Co., North Carolina Department of Social Services, Panelists to be announced.

A-4 PERFORMANCE EVALUATIONS: This session will focus on the supervisor's responsibility for managing and motivating employee performance. The key themes discussed will be performance appraisal, labor relations, and team building/ leadership skills. Topics will include: identifying employee performance in behavioral terms, the probation and disciplinary processes, the grievance system, leadership styles, group dynamics and roles, and effectively impacting the organization. **Scott Mueller**, Professor, Rhode Island College, School of Social Work, Providence Rhode Island.

A-5 WRITING EFFECTIVE TRAINING/EDUCATION PLANS: Training and education plans can be an effective tool in assisting those on welfare to move toward self-sufficiency. A great deal is known about how to write these plans effectively, increasing the likelihood of clients following through on the plans. Unfortunately, too often, what we know about well written plans is not practiced. This session will outline the content of an effective plan and the skills of working with clients to prepare the plan. The techniques of motivational interviewing will be reviewed. **Scott Mueller**, Professor, Rhode Island College, School of Social Work, Providence Rhode Island.

WORKSHOPS

SYSTEMS TRACK

B-1 MICHIGAN FAMILY INDEPENDENCE AGENCY: ELIGIBILITY PROGRAM TRANSITION FROM INDIVIDUAL COURSES TO A UNIFIED CURRICULUM: Covered in the presentation will be a description of how the Family Independence Agency, Office of Training and Staff Development, transitioned from offering individual programs specific trainings to the current unified curriculum for Family Independence and Eligibility Specialists and what is covered in the pre-classroom and classroom training. **Sue Allen**, Acting Director, Office of Training and Staff Development (OTSD), and **Anne Wineman**, Division Manager, Delivery Division, OTSD, Michigan Family Independence Agency, Lansing, MI.

B-2 COMPUTER BASED TRAINING BENEFITS ELIGIBILITY WORKERS:

This presentation will focus on the benefits of Computer Based Training (CBT) versus traditional training methods. Specifics to be covered are: contractor selection, computer requirements, lessons learned, a brief review of the various CBT formats offered and an explanation of the principles of producing multimedia and how to engage the student in an interactive learning mode. The highlight of the session will be a demonstration of the CBT. **Ellen Sevall**, Economic Assistance Training Consultant, Department of Family Services, Cheyenne, Wyoming and **Mike Fitzsimmons**, Threshold Computer Solutions, Fort Collins, Colorado.

POLICY TRACK

C-1 CHILD SUPPORT - A CHILD'S FUTURE - AN OVERVIEW OF THE CHILD SUPPORT PROGRAM: This presentation is designed to; identify the value of child support, the services available, the process necessary to secure support, the responsibility of recipients and to highlight the national efforts as a result of PRWORA to strengthen Child Support. Utilizing a power-point animated scenario the participants will be able to follow the affect on a family as a mother seeks child support. **Dicie Balash**, Program Manager - Educational Outreach, University of Connecticut - School of Social Work and **Tom Horan**, Public Assistance Consultant, Connecticut Department of Social Services.

C-2 IMMIGRANT ACCESS TO MEDICAID: WALKING THROUGH THE MAZE: During the past two years, Congress has enacted changes to the Medicaid program that restrict access and coverage for immigrants. The changes create a new set of rules and restrictions creating new challenges for eligibility workers. This workshop will walk participants through the new rules and provide participants with an opportunity for focused discussion on the practical problems of implementing them. Additional topics to be covered include: eligibility for emergency services, verification and reporting requirements, public charge concerns, and cultural and linguistic access requirements. We will also share "best practices" from the states. **Claudia Schlosberg**, Staff Attorney, National Health Law Program, Inc., Washington, D.C.

C-3 VERIFICATION REQUIREMENTS AND GETTING KIDS ENROLLED: TWO PUBLIC GOALS AT ODDS: The panel will examine strategies for reducing the paperwork and stress for both families and eligibility workers in order to see that more eligible children can become enrolled in Medicaid and other health coverage programs. Panelists will provide ideas from the perspective of federal, state and local eligibility agencies and child advocacy. A special focus will be placed on simplification of the application process through the reduction of verification requirements. **Sarah Shuptrine**, President of the Southern Institute on Children and Families and Director of Covering Kids: A National Health Access Initiative for Low-Income, Uninsured Children, **Christine Ferguson**, Director of the Rhode Island Department of Human Services,

Ronald Preston, Ph.D., Associate Regional Administrator for the Division of Medicaid and State Operations, Region I, HCFA, panel member from a local office to be announced.

C-4 THE ELIGIBILITY WORKERS ROLE IN DOMESTIC VIOLENCE:

This workshop will provide Eligibility Professionals with the keys to recognize the "cries for help" from the clients they work with who may be suffering from Domestic Violence. "How to's" of how to be empathetic, how to get the clients the help they need, how to support clients who are going through Domestic Violence, and yet how to get the work done they need to in order to get the clients the benefits they need. **Tara Muhlhauser**, Children and Family Services Training Center, University of North Dakota, Grand Forks, North Dakota.

C-5 CHILD CARE: In the last two years Rhode Island has made some bold policy choices in child care. The passage of comprehensive welfare reform legislation included a child care entitlement for cash and working families up to 185 % of the Federal Poverty level and health care coverage for licensed family providers. Rhode Island's vision that all children should enter school ready to read will become a reality with the implementation of "Starting Right." If you want to learn more about "Starting Right" which will extend child care coverage up to 250% of poverty, offer health care buy-in opportunities for employees of licensed child care centers, fund additional Head Start slots, while providing resources for quality enhancements to licensed child care providers, then you will want to attend this session. **Barbara Gianola**, Assistant Administrator, Rhode Island Child Care Program, Rhode Island Department of Human Services

PROFESSIONAL DEVELOPMENT TRACK

D-1 ETHICS IN THE WORKPLACE: The moral principles that guide perceptions and actions are important facets of leadership, determining factors in an agency's public image, and fundamental to personal and organizational life. Topics in this workshop include: where ethics begin, doing harm vs. doing good, justifying behavior, tools for resolving ethical dilemmas, and leading the way: making ethics real in the workplace. As a result of this workshop participants understand how ethics apply to their work, can respond more thoughtfully and responsibly to ethical dilemmas, and have a heightened awareness of the consequences of behavior. **Steve Friedland**, MA, Instructor, The Center for Human Services Training and Development, University Extension, University of California, Davis.

D-2 ATTITUDE CONTROL: Topics in this workshop include: skills to maintain a positive attitude, identifies the steps to direct thinking, details the 5 levels of the Positive Power Pyramid, examines the impact of attitude on life, and introduces professional and personal goal setting. Upon completion of this workshop participants will build skills in: positive thinking, self-confidence, goal setting, changing attitudes, and positive self-appraisal. **Carla Hubenthal**, The Sleeping Giant Within, Leslie, Missouri.

D-3 CUSTOMER SERVICE: The topics in this workshop include: how to win customers, make effective first impressions, identify the importance of attitude control when dealing with your customers, and details the importance of internal customers. Upon completion of this workshop participants will build skills in: awareness of customer contact, communication skills, attitude control, enthusiasm, handling customer complaints, team building, and the ability to identify company and personal strengths. **Carla Hubenthal**, The Sleeping Giant Within, Leslie, Missouri.

D-4 TOPS IN HUMAN SERVICES: MEETING THE CHALLENGE OF CHANGE:

The purpose of this session is to share information about TOPS (Training Opportunities for Program Staff) in Human Services, Ohio's state-wide training program for human services workers which participants can use in designing or adapting training programs in their home states. The TOPS Program provides training through two - and four-year education institutions throughout the state. As welfare reform presents us with the challenge of change, TOPS is providing Ohio's human services workers with the unique opportunity to receive college credit and degrees while receiving training to improve the services provided by their agencies. This session will address the administration of the TOPS Program, the development and revision of the training curriculum, and the advances made by the program in using technology to deliver training in the most efficient and effective means possible. **Susan Johanson**, Director of Operations, TOPS in Human Services, Ohio University, **Stephen Flaherty**, Associate Vice President for Regional Higher Education, Ohio University, **Michael Wonacott**, Curriculum Specialist, TOPS/ODHS Liaison, **Michael McSteen**, Training Needs Analyst/Information Coordinator, Ohio University, **Rick Anderson**, Technology Initiatives Manager, Ohio University, **Nancy Evans**, Chief of the Bureau of Personnel Development, Ohio Department of Human Services.

D-5 JOURNEY TO SUCCESS (A PROFESSIONAL DEVELOPMENT WORKSHOP):

This workshop is a highly interactive experience that makes learning about promotional interviewing and professional development both fun and provocative. As attendees enter the workshop they are grouped into five teams of 8 or less. Following a short lecture, a representative from each team takes their position at the start space of a life-size game board. Each team's player, in turn, roles giant dice to determine how far they will move on their Journey to Success, the game's pathway. Throughout the game, the presenters engage both the players and their teammates with stories and questions and by turning pitfalls into learning experiences. This use of multiple approaches serves to break down barriers and creates situations that induce, elicit, and encourage dialogue. As players and teams progress they are rewarded with "Knowledge Cards" representing their professional and personal growth. At the conclusion of the game the players enter a "Land of Opportunity" where everyone wins. However, as in real life, the windows of opportunity that open to each individual participant will vary. The workshop objectives are: participants will learn what it takes to develop themselves professionally, and they will be given the tools they can use in preparing themselves for promotion. **Ana Pagan**, Assistant Director, and **Gary Adair**, Administrative Coordinator, Kern County Department of Human Services, Bakersfield, California

D-6 RED HOT PEPPER SAUCE: A unique formula for evaluating the stress we experience, looking at its causes and our response to the stress in our lives. **RED HOT PEPPER SAUCE** presents in a relaxing fun way the four key words conferees will remember that will help them recognize and cope with the stress felt especially during these changing times; both at the office and on the home front. **RED** reviews with the audience the need to Regroup Every Day. Reminding us to not borrow today from yesterdays problems. **HOT** emphasizes the necessity to remember Humor Offers Triumph over the stressors we encounter each day and in all situations. **PEPPER**

reminds us that Professionals Evaluate Peak Performance Effecting Results. As professionals we must daily look at others around us to determine what is working for other professionals in the areas of our weaknesses and commit to trying new approaches to help us resolve problematic areas in our work styles and personal lives. **SAUCE** is the turning point of the formula where we recognize that Stress Awareness Utilizes Choice Energy. It is ultimately up to each of us to determine or choose in any given situation whether we will respond or react. Will we allow a negative or a positive stress signal to evolve from any given situation. The style of the workshop is open discussion intermingled with storytelling and a verbal flavor of south Louisiana Cajun cooking keep this workshop moving and motivational. **Trudy Gallman**, Training Supervisor, Office of Family Support - Training Section, Louisiana Department of Social Services, Baton Rouge, Louisiana.

D-7 LOOKING GOOD WITH FLIP CHARTS: In this lively interactive workshop, participants have the opportunity to de-mystify the "art" part of using flip charts. The presenter, who is also an accomplished visual artist, demonstrates simple techniques and teaches specific skills which can be easily managed by anyone who can hold a colored marker. Participants learn about the good reasons to use flip chart art, and the important considerations which affect results. Participants learn many technical tips and useful presentation techniques. The different levels of challenge are explored and defined. Recommendations for enhancing lettering skills are presented. Even those participants who claim they can't draw will learn how to draw simple symbols and cartoons to support and enhance their presentations, trainings and classes. This workshop includes time for participants to practice the skills and techniques being demonstrated, and to ask questions and receive feedback and support. Participants receive a handout packet for use during the workshop and for future reference. **Meta Strick**, Teacher/Trainer/Consultant. Sheldon, Vermont.

D-8 FAMILY ALBUMS: By looking at family systems and individual families as if we were looking at their family albums, we will explore ways to know and understand them better, and some of the means to support them to be as healthy as they can be. **Meta Strick**, Teacher/Trainer/Consultant. Sheldon, Vermont.

D-9 NO-FLUFF PRESENTATION SKILLS: CHUNKY STUFF FOR SUCCESSFUL PRESENTATIONS: Want to improve your presentation skills to groups? Having problems presenting, but you can't figure out what's gone wrong? This workshop will present and give you an experience of sure-fire strategies that will enable you to markedly improve your style and success immediately. This workshop will be colorful, lively, thought-provoking and very helpful, regardless of your previous level of experience presenting. **Patricia Wood**, President, POW Productions, South Burlington, Vermont.

D-10 CHARITY BEGINS AT HOME: MAKING A GOOD FIRST IMPRESSION: What you think about yourself, your environment and your job affects your actions - and ultimately the people you come in contact with. While concern for "making a good first impression" is useful, how do you actually do that? This workshop will help you become aware of your thoughts and beliefs that contribute to or sabotage your success at work... and will offer you concrete guidance for experiencing more ease and enjoyment in your work. **Patricia Wood**, President, POW Productions, South Burlington, Vermont.

WORKSHOPS

MANAGEMENT/SUPERVISORY TRACK

E-1 CHANGING THE PARADIGM: Many people find growth and change hard to accomplish. This is often due to internal and external factors. This workshop will examine these factors and help managers and staff examine their personal paradigms. Paradigms dramatically affect our judgments and our decision-making by influencing our perceptions. By shifting our paradigms, we can become a paradigm pioneer and avoid paradigm paralysis. Our ability to learn paradigms is critical in effecting change in how we do what we do. We do not always understand why change can be so difficult. This training does that quite well. **Philip Merkel**, Acting Director and **Rosie Ramsey**, Assistant to the Director, Training Unit Operations, Office of Staff Development and Policy Communication, Family Independence Administration Operations, New York City Human Resources Administration, New York, New York.

E-2 FINDING YOUR PATH TO SUCCESS: BUILDING THE SUCCESSFUL WORK TEAM: Whether you are a supervisor, or not, most public welfare employees understand that it is easier and more productive to work as part of a team than to work in isolation. Increasingly, competent management has come to be defined by the extent to which they are successful in building a well-functioning team. Team building is a delicate process, but it is not a process reserved for supervisors and managers. This workshop will allow participants to: assess the characteristics of an effective team, identify what they can do to build a team for themselves, whether as a supervisor or as a line worker, and to manage the seven most likely barriers to team building. Participants will have an opportunity to examine their own beliefs about how teams function best, and will be assisted in assessing the readiness of their office to engage in team building. **Scott Mueller**, Professor, Rhode Island College, School of Social Work, Providence Rhode Island.

E-3 LAUGHTER BECOMES YOU: In this fun, informative laughter filled class participants will explore the benefits and potential pitfalls of laughter and humor in the human services workplace. When humor occurs at work it can have a very positive or an equally negative effect. Harnessed positively, good humor can be a strategic skill and act as a positive factor in communication, morale and stress reduction. However, bad humor can be a negative factor in complaints and civil rights violations. Improve your communication skills as you explore the physical and emotional benefits of laughter and humor at work. **Tim Gard**, President, Comic Visions, Littleton, Colorado.

PERSONAL ENRICHMENT TRACK

F-1 INVESTING FOR YOUR RETIREMENT OR HOW HAVING MONEY MAKES LOTS OF BIG DECISIONS EASIER! Learn how making the right, and timely investment decisions will allow you to make BIG choices; Retire at 11:00 PM or retire at 58; visit Paris, Maine, or Paris, France; wear golden jewelry or work as a senior at the golden arches! Numerous investment products and strategies will be discussed and their specific appropriateness depending on one's age, objectives, and risk tolerance. Barbara Kennerson has a great deal of experience with investments. She's been a broker for over 16 years, and, as a former educator, loves presenting her material - in a most entertaining, clear, and concise manner! **Barbara Kennerson**, V.P., Investments, Paine Webber

F-2 PERSONAL SAFETY: This informative workshop will discuss and identify unsafe situations and will teach you the skills necessary to achieve safety at home, on the street, in a parking lot or in the workplace. **David Riaciarelli**, Director of Training, Coordinator of Instruction and Testing, Rhode Island Municipal Police Academy.

OTHER TRACK

G-1 ELIGIBILITY WORKERS AS SOCIAL SERVICE PROVIDERS: HISTORICAL PERSPECTIVES AND CURRENT PRACTICE: The eligibility worker has a critical role in the field of social welfare and the practice of social services work with vulnerable children and families. In this workshop, enhance your understanding of the eligibility workers' place in the evolution of public social services and discuss the practice skills most needed to build on clients' strengths and address their weaknesses. **Michael Lawler**, MSW, LCSW, Director, The Center for Human Services Training and Development at University Extension, University of California, Davis.

G-2 YOUR ROLE IN THE RESPECTFUL WORKPLACE: The topics that will be covered in this session are the acceptable workplace, standards for employee conduct and the respectful workplace. The presenter will discuss the respectful workplace through individual contribution, practical strategies for taking care of yourself, beliefs and actions of peak performers, memorable contributors to the ideal workplace and the essential elements of the respectful workplace. **Debbie Simpkins**, Training Instructor for the Social Service Group (SSG), San Bernardino, California.

FORUMS

H-1 MANAGERS /SUPERVISORS - HOW ARE YOU SURVIVING WELFARE REFORM?: This forum is an opportunity for administrators, managers and supervisors to have an open discussion where ideas will be shared on what you are doing to survive all the various welfare reform policies you are charged with implementing. How are you handling the implementation and impact of the PRWORA changes on your staff, clients and community partners. This forum will allow attendees to share their individual situations, facilitating networking to resolve difficulties with and concerns about this major change. There will be no panel or lecturers - you, the attendee are the presenter. Facilitator: **Robert McDonough**, Administrator for Individual and Family Services, RI Department of Human Services.

H-2 MEMBER'S VIEWS: This open discussion will afford members the opportunity to share their aspirations for the Association's future direction. All comments shared in this session will be given consideration by the President and the Board in their future planning sessions. Facilitator: **Susan Lieb**, President, NEW

H-3 CHAPTER EXCHANGE: This forum will afford participants from State and Local Chapters of NEW the opportunity for an open discussion and the exchange of ideas. The discussion may focus on the strategies and efforts of the chapters in attendance and how they have mobilized resources to provide their members services such as regional conferences, local newsletters and legislative activities. Come lend your support, share your successful endeavors and learn some that you haven't thought of. Facilitator: **Jeannette Cabral**, President, Rhode Island Chapter, NEW

H-4 HOW TO START A STATE OR LOCAL CHAPTER OF NEW: In this forum, participants will learn how to start a State or Local NEW Chapter and will receive a "How To" packet that includes tips on what the Chapter must do to receive its Charter from the National Association. Come with your questions. Facilitator: **Betty Strecker**, Board of Directors NEW.

CONFERENCE TRAVEL DISCOUNTS

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When you call or fax, ask for Paula Donnelly, Nancy DeCesaris or Betty Lou Minasian. These senior travel consultants have been assigned to handle all requests and reservations for NEW members.

Call for details on special one, two and three day tours to:

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Nantucket Cruise

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FORT BEND COUNTY
TRAVEL AUTHORIZATION

07-21-98 10:44 IN

#6

TO: COMMISSIONERS COURT

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

CHARLES W. "BILL" HENRY

BOBBY HUGHES

DON MASSEY

DATE OF DEPARTURE: SEPTEMBER 13, 1998

DATE OF RETURN: SEPTEMBER 17, 1998

DESTINATION: CLARK COUNTY NEVADA

PURPOSE OF TRIP: 1998 AMERICAN PUBLIC WORKS ASSOCIATION AND CONVENTION

MODE OF TRANSPORTATION: AIRFARE

FUNDING SOURCE: 105-075-0750-0701

DEPARTMENT HEAD APPROVAL: C.W. "BILL" HENRY, ROAD COMMISSIONER
Name & Department

DATE: 7-21-98

Signature C.W. Henry

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

#7

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O.Box 399 Richmond, Texas 77406-0399
(281) 341-3710 Fax (281) 341-9267

DATE: July 9, 1998

07-10-98 A11:31 IN

TO: County Judge Mike Rozell ✓
Commissioner R. L. "Bud" O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Ben W. "Bud" Childers, County Attorney

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Jack L & Mattie L Ripley; 5902-00-000-1601-907;
1997 Tax Year, Precinct 4

Mr. Ripley is requesting waiver of penalty and interest on the above referenced account for the 1997 tax year.

Tax Office records indicate:

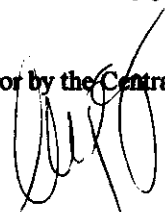
- 1997 tax was assessed on the tax roll with the incorrect address
- no evidence that Fort Bend Central Appraisal District was notified of the address change until June 18, 1998
- Original 1997 statement mailed to First Union Mortgage Corporation
- Taxpayer paid mortgage loan off in 1997; thus being responsible for the property taxes
- no notification from First Union Mortgage Corp that the statement was erroneously requested
- March notice mailed to taxpayer at 3614 Covey Trail, Missouri City, TX 77459-3006 and returned to our office as "forwarding order expired"
- May notice mailed to 3614 Covey Trail, Missouri City, TX 77459-3006 and returned to our office with a forwarding address
- Mailed 1997 statement to forwarding address: 115 Dorsett Dr, Irving, TX 75063-5939. The taxpayer stated that this was his daughter's address
- no contact from property owner requesting a 1997 tax statement until June 17, 1998
- payment was received on June 29, 1998

Breakdown of Taxes Paid:

Base Tax	\$555.88
Penalty and Interest	\$ 83.38
Total Paid	\$639.26

Section 31.01 (g) of the Texas Property Tax Code states, "Failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

I do not recommend waiver of penalty and interest. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office.





COUNTY JUDGE

Fort Bend County, Texas

Michael D. Rozell
County Judge

(281) 341-8608
Fax (281) 341-8609

Jack L. & Mattie L. Ripley
#5902-00-000-1601-907
3614 Covey Trail
Missouri City, TX 77459-3006

c/o: 115 Dorsett Drive
Irving, TX 75063-5939

* Notice will be mailed to
both addresses

Your request for waiver of tax penalty and interest has been received.

This request will be considered by Commissioners Court on Tuesday, July 28, 1998
at 1:00 p.m.. Please be present at this meeting. If you cannot attend, please
notify our office at 281-341-8608.

Very truly yours,

Michael D. Rozell
County Judge

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE AGREEMENT
BETWEEN FORT BEND COUNTY AND CHARTER FILMS, INC.**

On this the 28 day of July, 1998, 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 is hereby authorized to execute the
Agreement with Charter Films, Inc. to film movie scene in courthouse building. Agreement is
attached hereto for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
CHARTER FILMS, INC.**

THIS AGREEMENT made effective this 28 day of July, 1998 by and between Fort Bend County, Texas (hereinafter referred to as the "**County**"), a body corporate and politic, acting herein by and through its Commissioners' Court, and Charter Films, Inc., a corporation authorized under the laws of the State of Texas, acting herein by and through its duly authorized officers (hereinafter referred to as "**Charter**").

WITNESSETH:

WHEREAS, Charter needs to rent a courtroom and a jury room as discussed in the letter attached as Exhibit "A"; and,

WHEREAS, the **County** desires and is authorized to provide this service; and,

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

**I.
PURPOSE**

1.01 The purpose of this Agreement is to provide a location for filming a movie in Fort Bend County, ~~and for the benefit of charity.~~ 

**II.
GENERAL PROVISIONS**

2.01 County owns or control the Property, and consent or authorization is or shall be necessary to enable Charter to enter upon or use the Property for the purpose stated herein. County authorizes Sgt. Mary Charles to supervise security at the Property.

2.02 Producer and its employees, agents, contractors and suppliers are hereby granted permission to enter upon the Property for the purpose of photographing and recording certain scenes for the Picture commencing on or about August 2, 1998.

2.03 Producer may place all necessary facilities and equipment, including temporary sets, on Property. Producer shall remove the same after completion of work and leave the Property in as good condition as when received, excluding reasonable wear and tear from uses permitted herein and changes or alterations accepted by owner.

2.04 Producer shall use reasonable care to prevent damage to the Property, and will indemnify County against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by Producer or its employees, agents, contractors and suppliers in connection with Producer's use of the Property hereunder. Producer will hold County harmless against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by Producer or its employees, agents, contractors and suppliers in connection with Producer's use of the Property hereunder.

III. **CONSIDERATION**

3.01 Charter shall pay the sum of \$500 to Fort Bend County ~~to subsequently be donated to a charity chosen independently by the Commissioners Court of Fort Bend County.~~ 

IV.
TERM

July 31

4.01 The term of this agreement shall commence on Friday, ~~August 2~~, 1998, and end on Sunday, August ~~7~~³, 1998, unless sooner terminated as provided in this Agreement.

4.02 This agreement may be terminated at any time, for any reason, by either party by giving verbal notice to the other party.

V.
INDEMNIFICATION

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

VI.
LIABILITY INSURANCE

6.01 Charter shall, during the entire term of this Agreement, keep in full force and effect the policy or general liability insurance, attached hereto as Exhibit "B" and incorporated herein for all legal purposes. The policy names Fort Bend County as insured, and shall contain a clause that the insurer will not cancel or change the insurance. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this agreement.

VII.
MISCELLANEOUS

7.01 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.

7.02 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.

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

7.04 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.

7.05 Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.

7.06 Charter represents that it is certified or licensed by the State of Texas and/or the appropriate certifying or licensing organization.

VIII.
INDEPENDENT CONTRACTOR

8.01 In the performance of work or services hereunder, Charter shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing

work required hereunder shall be deemed solely as employees of Charter or, where permitted, of its subcontractors.

8.02 Charter 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 the **County** and shall not be entitled to any of the privileges or benefits of **County** employment.

IX.
SUCCESSORS AND ASSIGNS

9.01 This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Charter shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the **County**. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **County**.

X.
NOTICES

10.01 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 Michael D. Rozell

Notices to Charter shall be delivered to:

Charter Films, Inc.
6780 S. W. Freeway
Acapulco Room
Houston, Texas 77074

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

FORT BEND COUNTY, TEXAS

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

Date: 7-28-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

CHARTER FILMS, INC.

By: Craig A. Busch
Date: July 23, 1998

MAKEOVER

July 15, 1998

Honorable Judge Michael D. Rozell
Fort Bend County Courthouse
301 Jackson Street
Richmond, Texas 77469

Dear Judge Rozell,

Charter Films, Inc. would like to film some scenes for the television movie entitled "Makeover" at the Fort Bend County Courthouse in Judge Culver's courtroom. "Makeover" is being produced in association with Wilshire Court Productions who have filmed three other movies in the Houston area. Filming will begin on August 2nd and continue for four weeks throughout the Houston area.

The two areas we are interested in filming are Judge Culver's courtroom and a jury room downstairs that we would dress to look like an office. The filming would take one full day. We are currently planning to schedule this day on a Sunday when court is not in session. I have spoken with Raydell in Judge Culver's office and the schedule of the court is very full on weekdays during the month when we will be filming.

Many years ago, I worked on a movie entitled "The Final Verdict" that filmed for a week in the same courtroom. While much of the filming was done on weekdays during a judge's convention, we also used the courthouse over the week-end by hiring Sheriff's deputies and bailiffs to allow us access. Sgt. Mary Charles was involved with this project and has told me that it would not be a problem to arrange something similar again. For this project, we would probably need some access on Saturday as well to dress the jury room as an office.

When I filmed at the courthouse before, the movie company made a five hundred dollar donation to Fort Bend for the Veteran's memorial for allowing us to film there. We would be happy to do the same thing again to a similar cause. We also will provide you with a copy of our insurance and a contract agreement that includes a hold harmless statement. I am including a blank copy of this agreement for you to look over.

CHARTER FILMS, INC.
6780 Southwest Freeway, Acapulco Rm
Houston, TX 77074
(713) 975-8721 (713) 975-6238 fax

We are working very closely with the Houston Film Commission on this project. Please feel free to call Rick Fergeson or Alfred Cervantes at the Film Commission if you have any questions regarding this project. Whenever a movie comes to an area, there are many benefits to the area where the filming takes place. There is an economic benefit that is seen in the local communities through the use of restaurants, hotels, hiring of local police and crew members as well as the purchasing of supplies and materials.

This is a good project for Houston and we must depend on a cooperative spirit from each and every one to make this filming possible. It is only with the help and cooperation from facilities such as yours that we can hope to bring other film projects to the Houston area in the future.

Please give me call if you have any questions or require additional information. I can be reached at (713) 975-6221 or pager number (713) 648-2720.

I look forward to having the chance to work with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Craig A. Busch". The signature is written in dark ink and is positioned above the typed name and title.

Craig A. Busch
Location Manager
Charter Films, Inc.

CHARTER FILMS, INC.

6780 Southwest Freeway, Acapulco Room
Houston, Texas 77074

713-975-8721

fax--713- 975-6238

LOCATION AGREEMENT

DATE: _____

RE: _____ ("Property")

SET: _____

Ladies/Gentleman:

This will confirm the understanding between CHARTER FILMS, INC. ("Producer") and the undersigned ("Grantor") with respect to the Producer's use of the Property in connection with the production of a television motion picture tentatively entitled "_____" (Picture).

1. Grantor owns or controls the Property, and no other consent or authorization is or shall be necessary to enable Producer to enter upon or use the Property for the purpose stated herein.
2. Producer and it's employees, agents, contractors and suppliers are hereby granted permission to enter upon the Property for the purpose of photographing and recording certain scenes for the Picture commencing on or about _____ (subject to change, by good faith mutual consent of Producer and Grantor, on account of weather conditions or changes in the production schedule) and continuing until completion of all scenes and work required.
3. Producer may place all necessary facilities and equipment, including temporary sets, on Property. Producer shall remove the same after completion of work and leave the Property in as good condition as when received, excluding reasonable wear and tear from uses permitted herein and changes or alterations accepted by owner.
4. Producer shall use reasonable care to prevent damage to the Property, and will indemnify Grantor against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by Producer or it's employees, agents, contractors and suppliers in connection with Producer's use of the Property hereunder. Producer will hold Grantor harmless against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by Producer or it's employees, agents, contractors and suppliers in connection with Producer's use of the Property hereunder.

5. Producer, its successors, assigns and licensees, shall have the unlimited, irrevocable, perpetual right to use, reproduce, exhibit and otherwise exploit the Picture, including the name of the Property in the Picture, and all poses, scenes and sound photographed and recorded on the Property for the Picture throughout the universe by any means and in any manner as Producer may determine and Grantor shall have no right therein or thereto. Producer shall have the right to attribute Property and its name, likeness and/or logo to any location anywhere in the world at Producer's discretion. Neither Grantor nor other party having interest in the Property shall have the right of action against Producer arising out of any use of said photography and recordings hereunder.
6. Grantor acknowledges that Producer will, in reliance hereon, incur substantial costs, expenses and perform certain acts which Producer would not have done in the absence thereof.
7. In the event that Producer enters onto and utilizes the Property pursuant hereto, Producer shall pay to Grantor, and Grantor shall accept, in full payment, satisfaction and discharge for all rights granted and agreed to be guaranteed hereunder, compensation as follows:

_____ (\$ _____)

In the event Producer must return to shoot any additional scenes or pick-up shots, Producer shall pay Grantor the same rate pro-rated as above noted.

8. The Grantor hereby releases Producer and its licensees, successors, assigns, all networks, stations, sponsors and advertising agencies from any and all claims, demands or causes of action which the Grantor, its heirs, successors or assigns may now have or hereafter acquire by reason of Producer's photographing, recording and using photographs or sound recordings taken of the Property, including, but not limited to, all buildings (exterior and interior), equipment, facilities and signs thereon.
9. Other provisions: _____

10. This is the entire agreement between Grantor and Producer.
11. I understand this agreement and freely agree thereto.

Very truly yours,

By: _____
"Grantor"

Name: _____
(please print)

Address: _____

Federal ID/Social Security # _____

ACCEPTED:

CHARTER FILMS, INC.

By: _____
Location Manager

By: _____
Line Producer or UPM



COUNTY ATTORNEY

Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney

07-22-98 11:39 AM (281) 341-4555
Fax (281) 341-4557

TO: Mandi Bronsell

cc: Commissioners
Dianne Wilson, County Clerk
Glory Hopkins, District Clerk

07-22-98 11:39 AM
#9

FROM: Laura Johnson

DATE: 7/22/98

SUBJECT: Agenda Item
July 28, 1998

The County Attorney's office has reviewed the enclosed renewal Electronic Payment Agreement with Frost National Bank. Please place on the July 28, 1998 agenda for consideration by the Court.

Thanks

/3463

07-22-98 11:39 AM

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ELECTRONIC PAYMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND FROST NATIONAL BANK**

This Electronic Payment Agreement ("Agreement") is made this 28 day of July, 1998, by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter sometimes referred to as "COUNTY"), and FROST NATIONAL BANK, 100 West Houston Street, San Antonio, Texas 78205 (hereinafter sometimes referred to as "BANK").

WITNESSETH:

WHEREAS, the COUNTY has the authority to collect certain fees through the office of the County Clerk of FORT BEND COUNTY (hereinafter sometimes referred to as the "COUNTY CLERK") as set forth in TEX. LOCAL GOV'T CODE ANN., §§118.011 - 118.052, and other statutes; and

WHEREAS, the COUNTY and the BANK share the common goal of increasing the speed and ease of the collection of funds generated by services provided by the COUNTY CLERK; and

WHEREAS, LegalEase is a product of the BANK operated under an exclusive license of U.S. Patent #4,725,719; and

WHEREAS, the COUNTY wishes to provide services through the COUNTY CLERK via telephone, mail, remote and/or facsimile and at convenient walk-in locations.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I.
Definitions

1.01 "Applicant" means the person or entity wishing to utilize the County Clerk's services and wanting to pay for these services with a LegalEase Card.

1.02 "Business Day" means a day on which the BANK is open to the public for carrying on substantially all of banking functions but not including Saturdays, Sundays and Bank holidays.

1.03 "Commissioners Court" means the Fort Bend County Commissioners Court.

1.04 "County Clerk" means Dianne Wilson, the County Clerk of Fort Bend County, Texas, or her successor in office or authorized representative.

1.05 "Guaranteed Transaction" means a LegalEase transaction that has been assigned a trace number and approval code by the system via the POS Device when the network is operational; or a LegalEase transaction wherein the County Clerk has called the BANK and verified the account cardholder number and funds when the network is not operational.

1.06 "LegalEase Card" means the "specific use corporate debit card" issued by the BANK. This card is issued by the BANK to an Applicant who has established a demand deposit account at the BANK for the purpose of purchasing County Clerk services. The card contains a unique set of numbers that, when used by the Applicant to purchase services from the County Clerk, enables the BANK to electronically withdraw funds from the Applicant's demand deposit account and credit the COUNTY's Designated Account.

1.07 "Network" means the computer system through which the electronic authorization and settlement capture of LegalEase transactions is accomplished.

1.08 "POS Device" means the hardware and/or software through which electronic authorization, capture and settlement of LegalEase transactions is accomplished.

1.09 "Processing Day" means the next Business Day following the Transaction Day. If a sale occurs on a Saturday, a Sunday or a bank holiday, the Processing Day shall be the next Business Day immediately following that Saturday, Sunday or bank holiday.

1.10 "Service" means any authorized service provided by the County Clerk of Fort Bend County, Texas.

1.11 "Service Office" means the location receiving a request for a Service and accepting payment for that Service. Each Such Service Office shall be designated and approved by the COUNTY and/or County Clerk.

1.12 "Settlement Day" means the day the BANK shall credit funds related to Services to the COUNTY's Designated Account.

1.13 "Transaction Day" means the calendar day on which the Service is purchased.

1.14 "Vendor" means a third party vendor, contracted by the BANK, which provides electronic authorization, capture, and settlement services. The Vendor is hereby declared to be the BANK's agent for all purposes of this Agreement and all duties set forth herein.

II.

Costs To Be Borne By Bank

2.01 In order to accomplish the services contemplated in this Agreement, the BANK shall provide the County Clerk with the appropriate number of copies of the PC Software, as defined in Schedule "A" attached hereto and made a part hereof, as County Clerk and BANK determine are required to enable the County Clerk to obtain electronic authorization and settlement capture of LegalEase transactions. The BANK assumes responsibility for all costs and expenses related to the maintenance, enhancement and delivery of said software. In the event that some or all of the County Clerk PC's to be used to process LegalEase transactions are not equipped with telephone modems, the BANK assumes responsibility for the cost of acquisition and installation of telephone modems for said PC's. The BANK will provide all necessary training for County Clerk personnel at the BANK's expense.

III.

County Clerk Settlement Account

3.01 The County Clerk shall designate to the BANK the bank and account number to which all proceeds due the COUNTY for services provided hereinunder will be credited ("Designated Account"). The BANK shall transfer the proceeds due the COUNTY to the Designated Account as directed by the COUNTY. There shall be no charge by the BANK to the COUNTY for the transfer of the proceeds. The County Clerk may change the bank and account number designated to which the proceeds due the COUNTY are credited by giving the BANK thirty (30) days written notice. In the event that the County Clerk determines that there has been an overpayment by the BANK to the Designated Account, the COUNTY will issue repayment to the BANK in that amount pursuant to the provisions of Section 8.2, below.

3.02 Repayments by the COUNTY to the BANK resulting from overpayments by the BANK to the COUNTY shall be made from available current revenue funds.

IV.

Processing Procedures

4.01 The County Clerk shall obtain LegalEase Card information from the Applicant and shall enter the necessary information into the Network using the POS Device. If the transaction is approved, the information will be captured for settlement and the Services rendered. If the transaction is not authorized (declined), the BANK will not guarantee the funds related to that sale of Services, the transaction will not be captured for Settlement, and any Services provided will not be made subject to the terms of this Agreement.

4.02 In the event the Network is not operational when a Service is to be rendered, the following procedures shall apply:

- a. The County Clerk shall obtain authorization for LegalEase sales by calling the BANK to verify the cardholder account has sufficient funds to cover the sale and the LegalEase Card is authorized for use;
- b. The Transaction will then be memorialized on a mutually agreed upon worksheet, including the notation of a Transaction reference number which shall be given to the County Clerk by the BANK at the time of the telephone authorization;
- c. If the Network subsequently becomes operational on the Transaction Day it became inoperable and a reasonable amount of time remains before the close of business in which to effectuate the entries into the Network, then those Transaction(s) for which the County Clerk received telephone authorizations will be entered into the Network on a "post authorization" basis; and
- d. If the Network fails to become operational on the same Transaction Day it becomes inoperable, or there is insufficient time to effectuate the entries into the Network, or the Network remains inoperable for more than one (1) Transaction Day, then the County Clerk will advise the BANK of the Transactions for that particular Transaction Day via a facsimile transmission on the mutually agreed upon worksheet referred to in (b), above.

4.03 The BANK will credit the COUNTY's Designated Account with the total amount of LegalEase sales for each Transaction Day one (1) Business Day following the Processing Day.

4.04 The BANK agrees the Network shall be available to County Clerk for processing transactions during the hours of 8:00 a.m. to 5:00 p.m. on all Business Days. In the event the Network is not operational during those hours the BANK will provide telephone authorization for the transactions which, when the network is once again available, must then be entered into the County Clerk PC's for final authorization and capture.

V.

Reports

5.01 On or before 9:00 a.m. of the first Business Day following each Processing Day, the BANK agrees to deliver, by facsimile or other mutually agreed upon electronic transmission method, a report or data file listing all LegalEase transactions occurring the prior Processing Day to:

The Honorable Dianne Wilson
Fort Bend County Clerk
Facsimile No.: (713) 341-8669

VI.

LegalEase Account Relationship

6.01 The BANK releases the COUNTY and County Clerk from any and all liability resulting from the Bank's contract with Applicant(s) and acknowledges that any and all fees related to LegalEase accounts and the use of LegalEase services will be paid by Applicant(s)

VII.

Risk of Loss

7.01 The approval of transactions, including the approval of transactions processed while the Network is down, acts as a material inducement for the County Clerk to render Services in the manner described in this Agreement. The BANK hereby acknowledges that the COUNTY and the County Clerk rely totally on this authorization information in rendering such Services. The BANK shall bear the risk of loss and shall assume collection responsibilities for all Guaranteed Transactions. With modifying the risk of loss allocations set out above, the COUNTY will cooperate with the BANK in preventing the unauthorized use of LegalEase cards. The COUNTY will also assist in the investigation of such unauthorized use by sharing relevant payment transaction information regarding Services rendered to the extent allowed by law.

VIII.

Adjusting Entries

8.01 When the BANK receives notification of an adjustment from an Applicant, the BANK agrees to verify said adjustment with Applicant. COUNTY agrees to cooperate with BANK in such verification.

8.02 If an adjustment is determined to be valid by the BANK, a worksheet will be provided by the BANK to the COUNTY showing the adjustment required. In the event the adjustment results in the COUNTY being credited additional funds, the BANK will credit funds, as stated in the worksheet, to the COUNTY's Designated Account no later than two (2) Business Days following the day the COUNTY notifies the BANK of its verification of the adjustment. In the event the COUNTY has received credit for money in an amount more than the actual amount due for the Services, upon approval of said adjustment amount by the COUNTY, the COUNTY will make payment to the BANK within fifteen (15) Business Days following the date of its approval of said adjustment amount.

IX.

Indemnification

9.01 The BANK agrees to indemnify, defend, and hold the COUNTY and/or the County Clerk, and their agents and employees, harmless from any action arising or any losses suffered as a result of the services provided by BANK under this Agreement. The BANK further agrees to waive liability of any kind that may accrue due to errors or omissions by the COUNTY and/or County Clerk, their agents and employees.

X.

Notices

10.01 All notices required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and shall be deemed to have been given immediately if delivered in person to the address set forth in Section 10.01 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified as follows:

FOR THE COUNTY: The Honorable Michael D. Rozell
County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Facsimile: (713) 341-8609

FOR THE BANK: Frost National Bank- San Antonio
100 West Houston Street
San Antonio, Texas 78296
Attn: Tom Frost, III

For the purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address:

The Honorable Dianne Wilson
County Clerk
301 Jackson
Richmond, Texas 77469

10.02 Change of Address. The aforesaid addresses may be changed upon giving written notice of said change as provided herein.

XI.

Contract Period

11.01 Initial Term. The term of this Agreement is for a period of one (1) year from the date hereof. This Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

11.02 Termination. This Agreement may be terminated by either party, without cause, by giving the other party sixty (60) days written notice with such notice being in accordance with the provisions of Section 10.1 hereinabove.

XII.

Assignment

12.01 This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

XIII.

Retention, Accessibility and Audit of Records

13.01 Bank Retention. BANK shall maintain all operational and fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, or for six (6) years (fiscal year plus five years) from the transaction date, whichever occurs last according to V.T.C.A. Local Gov. Code Section 203.042. The BANK shall notify the County Clerk prior to the destruction of any records and/or documentation.

13.02 County Access. BANK shall give COUNTY and/or County Clerk, and their duly authorized representatives, access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by BANK pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as these records are retained by BANK.

13.03 County Retention. COUNTY and / or County Clerk shall maintain all operational and fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, or for six (6) years from the transaction date, whichever occurs last.

13.04 Bank Access. COUNTY and / or County Clerk shall give BANK, or its duly authorized representatives, access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by COUNTY pertaining to this Agreement to the extent allowed by law at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by COUNTY.

IVX.

Miscellaneous Provisions

14.01 This Agreement contains the entire understanding of the parties and supersedes any and all previous discussions proposals, or agreements, if any, between the parties with respect to the subject matter hereof. There shall be no amendment or modification of this Agreement except in writing signed by the parties hereto.

14.02 This Agreement shall be construed pursuant to the laws of the State of Texas and all obligations hereunder are performable in Fort Bend County, Texas.

14.03 To the extent, if any, that any provision in the Agreement is in conflict with TEX. GOV'T CODE ANN. Chapter 552 ("Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the COUNTY, its officers and employees, may request advice, decisions, and opinions from the Attorney General of the State of Texas with regard to the application of the Open Records Act to any software, or any part thereof, and as to whether other items or data furnished to the COUNTY are available to the public under the provisions of the Open Records Act. It is further understood that the COUNTY, its officers and employees, shall have the right to rely on the advice, decisions and opinions issued by the Attorney General. In addition the COUNTY, its officers and employees, shall have no liability or obligations for the disclosure to the public of any software, or a part thereof, or other items or data furnished to the COUNTY in reliance on any advice, decision or opinions issued by the Attorney General of the State of Texas.

14.04 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a waiver of relinquishment by that party of any right granted herein or of the future performance of such term, covenant or condition.

14.05 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.06 Continued Liability. Notwithstanding any exercise by COUNTY of its right of termination, BANK shall not be relieved of any liability to COUNTY for damages due to COUNTY by virtue of any breach of this Agreement by BANK. COUNTY may withhold payments owed to BANK under Section 8.2 until the exact amount of damages due the COUNTY from the BANK is agreed upon or is otherwise determined.

14.07 Applicable Law. BANK and COUNTY shall comply with the Constitution of United States and the State of Texas and all federal, state, county and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement.

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Legal Authority

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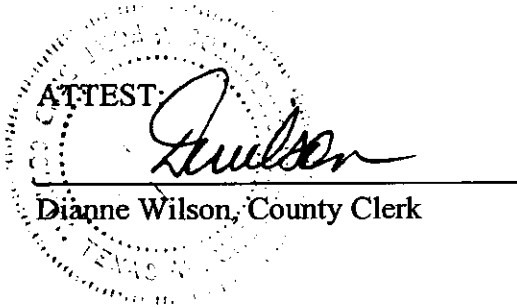
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IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

Fort Bend County, Texas

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

Date: 7-28-98



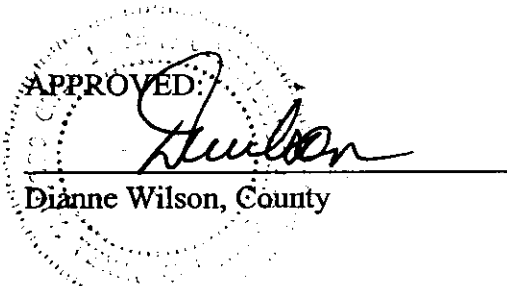
Dianne Wilson, County Clerk

Frost National Bank

By: Edward N. Piner
Edward N. Piner, Vice President

Date: 6/30/98

ATTEST:



Dianne Wilson, County

APPROVED AS TO LEGAL FORM:

Ben W. Childers
Ben W. "Bud" Childers
County Attorney

APPROVED AS TO FINANCIAL CONTENT:

Robert Grayless
Robert Grayless
County Auditor

Kathy Hynson
Kathy Hynson
County Treasurer

Schedule A

The BANK will provide as many copies of the PC Software as are required by the County Clerk for this operation. If additional copies of the PC software are required, after initial implementation, those copies will be provided by the BANK at BANK's expense.

**ORDER AUTHORIZING THE COUNTY JUDGE TO
EXECUTE THE ELECTRONIC PAYMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND FROST NATIONAL BANK - SAN ANTONIO**

On this the 28th day of July, 1998, 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 execute the Electronic Payment Agreement between Fort Bend County and Frost National Bank - San Antonio for LegalEase services, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ELECTRONIC PAYMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND FROST NATIONAL BANK**

This Electronic Payment Agreement ("Agreement") is made this 28th day of July, 1998, by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter sometimes referred to as "COUNTY"), and FROST NATIONAL BANK, 100 West Houston Street, San Antonio, Texas 78205 (hereinafter sometimes referred to as "BANK").

WITNESSETH:

WHEREAS, the COUNTY has the authority to collect certain fees through the office of the District County Clerk of FORT BEND COUNTY (hereinafter sometimes referred to as the "DISTRICT CLERK") as set forth in TEX. GOV'T CODE ANN., §§51.317 - 51.319, and other statutes; and

WHEREAS, the COUNTY and the BANK share the common goal of increasing the speed and ease of the collection of funds generated by services provided by the DISTRICT CLERK; and

WHEREAS, LegalEase is a product of the BANK operated under an exclusive license of U.S. Patent #4,725,719; and

WHEREAS, the COUNTY wishes to provide services through the DISTRICT CLERK via telephone, mail, remote and/or facsimile and at convenient walk-in locations.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I.
Definitions

- 1.01** "Applicant" means the person or entity wishing to utilize the District Clerk's services and wanting to pay for these services with a LegalEase Card.
- 1.02** "Business Day" means a day on which the BANK is open to the public for carrying on substantially all of banking functions but not including Saturdays, Sundays and Bank holidays.
- 1.03** "Commissioners Court" means the Fort Bend County Commissioners Court.
- 1.04** "District Clerk" means Glory Hopkins, the District Clerk of Fort Bend County, Texas, or her successor in office or authorized representative.
- 1.05** "Guaranteed Transaction" means a LegalEase transaction that has been assigned a trace number and approval code by the system via the POS Device when the network is operational; or a LegalEase transaction wherein the District Clerk has called the BANK and verified the account cardholder number and funds when the network is not operational.
- 1.06** "LegalEase Card" means the "specific use corporate debit card" issued by the BANK. This card is issued by the BANK to an Applicant who has established a demand deposit account at the BANK for the purpose of purchasing District Clerk services. The card contains a unique set of numbers that, when used by the Applicant to purchase services from the District Clerk, enables the BANK to electronically withdraw funds from the Applicant's demand deposit account and credit the COUNTY's Designated Account.
- 1.07** "Network" means the computer system through which the electronic authorization and settlement capture of LegalEase transactions is accomplished.
- 1.08** "POS Device" means the hardware and/or software through which electronic authorization, capture and settlement of LegalEase transactions is accomplished.
- 1.09** "Processing Day" means the next Business Day following the Transaction Day. If a sale occurs on a Saturday, a Sunday or a bank holiday, the Processing Day shall be the next Business Day immediately following that Saturday, Sunday or bank holiday.
- 1.10** "Service" means any authorized service provided by the District Clerk of Fort Bend County, Texas.
- 1.11** "Service Office" means the location receiving a request for a Service and accepting payment for that Service. Each Such Service Office shall be designated and approved by the COUNTY and/or District Clerk.
- 1.12** "Settlement Day" means the day the BANK shall credit funds related to Services to the COUNTY's Designated Account.

1.13 "Transaction Day" means the calendar day on which the Service is purchased.

1.14 "Vendor" means a third party vendor, contracted by the BANK, which provides electronic authorization, capture, and settlement services. The Vendor is hereby declared to be the BANK's agent for all purposes of this Agreement and all duties set forth herein.

II.

Costs To Be Borne By Bank

2.01 In order to accomplish the services contemplated in this Agreement, the BANK shall provide the District Clerk with the appropriate number of copies of the PC Software, as defined in Schedule "A" attached hereto and made a part hereof, as District Clerk and BANK determine are required to enable the District Clerk to obtain electronic authorization and settlement capture of LegalEase transactions. The BANK assumes responsibility for all costs and expenses related to the maintenance, enhancement and delivery of said software. In the event that some or all of the District Clerk PC's to be used to process LegalEase transactions are not equipped with telephone modems, the BANK assumes responsibility for the cost of acquisition and installation of telephone modems for said PC's. The BANK will provide all necessary training for District Clerk personnel at the BANK's expense.

III.

District Clerk Settlement Account

3.01 The District Clerk shall designate to the BANK the bank and account number to which all proceeds due the COUNTY for services provided hereinunder will be credited ("Designated Account"). The BANK shall transfer the proceeds due the COUNTY to the Designated Account as directed by the COUNTY. There shall be no charge by the BANK to the COUNTY for the transfer of the proceeds. The District Clerk may change the bank and account number designated to which the proceeds due the COUNTY are credited by giving the BANK thirty (30) days written notice. In the event that the District Clerk determines that there has been an overpayment by the BANK to the Designated Account, the COUNTY will issue repayment to the BANK in that amount pursuant to the provisions of Section 8.2, below.

3.02 Repayments by the COUNTY to the BANK resulting from overpayments by the BANK to the COUNTY shall be made from available current revenue funds.

IV.

Processing Procedures

4.01 The District Clerk shall obtain LegalEase Card information from the Applicant and shall enter the necessary information into the Network using the POS Device. If the transaction is approved, the information will be captured for settlement and the Services rendered. If the transaction is not authorized (declined), the BANK will not guarantee the funds related to that sale of Services, the transaction will not be captured for Settlement, and any Services provided will not be made subject to the terms of this Agreement.

4.02 In the event the Network is not operational when a Service is to be rendered, the following procedures shall apply:

- a. The District Clerk shall obtain authorization for LegalEase sales by calling the BANK to verify the cardholder account has sufficient funds to cover the sale and the LegalEase Card is authorized for use;
- b. The Transaction will then be memorialized on a mutually agreed upon worksheet, including the notation of a Transaction reference number which shall be given to the District Clerk by the BANK at the time of the telephone authorization;
- c. If the Network subsequently becomes operational on the Transaction Day it became inoperable and a reasonable amount of time remains before the close of business in which to effectuate the entries into the Network, those Transaction(s) for which the District Clerk received telephone authorizations will be entered into the Network on a "post authorization" basis; and
- d. If the Network fails to become operational on the same Transaction Day it becomes inoperable, or there is insufficient time to effectuate the entries into the Network, or the Network remains inoperable for more than one (1) Transaction Day, then the District Clerk will advise the BANK of the Transactions for that particular Transaction Day via a facsimile transmission on the mutually agreed upon worksheet referred to in (b), above.

4.03 The BANK will credit the COUNTY's Designated Account with the total amount of LegalEase sales for each Transaction Day one (1) Business Day following the Processing Day.

4.04 The BANK agrees the Network shall be available to District Clerk for processing transactions during the hours of 8:00 a.m. to 5:00 p.m. on all Business Days. In the event the Network is not operational during those hours the BANK will provide telephone authorization for the transactions which, when the network is once again available, must then be entered into the District Clerk PC's for final authorization and capture.

V. Reports

5.01 On or before 9:00 a.m. of the first Business Day following each Processing Day, the BANK agrees to deliver, by facsimile or other mutually agreed upon electronic transmission method, a report or data file listing all LegalEase transactions occurring the prior Processing Day to:

Glory Hopkins
Fort Bend County District Clerk
Facsimile No.: (713) 341-4561

VI.

LegalEase Account Relationship

6.01 The BANK releases the COUNTY and District Clerk from any and all liability resulting from the Bank's contract with Applicant(s) and acknowledges that any and all fees related to LegalEase accounts and the use of LegalEase services will be paid by Applicant(s)

VII.

Risk of Loss

7.01 The approval of transactions, including the approval of transactions processed while the Network is down, acts as a material inducement for the District Clerk to render Services in the manner described in this Agreement. The BANK hereby acknowledges that the COUNTY and the District Clerk rely totally on this authorization information in rendering such Services. The BANK shall bear the risk of loss and shall assume collection responsibilities for all Guaranteed Transactions. With modifying the risk of loss allocations set out above, the COUNTY will cooperate with the BANK in preventing the unauthorized use of LegalEase cards by requesting an accompanying identification. The COUNTY will also assist in the investigation of such unauthorized use by sharing relevant payment transaction information regarding Services rendered to the extent allowed by law.

VIII.

Adjusting Entries

8.01 When the BANK receives notification of an adjustment from an Applicant, the BANK agrees to verify said adjustment with Applicant. COUNTY agrees to cooperate with BANK in such verification.

8.02 If an adjustment is determined to be valid by the BANK, a worksheet will be provided by the BANK to the COUNTY showing the adjustment required. In the event the adjustment results in the COUNTY being credited additional funds, the BANK will credit funds, as stated in the worksheet, to the COUNTY's Designated Account no later than two (2) Business Days following the day the COUNTY notifies the BANK of its verification of the adjustment. In the event the COUNTY has received credit for money in an amount more than the actual amount due for the Services, upon approval of said adjustment amount by the COUNTY, the COUNTY will make payment to the BANK within fifteen (15) Business Days following the date of its approval of said adjustment amount.

IX.

Indemnification

9.01 The BANK agrees to indemnify, defend, and hold the COUNTY and/or the District Clerk, and their agents and employees, harmless from any action arising or any losses suffered as a result of the services provided by BANK under this Agreement. The BANK further agrees to waive liability of any kind that may accrue due to errors or omissions by the COUNTY and/or District Clerk, their agents and employees.

X.
Notices

10.01 All notices required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and shall be deemed to have been given immediately if delivered in person to the address set forth in Section 10.01 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified as follows:

FOR THE COUNTY: The Honorable Michael D. Rozell
County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Facsimile: (713) 341-8609

FOR THE BANK: Frost National Bank- San Antonio
100 West Houston Street
San Antonio, Texas 78296
Attn: Tom Frost, III

For the purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address:

Glory Hopkins, District Clerk
Fort Bend County
Fort Bend County Courthouse
301 Jackson
Richmond, Texas 77469

10.02 Change of Address. The aforesaid addresses may be changed upon giving written notice of said change as provided herein.

XI.
Contract Period

11.01 Initial Term. The term of this Agreement is for a period of one (1) year from the date hereof. This Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

11.02 Termination. This Agreement may be terminated by either party, without cause, by giving the other party sixty (60) days written notice with such notice being in accordance with the provisions of Section 10.1 hereinabove.

XII.

Assignment

12.01 This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

XIII.

Retention, Accessibility and Audit of Records

13.01 Bank Retention. BANK shall maintain all operational and fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, or for six (6) years (fiscal year plus five years) from the transaction date, whichever occurs last according to V.T.C.A. Local Gov. Code Section 203.042. The BANK shall notify the District Clerk prior to the destruction of any records and/or documentation.

13.02 County Access. BANK shall give COUNTY and/or District Clerk, and their duly authorized representatives, access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by BANK pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as these records are retained by BANK.

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Fort Bend County, Texas

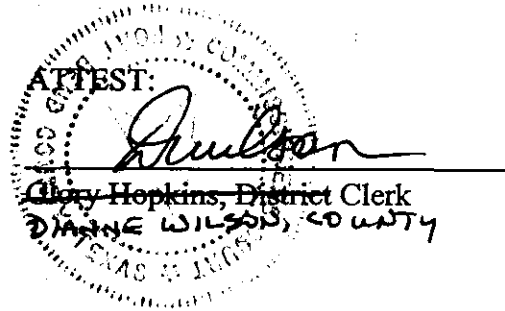
By:

Mike D. Rozell

Michael D. Rozell, County Judge

Date:

7-28-98



ATTEST:

Frost National Bank

By:

Edward N. Piner

Edward N. Piner, Vice President

Date:

6/30/98

APPROVED:

Glory Hopkins
Glory Hopkins, District Clerk

APPROVED AS TO LEGAL FORM:

Ben W. Childers
Ben W. "Bud" Childers
County Attorney

APPROVED AS TO FINANCIAL CONTENT:

Robert Grayless
Robert Grayless
County Auditor

Kathy Hynson
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EXECUTE THE ELECTRONIC PAYMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND FROST NATIONAL BANK - SAN ANTONIO**

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IT IS ORDERED that the Fort Bend County Judge execute the Electronic Payment Agreement between Fort Bend County and Frost National Bank - San Antonio for LegalEase services, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.



Office of Elections Administration
Fort Bend County, Texas

MEMORANDUM

#10

07-21-98 11:13 IN

Steve Raborn
Elections Administrator

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

MEMORANDUM

TO: County Judge Mike Rozell
and County Commissioners

FROM: Steve Raborn, Elections Administrator *SRaborn*

SUBJECT: Agenda item - appointment of election judges & alternates

DATE: July 21, 1998

I am requesting that the appointment of election judges and alternate judges be placed on the July 28, 1998 agenda of Commissioners Court.

I have enclosed a list of names submitted by the party chairs who must be appointed as election judges and alternate judges by Commissioners Court. My office took the original lists submitted by the party chairs and deleted those names who were either unqualified or unwilling to serve.

Several vacancies exist on the list. Commissioners court has the authority to appoint qualified persons to these vacancies. Generally speaking, a person must be a registered voter in the voting precinct in which he serves to be qualified.

Each vacancy is denoted with a "R" or "D" indicating the party alignment necessary to fill the vacancy. The new appointment procedure requires a person to be "aligned" with the proper political party for appointment. As there is no legal definition of "aligned", the Secretary of State advises that Commissioners Court has the authority to decide whether or not a particular person is "aligned" with a party for purposes of appointment to a vacancy for election judge or alternate. Ultimately, any appointee to one of these positions will decide whether they wish to serve as a designee of a particular party.

Should you have any names you wish to check for eligibility to fill one of the vacant positions, please call my administrative assistant for elections, Robin Heiman, at (281) 341-8679. Please don't hesitate to call me should you have any questions regarding this new appointment process for election judges and alternate judges. Thank you.

xc: Eric Thode, Republican Party Chair
Bill Tyler, Democratic Party Chair

**ELECTION JUDGES FOR 1998/1999
PRECINCT 1**

PRECINCT	JUDGE	ALTERNATE
1001	Lila Smith 800 Country Club Richmond, TX 77469 (281) 341-8156	Jean Anderson 903 Edgewater Richmond, TX 77469 (281) 239-7241
1002	Robert Petitt 1108 FM 2919 Beasley, TX 77417 (409) 532-5598	Marjorie M. Adams 13815 Battle Rd Beasley, TX 77417 (409) 532-0725
1007	Mary Nowak 129 Booth Richmond, TX 77469 (281) 545-8825	R - Vacant
1008	Betty Dernehl P O Box 97 Orchard, TX 77464 (409) 478-6587	Deloris Matej P O Box 64 Orchard, TX 77464
1010	Edee Sinclair 3419 Beasley Needville, TX 77461 (409) 793-6961	Janice Pryor P O Box 975 Needville, TX 77461
1012	R - Vacant	Effie Vogler 1415 Callender Rosenberg, TX 77471 (281) 232-2481
1015	Cynthia Weltzbarker 7526 Ave E Beasley, TX 77417	Sidney Pastor 2001 FM 1875 Beasley, TX 77417 (281) 342-2747
1016	Ray Fulghum 2514 Cedar Ln Rosenberg, TX 77471 (281) 342-9877	J. D. Alexander 3803 Ave P Rosenberg, TX 77471 (281) 232-4762
1018	Ann Barnes 13521 Oakwood Needville, TX 77461 (281) 240-6868 (w) (409) 553-3294	Loretta Myska 9503 Janda Rd Richmond, TX 77469 (409) 793-6610

1019	Frank Wootten 9710 FM 1489 Simonton, TX 77476 (281) 346-1380	Lillian Steffens P O Box 217 Simonton, TX 77476 (281) 533-9352
1021	Joyce Martin 20507 Lakeview Damon, TX 77430 (409) 553-3641	Gail Kurtz 20303 Oak Forest Rd Damon, TX 77430 (409) 553-3220
1024	Melissa Hildebrandt 8138 Blase Rd Rosenberg, TX 77471	Cheryl Davis 506 Twin Lane Rosenberg, TX 77471 (281) 342-8299
1025	Roy Hartmann 2703 Boulder Rosenberg, TX 77471 (281) 341-5103	Ester Poncik 5809 Pleak Richmond, TX 77469 (281)
1037	Ann Dubay 1205 Millie St Rosenberg, TX 77471 (281) 342-7584	Betty Weber 1119 Alamo St Rosenberg, TX 77471 (281) 342-4262
1038	Alberta Ellison 1202 Ave E Rosenberg, TX 77471 (281) 342-5799	Patti Everett 1211 Frost St Rosenberg, TX 77471 (281) 342-7678
1039	Maria Jimenez 419 Jefferson Rosenberg, TX 77471 (281) 344-8933	Santa Buenrostro Jimenez 419 Jefferson Rosenberg, TX 77471
1040	Veronica Fernandez 1405 Jenny Ln Richmond, TX 77469 (281) 344-9782	Frank Fernandez 1405 Jenny Ln Richmond, TX 77469 (281) 344-9782
1054	(139 Voters) Consolidated with 1024	
1067	Wayne Lambert 7106 Gettysburg Dr Richmond, TX 77469 (281) 343-1358	Marie Santana 503 Gonyo Ln Richmond, TX 77469
1068	Stephanie Whatley 16020 County Rd 522 Guy, TX 77444 (409) 793-4182	Lanette Schultz P O Box 411 Guy, TX 77444 (409) 793-4940

1072	Carlos Becerra P O Box 128 Rosenberg, TX 77471	Cynthia Rosales 1131 Sixth St (Mailing: 803 Center St) Rosenberg, TX 77471 (Richmond, TX 77469)
1073	James Lindemann 4614 Richwood S Rosenberg, TX 77471 (281) 342-5191	D - Vacant
1074	Gloria Rodriguez 1732 Brumbelow Rosenberg, TX 77471 (281) 342-3948	D - Vacant
1120	Paul Davis, Jr 6603 Cypress Village Sugar Land, TX 77479 (281) 343-0437	Bill Appel 7703 Tiburow Trail Sugar Land, TX 77479 (281) 343-1698

**ELECTION JUDGES FOR 1998/1999
PRECINCT 2**

PRECINCT	JUDGE	ALTERNATE
2003	Lillian Mc Cann Rt 1 Box 1454-D Fresno, TX 77545 (281) 431-5133	Ben Denham 1622 Misty Fawn Fresno, TX 77545 (281) 431-2917
2013	William Cronin 902 Pine Meadow Dr Missouri City, TX 77489 (281) 499-4037	Margaret Darby 915 Robinwood St Stafford, TX 77477 (281) 499-2926
2017	Christine Washington 15830 Kuegen Ln Missouri City, TX 77489 (281) 437-7489	Michael Bow 1407 Sugar Crossing Dr Sugar Land, TX 77474 (281) 265-2697
2023	Brenda Long 5038 Parkridge Dr Houston, TX 77053 (281) 437-1458	James Hunter 16211 Bowie Ridge Ln Houston, TX 77053 (281) 437-5126
2027	Kelly Kehrler 12303 Southmeadow Dr Stafford, TX 77477	Rose Mary Resuriz 9703 Olderest Stafford, TX 77477
2031	Shirley Johnson 15727 Corsair Houston, TX 77053 (281) 437-0268	Delores Franklin 15819 Ironside Hill Dr Houston, TX 77053 (281) 437-4009
2034	John Minchew 3510 Corbett Ct Missouri City, TX 77459 (281) 438-4926	Saundra Murray 3510 Cresswell Ct Missouri City, TX 77459 (281) 437-1110
2036	Joe Dickerson 8619 Quail Burg Missouri City, TX 77489 (281) 438-6947	R - Vacant
2048	Deborah Bell 2403 Ashmont Missouri City, TX 77489 (281) 499-5640	Bobby Mills 2206 Ashmont Ct Missouri City, TX 77459 (281) 499-9095

2050	Doris Thompson 2214 Long Barrel Dr Missouri City, TX 77489	Dale R. Gible 2022 Hammerwood Dr. Missouri City, TX 77489 (281) 438-2509
2051	Wanda Davila P O Box 1114 Missouri City, TX 77489 (281) 438-1871	Jeanette McDuffy 7606 Chasecreek Missouri City, TX 77489 (281) 835-0520
2052	Evelyn Barnett 15507 Willmore Ln Missouri City, TX 77489 (281) 437-2050	Jo Ann Clack 15303 Willview Rd Missouri City, TX 77489 (281) 437-1129
2055	Anita Coverson 16326 Napa Vine Dr Houston, TX 77053 (281) 437-8376	R - Vacant
2056	Samuel Gonzalez 15721 Maiden Ln Houston, TX 77053 (281) 437-0958	Joseph Morris, Jr. 15705 Bow Ln Houston, TX 77053
2058	Ruth Broussard 6111 Broussard Ln Rosharon, TX 77583 (281) 431-2771	Elizabeth Stamey 1130 Fenn Rd Arcola, TX 77583 (281) 431-2347
2059	Rodney Griffin 735 Stephanie Missouri City, TX 77489 (281) 437-0958	Lynn Carney 614 Tamwood Dr Missouri City, TX 77489 (281) 438-2529
2060	Cruz Garcia 1019 1/2 Corine Stafford, TX 77477	R - Vacant
2061	Patsy Summers 3914 Oakwick Forest Missouri City, TX 77459 (281) 431-1577	Patronita Reyes 4200 Crystal Ridge Missouri City, TX 77459
2070	(424 Voters) Consolidated with 2082	
2071	D - Vacant	R - Vacant
2075	Jerome Forest 2039 Wildwood Ridge Dr Missouri City, TX 77489 (281) 499-6562	Bruce Wing 2218 Peachwood Dr Missouri City, TX 77489
2076	(67 Voters) Consolidated with 2075	

2077	(197 Voters) Consolidated with 2075	
2078	R - Vacant	Robert Rosas 3226 Fifth St Stafford, TX 77477
2079	(167 Voters) Consolidated with 2013	
2080	(113 Voters) Consolidated with 2013	
2081	(346 Voters) Consolidated with 2013	
2082	Donald Robbins 2106 Ruffian Ln Stafford, TX 77477	Johnny Nunez 2623 Cedar Brook Dr Stafford, TX 77477 (281) 499-4357
2083	(77 Voters) Consolidated with 2013	
2084	(103 Voters) Consolidated with 2013	
2085	(01 Voters) Consolidated with 2082	
2086	(485 Voters) Consolidated with 2082	
2087	(11 Voters) Consolidated with 2013	
2088	(407 Voters) Consolidated with 2082	
2089	(28 Voters) Consolidated with 2013	
2090	(21 Voters) Consolidated with 2013	
2113	(01 Voters) Consolidated with 2060	
2114	(01 Voters) Consolidated with 2060	
2116	Ruth Johnson 16327 Hunting Dog Ln Missouri City, TX 77489 (281) 437-1546	R - Vacant
2117	(96 Voters) Consolidated with 2082	
2118	Zero Registered Voter (Consolidated with 2082)	

**ELECTION JUDGES FOR 1998/1998
PRECINCT 3**

PRECINCT	JUDGE	ALTERNATE
3004	Sandra Meineke 23119 Fairvine Park Dr. Katy, TX 77494 (281) 395-2506	D - Vacant
3005	J. D. Herold 3909 Skinner Ln Richmond, TX 77469 (281) 341-0368	Jean Adams 2634 Precinct Line Rd Richmond, TX 77469
3009	Teresa Raia 1721 Country Club Sugar Land, TX 77478 (281) 491-2803	D - Vacant
3014	Ann Crockett P O Box 536 Katy, TX 77492-0536 (281) 392-3295	D - Vacant
3020	Will Blakemore 1315 Bramblebury Sugar Land, TX 77478 (281) 494-7848	Barbara Shook 13634 Greenway Dr Sugar Land, TX 77478 (281) 242-0404
3022	Karin Noack 12027 Meadowdale Stafford, TX 77477 (281) 498-5065	James Thomas 11627 Brighton Stafford, TX 77477 (281) 498-2917
3032	R - Vacant	August Arrigoni 10143 Townemist Sugar Land, TX 77478 (281) 491-9403
3043	Judith Shellabarger 10607 Cook Rd Houston, TX 77099 (281) 495-0723	J. Elena Shellabarger 10607 Cook Rd Houston, TX 77099 (281) 495-0723
3045	Phyllis Worsham 3106 Shady Ridge Trail Sugar Land, TX 77478 (281) 491-0510	D - Vacant

3046	Art Kufeldt 3550 Santa Rosa Ln Sugar Land, TX 77478 (281) 980-4930	Helen Dethrow 1738 Creekside Dr Sugar Land, TX 77478
3049	Hugo Mondragon 4514 Wavetree Missouri City, TX 77459 (281) 261-4833	D - Vacant
3053	Karen Ternois 2010 Chattaroy Place Sugar Land, TX 77478 (281) 240-6578	Janis Chescheir 2419 Squire Dobbins Dr Sugar Land, TX 77478
3066	Dennis Dillow 16802 Sussex Houston, TX 77083 (281) 277-1336	Ruby Palmer 15640 Ennis Rd Richmond, TX 77469 (281) 498-4146
3069	Clara Lambert 218 W. Sutton Sq. Stafford, TX 77477 (281) 242-1774	D - Vacant
3091	(03 Voters) Consolidated with 3092	
3092	Jerry Riddle 2902 Ashmont Missouri City, TX 77459 (281) 499-4311	D - Vacant
3093	William K. Blacklock 3218 Northpark Dr Missouri City, TX 77459 (281) 499-2057	D - Vacant
3094	Zero Registered Voters (Consolidated with 3009)	
3095	Zero Registered Voters (Consolidated with 3009)	
3096	Zero Registered Voters (Consolidated with 3009)	
3097	Zero Registered Voters (Consolidated with 3009)	
3098	Bernice Barclay 10210 Overview Dr Sugar Land, TX 77478 (281) 242-9697	D - Vacant

3099	Ernest Carter 9702 Garden Row Dr Sugar Land, TX 77478 (281) 495-0540	D - Vacant
3100	Bob Sullivent 7122 Aragon Dr Houston, TX 77083 (281) 561-9533	Coleman Robison 7702 Soledad Dr Houston, TX 77083 (281) 277-2233
3101	Greg Lacy 7215 San Pablo Dr Houston, TX 77083 (281) 933-5204	D - Vacant
3112	(44 Voters) Consolidated with 3092	
3121	R - Vacant	D - Vacant

**ELECTION JUDGES FOR 1998/1999
PRECINCT 4**

PRECINCT	JUDGE	ALTERNATE
4006	Richard Whitmore 5450 Woodbury Fulshear, TX 77441 (281) 346-2838	Corine Oliver P O Box 32 Fulshear, TX 77441 (281) 346-1659
4011	Marilyn Ellington 2711 River Birch Sugar Land, TX 77479 (281) 980-6620	D - Vacant
4026	Alice Schumann P O Box 366 Sugar Land, TX 77487-0366 (281) 565-3643	Robert Wedgeworth 6623 Lussier Dr Sugar Land, TX 77479
4028	Nora Melanson 2805 Cambridge Missouri City, TX 77459 (281) 499-0317	Harrison Gregg 3312 Palm Desert Ln Missouri City, TX 77459 (281) 499-3997
4029	Mike Gibson 603 Muirwood Sugar Land, TX 77478 (281) 491-6599	Lou Ann Nichols 822 Rolling Mill Dr Sugar Land, TX 77478
4030	Jerry Sebek 3915 W. Creek Club Dr Missouri City, TX 77459 (281) 499-8317	Susan Clark 2915 Hampton Dr Missouri City, TX 77459
4033	Maureen Thode 3319 Deerwood Missouri City, TX 77459 (281) 437-7904	Opal Goff 2318 Turtle Creek Missouri City, TX 77459 (281) 499-9935
4035	Zero Registered Voters (Consolidated with 4029)	
4041	Joseph L. Williams 615 Fernglade Richmond, TX 77469 (281) 344-8426	D - Vacant
4042	Larry Elkins 707 Borden Sugar Land, TX 77478 (281) 242-1322	D - Vacant

4044	(117 Voters) Consolidated with 4062	
4047	Bob Meadow 3327 Stream Meadow Sugar Land, TX 77479 (281) 265-9631	Kamal Ahmad 3906 Spring Bloom Ct Sugar Land, TX 77479 (281) 980-4899
4057	Marquita Cantwell 7200 Foster Island Richmond, TX 77469 (281) 342-2110	D - Vacant
4062	Jim Hordern 1907 Parkview Ln Missouri City, TX 77459 (281) 437-8630	D - Vacant
4063	Kathleen Doerr 1203 Woven Wood Ct Richmond, TX 77469 (281) 342-7544	Richard Selfe 1723 Morton League Richmond, TX 77469
4064	Lawrence Houvouras 3802 Green fields Dr Sugar Land, TX 77479 (281) 980-8353	Christie Houvouras 3802 Greenfields Dr Sugar Land, TX 77479
4065	Glenda McGaughey 3510 Virgin Island Missouri City, TX 77479 (281) 265-0543	D - Vacant
4102	Davis Wood 4526 Warwick Dr Sugar Land, TX 77479 (281) 980-3753	Gary A. Morey 4231 Saint ives Sugar Land, TX 77479 (281) 980-0887
4103	Lester Cole 1611 Windsong Richmond, TX 77469 (281) 342-5138	D - Vacant
4104	Jim Nowlin 1903 Maple Dale Richmond, TX 77469 (281) 341-6277	D - Vacant
4105	Carol Porter 14119 Ragus Lake Sugar Land, TX 77478 (281) 242-0951	Joyce Alper 1127 Mariner Cove Sugar Land, TX 77479 (281) 242-6747
4106	(63 Voters) Consolidated with 4029	

4107	C. Ben Tarver 838 Bel Mar Sugar Land, TX 77478 (281) 491-5234	D - Vacant
4108	Zero Registered Voters (Consolidated with 4107)	
4109	(542 Voters) Consolidated with 4042	
4110	Larry Indermuehle 2439 Hodges Bend Cir Sugar Land, TX 77479 (281) 265-5772	Marsha Bradshaw 2710 Grants Lake Blvd Sugar Land, TX 77479
4111	Ben Wilson 3514 Amphora Cir Sugar Land, TX 77479 (281) 980-1433	Ronnie Urigas 3107 Sam Houston Dr. Sugar Land, TX 77479 (281) 980-0818
4115	Joe Karraker 2251 Stillmeadow Dr Missouri City, TX 77489 (281) 835-3944	D - Vacant
4119	Betty Adams 86 Heathrow Sugar Land, TX 77479 (281) 980-1603	Annette Rose 87 The Oval Sugar Land, TX 77479



COUNTY ATTORNEY

Fort Bend County, Texas

AGENDA ITEM

11

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell
cc: Commissioners
Daniel Kosler, EMS Director

FROM: Laura Johnson

DATE: 7/15/98

SUBJECT: Agenda Item
July 28, 1998

The County Attorney's office has reviewed the following Interlocal Cooperation Agreements. Please place on the July 28, 1998 agenda for consideration by the Court.

Third Party Rider Agreements and First Responder Agreements between Fort Bend County Emergency Medical Services and the following Fire Departments: Beasley Fire Department, Community Fire Department, Fairchild Fire Department, Fresno Fire Department, Fulshear Fire Department, Needville Fire Department, Northeast Fort Bend County Fire Department, Pecan Grove Fire Department, Richmond Fire Department, Rosenberg Fire Department, Thompsons Fire Department

Thanks

/1563

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO
EXECUTE THE INTERLOCAL COOPERATION AGREEMENTS BETWEEN
FORT BEND COUNTY AND VARIOUS FIRE DEPARTMENTS**

On this the 28th day of July, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner O'Sullivan, seconded by Commissioner Lutes duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Third Party Rider Agreements and First Responder Agreements with Beasley Fire Department, Community Fire Department, Fairchild Fire Department, Fresno Fire Department, Needville Fire Department, Northeast Fort Bend County Fire Department, Pecan Grove Fire Department, Richmond Fire Department, Rosenberg Fire Department, Thompsons Fire Department. Agreement is attached hereto for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **BEASLEY FIRE DEPARTMENT**, Beasley, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **BEASLEY FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 28 day of July, 1998.

BEASLEY FIRE DEPARTMENT

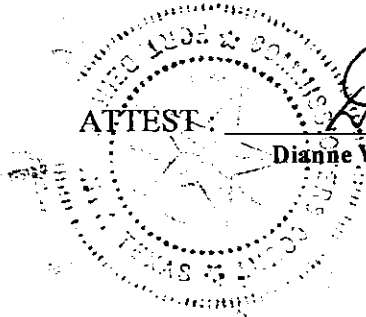
By : Dale Gudemann
(Signature of Responsible Party)

ATTEST : Edward A. Walzel
(Insert Witness Name)
EDWARD A. WALZEL

FORT BEND COUNTY

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

ATTEST : Dianne Wilson
Dianne Wilson, County Clerk



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

BEASLEY FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. Beasley Fire Department is one of many different First Responder organizations augmenting the local EMS system.

It is understood that Beasley Fire Department will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. Beasley 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST: *Edward Andalgaf*
(Insert Witness Signature)

BEASLEY FIRE DEPARTMENT

By : *Deke Anderson*
(Signature of Responsible Party)

Date: 5-7-98

FORT BEND COUNTY

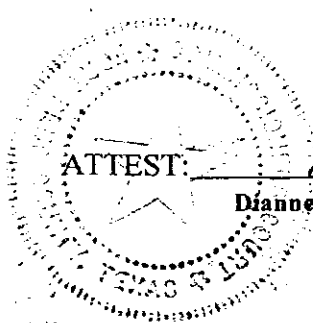
By : *Michael D. Rozell*
Michael D. Rozell, County Judge

Date: 7-28-98

By : *Robert M. Soule*
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____

ATTEST: *DiAnne Wilson*
DiAnne Wilson, County Clerk



FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes _____ no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A yes _____ no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A yes _____ no

Signed Robert M. Soule MD
(S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Robert M. Soule MD
(Manager of First Responder Organization)

Date 3-19-98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: BEASLEY FIRE DEPARTMENT				
Mailing Address: P.O. Box 129			Street Address: 214 S 3RD	
City: BEASLEY	State: TX	Zip: 77417	County: FORT BEND	Tel.#: 409-387-2412
Administrator Name: DALE LINDEMANN CHIEF				Tel.# 409-387-2429
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☐ yes ☒ no				
What percentage of the first responders with your organization are volunteers? (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried) <u>100%</u>				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>CITY OF BEASLEY + PART OF WEST FORT BEND COUNTY</u>				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233



American Alternative Insurance Corporation

(A stock insurance company, herein called the Company; Incorporated under the laws of New York.)

Two World Financial Center, 225 Liberty Street, New York, New York 10281

Telephone: 212-233-7769

COPY

Management Liability RENEWAL DECLARATION

POLICY NO. VFIS-ML-7004434-1/000
RENEWAL OF VFIS-ML-7004434-0

NAMED INSURED AND MAILING ADDRESS

FRESNO VOLUNTEER FIRE DEPARTMENT
P O BOX 188
FRESNO TX 93745

POLICY PERIOD: From 11/26/97 to 11/26/98 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORM OF BUSINESS

☒ CORPORATION
☐ PARTNERSHIP

☐ INDIVIDUAL
☐ OTHER

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

AGGREGATE LIMIT	\$ 1,000,000	COVERAGE A AND B COMBINED
COVERAGE A	\$ 300,000	EACH "WRONGFUL ACT"
COVERAGE B	\$ 5,000	EACH ACTION FOR "INJUNCTIVE RELIEF"
DEDUCTIBLE (COVERAGE A ONLY)	\$	EACH "WRONGFUL ACT"

ADDITIONAL INSURED

Name & FORT BEND COUNTY
Address: 4336 HIGHWAY 36
City: ROSENBERG

State: TX Zip: 77471-

PER FORM: ML1004 (01-96)

THIS IS A CLAIMS MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

TOTAL PREMIUM

COPY

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **COMMUNITY FIRE DEPARTMENT**, Alief, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **COMMUNITY FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 28 day of July, 1998.

ATTEST: [Signature]
(Insert Witness Name)

COMMUNITY FIRE DEPARTMENT

By: [Signature]

(Signature of Responsible Party)

FORT BEND COUNTY

By: [Signature]

Michael D. Rozell, County Judge

ATTEST:

[Signature]
Dianne Wilson, County Clerk



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

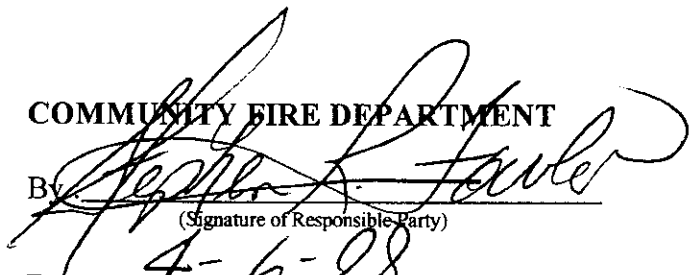
COMMUNITY FIRE DEPARTMENT is recognized as an official EMS First Responder for FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. COMMUNITY FIRE DEPARTMENT is one of many different First Responder organizations augmenting the local EMS system.

It is understood that COMMUNITY FIRE DEPARTMENT will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. COMMUNITY FIRE DEPARTMENT shall provide basic life support (BLS) to resuscitate and/or stabilize the patient(s) until arrival of Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST:

(Insert Witness Signature)

COMMUNITY FIRE DEPARTMENT

By: 

(Signature of Responsible Party)

Date: 4-6-98

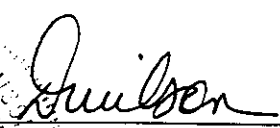
FORT BEND COUNTY

By: 

Michael D. Rozell, County Judge

Date: 7-28-98

ATTEST:


Dianne Wilson, County Clerk





TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons; but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: COMMUNITY FIRE DEPARTMENT				
Mailing Address: P.O. BOX 506			Street Address:	
City: ALIEF	State: TX	Zip: 77083	County: HARRIS/FT. BEND	Tel.#: (281) 498-1310
Administrator Name: STEVE FOWLER				Tel.# (281) 498-8806
Medical Director Name: CAROLYN S. GALLOWAY, M.D.				Tel.# (713) 704-4880
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☒ yes ☐ no				
What percentage of the first responders with your organization are volunteers? <u>80%</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>NORTHEAST PORTION OF FT. BEND COUNTY, S.W. PORTION OF HARRIS COUNTY</u>				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider?

N/A
yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? Attach a copy of the agreement, if applicable.

yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? Attach a copy of the agreement, if applicable.

yes no

Signed N/A
(Medical Director of First Responder Organization) Date _____

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Steph L. Fowler
(Manager of First Responder Organization) Date 4-6-98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/27/98

PRODUCER

Bill Vawter & Company
P.O.Box 772449
Houston, Texas 77215-2449

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A American Alternative Insurance

INSURED

Community Protection Agency, Inc.
DBA Community Volunteer Fire Dept.
P.O.Box 506
Alief, Texas 77411

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT 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. 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 X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT	XP 2000131-1	11/11/97	11/11/98	GENERAL AGGREGATE \$2,000,000.
					PRODUCTS - COMP/OP AGG \$2,000,000.
					PERSONAL & ADV INJURY \$1,000,000.
					EACH OCCURRENCE \$1,000,000.
					FIRE DAMAGE (Any one fire) \$1,000,000.
					MED EXP (Any one person) \$ 5,000.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				WC STATUTORY LIMITS OTH-ER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$

A OTHER

Management
care Liability,
Wrongful Acts.

ML 7004098-1

11/11/97

11/11/98

\$2,000,000.00 Aggregate
\$1,000,000.00 Each Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is named as additional insured

CERTIFICATE HOLDER

Ft. Bend County
4336 Highway 36
Rosenburg, Tx 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **FAIRCHILD FIRE DEPARTMENT**, Fairchild, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **FAIRCHILD FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 28th day of April, 1998.

FAIRCHILD FIRE DEPARTMENT

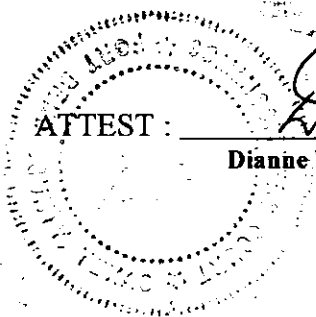
By : Michael R. Watkins
(Signature of Responsible Party)

ATTEST : Regie Esposito
(Insert Witness Name)

FORT BEND COUNTY

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

ATTEST : Dianne Wilson 7/28/98
Dianne Wilson, County Clerk



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

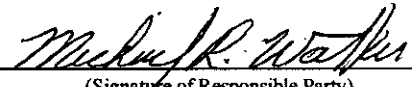
FAIRCHILD FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. FAIRCHILD FIRE DEPARTMENT is one of many different First Responder organizations augmenting the local EMS system.

It is understood that FAIRCHILD FIRE DEPARTMENT will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. FAIRCHILD FIRE DEPARTMENT shall provide basic life support (BLS) to resuscitate and/or stabilize the patient(s) until arrival of Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST:


(Insert Witness Signature)

FAIRCHILD FIRE DEPARTMENT

By: 
(Signature of Responsible Party)

Date: April 28, 1998

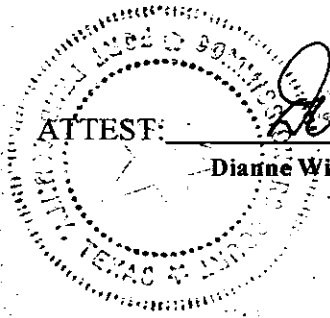
ATTEST:


Dianne Wilson, County Clerk

FORT BEND COUNTY

By: 
Michael D. Rozell, County Judge

Date: 7-28-98





TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: FAIRCHILD FIRE DEPARTMENT				
Mailing Address: 8715 Fairchild Rd.			Street Address: Same	
City: Richmond	State: TX	Zip: 77469	County: Ft. Bend	Tel.#: (409) 793-6676
Administrator Name:				Tel.#
Medical Director Name: Robert M. Soule, M.D. FACEP				Tel.# (281) 342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☐ yes ☒ no				
What percentage of the first responders with your organization are volunteers? <u>100%</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>49 sq mi.</u>				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider.
The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider?

N/A

yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? Attach a copy of the agreement, if applicable.

yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? Attach a copy of the agreement, if applicable.

yes no

Signed N/A Date _____
(Medical Director of First Responder Organization)

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Michael R. Wooten (Fire Chief) Date May 7 1998
(Manager of First Responder Organization)

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **FRESNO FIRE DEPARTMENT**, Fresno, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **FRESNO FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

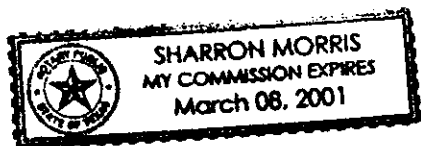
The **Fire Department** shall, during the entire term of this agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this First day of April, 1998.



ATTEST: Sharon Morris
(Insert Witness Name)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1 DAY OF April 1998

Sharon Morris
NOTARY PUBLIC

ATTEST:

DiAnne Wilson 7/28/98
DiAnne Wilson, County Clerk

FRESNO FIRE DEPARTMENT

By: [Signature]
(Signature of Responsible Party)

FORT BEND COUNTY

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

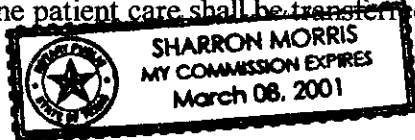
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

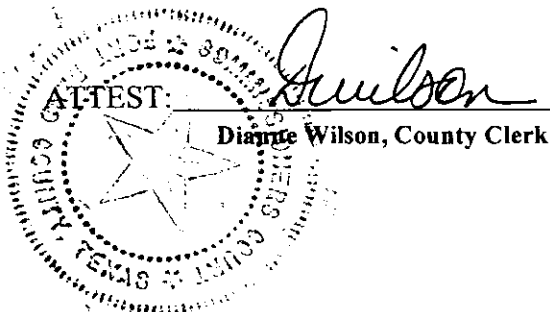
FRESNO FIRE DEPARTMENT is recognized as an official EMS First Responder for FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. FRESNO FIRE DEPARTMENT is one of many different First Responder organizations augmenting the local EMS system.

It is understood that FRESNO FIRE DEPARTMENT will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. FRESNO 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.



ATTEST: Sharron Morris
(Insert Witness Signature)

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1 DAY OF APRIL 19 98
Sharron Morris
NOTARY PUBLIC



FRESNO FIRE DEPARTMENT

By : [Signature]
(Signature of Responsible Party)

Date: 4/1/1998

FORT BEND COUNTY

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

Date: 7-28-98

By : Robert M. Soule
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: FRESNO FIRE DEPARTMENT				
Mailing Address: P.O. Box 185			Street Address: 4525 F.M. 521	
City: Fresno,	State: TX	Zip: 77545	County: Ft. Bend	Tel.#: 281-431-2451
Administrator Name: Robert B. Crawford				Tel.# 281-431-2494
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? <u>XX</u> yes <u> </u> no (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH)				
Do you have a transport vehicle or transport patients? <u> </u> yes <u>XX</u> no (If the organization has a transport vehicle and transports patients, provider licensing is required)				
What percentage of the first responders with your organization are volunteers? <u>100</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>East end of Cnty</u>				
Hours of coverage per day: <u>24</u> <u>42 Sq. Miles</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? ☒ yes ☐ no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A, yes ☐ no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A, yes ☐ no

Signed Robert M. Soule, M.D.
(S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed [Signature]
(Manager of First Responder Organization) Date April 3, 1998

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

04/09/98

PRODUCER

VFIS of Texas/Regnier & Associates
8911 Capital of Texas Highway, Suite 4130
Austin, Texas 78759

512-346-0670 or 800-252-9435

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 AFFORD BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

LETTER A American Alternative Insurance Corporation

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

Fresno Volunteer Fire Department

P. O. Box 185

Fresno, Texas 77545

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMM. GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACT'S PROT. ☒ <u>Professional Health Care Liability</u>	VFIS-XP-2000148-1	11/26/97	11/26/98	GENERAL AGGREGATE \$ 1,000,000
					PROD -COMP/OP AGG. \$ 1,000,000
					PERS. & ADV. INJURY \$ 300,000
					EACH OCCURRENCE \$ 300,000
					FIRE DAMAGE (One Fire) \$ 300,000
					MED. EXPENSE (One Per) \$ 5,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐ -----	VFIS-TX-3000181-1	11/26/97	11/26/98	COMBINED SINGLE LIMIT \$ 300,000
					BODILY INJURY (Per Person) \$
					BODILY INJURY (Per Accident) \$
					PROPERTY DAMAGE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				☐ EACH OCCURRENCE \$
					☐ AGGREGATE \$
					\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS \$
					EACH ACCIDENT \$
					DISEASE POLICY LIMIT \$
					DISEASE-EACH EMP. \$
A	OTHER Management Liability	VFIS-ML-7004434			\$300,000 each wrongful act; \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured: Fort Bend County

CERTIFICATE HOLDER

Fort Bend County
4336 Highway 36
Rosenberg, Texas 77471
Attn: Mike McDill

AEORD 15 S(7/98)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Cynthia Regnier

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **FULSHEAR FIRE DEPARTMENT**, Fulshear, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **FULSHEAR FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 14 day of July, 1998.

ATTEST : *Dennis P. Case*
(Insert Witness Name)

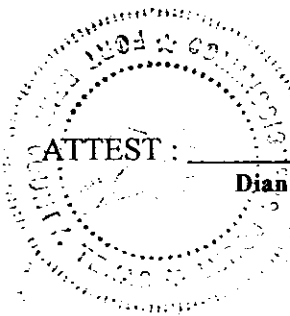
FULSHEAR FIRE DEPARTMENT

By : *[Signature]*
(Signature of Responsible Party)

FORT BEND COUNTY

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

ATTEST : *Dianne Wilson 7/28/98*
Dianne Wilson, County Clerk



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

FULSHEAR FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. **FULSHEAR FIRE DEPARTMENT** is one of many different First Responder organizations augmenting the local EMS system.

It is understood that **FULSHEAR FIRE DEPARTMENT** will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. **FULSHEAR 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST: _____

(Insert Witness Signature)

FULSHEAR FIRE DEPARTMENT

By : _____

(Signature of Responsible Party)

Date: _____

7-14-98

ATTEST: _____

Dianne Wilson, County Clerk

FORT BEND COUNTY

By : _____

Michael D. Rozell, County Judge

Date: _____

7-28-98

By : _____

Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: FULSHEAR FIRE DEPARTMENT				
Mailing Address: P.O. Box 134			Street Address: 30626 Fifth Street	
City: Fulshear	State: TX	Zip: 77441	County: Fort Bend	Tel.#: 281-346-2800
Administrator Name: Gilbert H. Meier Jr				Tel.#
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☐ yes ☒ no				
What percentage of the first responders with your organization are volunteers? <u>75%</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>Northwest Fort Bend County</u>				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? ☒ yes ☐ no

If not, is there a written agreement between the first responder medical director and the transporting medical director? Attach a copy of the agreement, if applicable. N/A, yes ☐ no ☐

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? Attach a copy of the agreement, if applicable. N/A, yes ☐ no ☐

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed [Signature] Date 7-14-98
(Manager of First Responder Organization)

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**



American Alternative Insurance Corporation

(A stock insurance company, herein called the Company; Incorporated under the laws of New York.)

Two World Financial Center, 225 Liberty Street, New York, New York 10281

Telephone: 212-233-7769

Management Liability RENEWAL DECLARATION

POLICY NO. VFIS-ML-7006825-1/000

RENEWAL OF VFIS-ML-7006825-0

NAMED INSURED AND MAILING ADDRESS

FULSHEAR VOLUNTEER FIRE DEPARTMENT
PO BOX 134
FULSHEAR TX 77441

AGENCY AND MAILING ADDRESS

VFIS
183 LEADER HEIGHTS ROAD
PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 04/01/98 to 04/01/99 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORM OF BUSINESS

☒ CORPORATION

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ OTHER

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

AGGREGATE LIMIT	\$ 2,000,000	COVERAGE A AND B COMBINED
COVERAGE A	\$ 1,000,000	EACH "WRONGFUL ACT"
COVERAGE B	\$ 5,000	EACH ACTION FOR "INJUNCTIVE RELIEF"
DEDUCTIBLE (COVERAGE A ONLY)	\$	EACH "WRONGFUL ACT"

THIS IS A CLAIMS MADE POLICY. PLEASE READ THE POLICY CAREFULLY.

TOTAL PREMIUM \$250

FORMS AND ENDORSEMENTS

APPLYING TO MANAGEMENT LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

ML1000A(01-96) MLTX01 (01-96) VLTX01 (06-96)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



American Alternative Insurance Corporation

(A stock insurance company, herein called the Company; Incorporated under the laws of New York.)

Two World Financial Center, 225 Liberty Street, New York, New York 10281

Telephone: 212-233-7769

Management Liability RENEWAL DECLARATION

POLICY NO. VFIS-ML-7006825-1/000

RENEWAL OF VFIS-ML-7006825-0

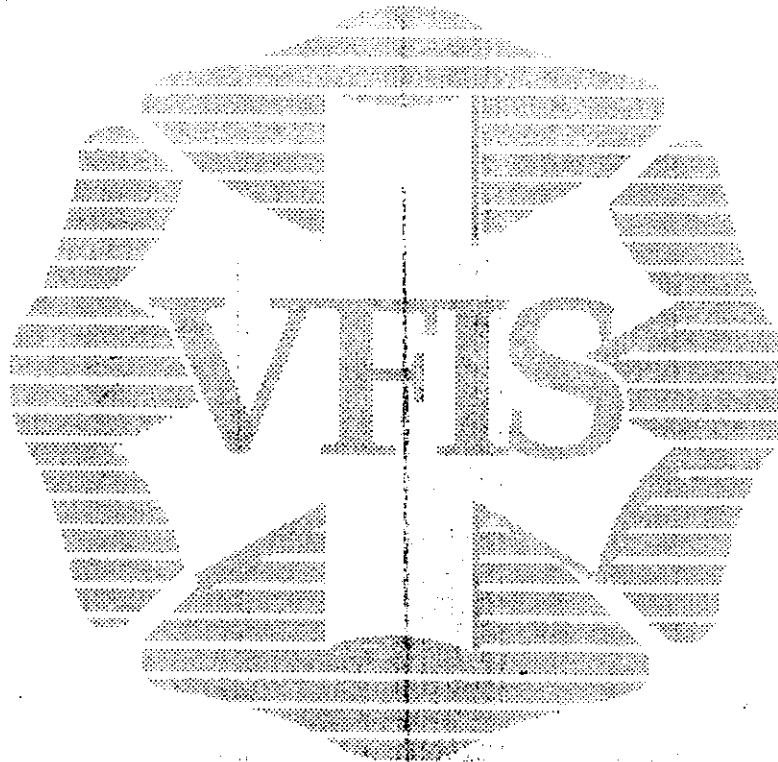
NAMED INSURED AND MAILING ADDRESS

FULSHEAR VOLUNTEER FIRE DEPARTMENT
PO BOX 134
FULSHEAR TX 77441

AGENCY AND MAILING ADDRESS

VFIS
183 LEADER HEIGHTS ROAD
PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 04/01/98 to 04/01/99 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.



COUNTERSIGNED AT: _____

DATE: _____

BY: _____

Cynthia Legnier

Copyright, American Alternative Insurance Corporation, 1998

Includes copyrighted material of Insurance Services Office, Inc., with its permission

INSURED COPY

ML1000 (01-96)

04-27-98

Page 2 of 2

#11

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **NEEDVILLE FIRE DEPARTMENT**, Needville, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **NEEDVILLE FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to County on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 8th day of April, 1998.

ATTEST:

Brenda Zeepke
(Insert Witness Name)

NEEDVILLE FIRE DEPARTMENT

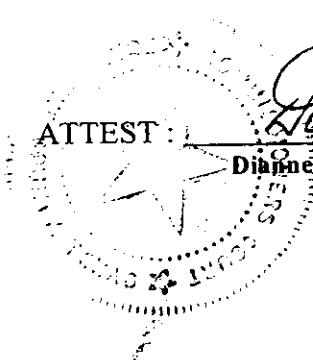
By: Pamela Blackstock - EMS Director
(Signature of Responsible Party)

FORT BEND COUNTY

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

ATTEST:

Dianne Wilson 7/28/98
Dianne Wilson, County Clerk



THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

NEEDVILLE FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. **NEEDVILLE FIRE DEPARTMENT** is one of many different First Responder organizations augmenting the local EMS system.

It is understood that **NEEDVILLE FIRE DEPARTMENT** will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. **NEEDVILLE 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST:

Brenda Zeeke
(Insert Witness Signature)

NEEDVILLE FIRE DEPARTMENT

By: Pamela Blackstock - EMS Director
(Signature of Responsible Party)

Date: 4-8-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY

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

Date: 7-28-98

By: Robert M. Soule
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: 3-23-98



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: NEEDVILLE FIRE DEPARTMENT				
Mailing Address: 3630 Needville Ave.			Street Address: 3323 Richmond Ave.	
City: Needville	State: TX	Zip: 77461	County: Fort Bend	Tel.#: (409) 793-4262
Administrator Name: Pamela Blackstock - EMS Director				Tel.# (409) 793-4401
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? ☒ yes ☐ no (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH)				
Do you have a transport vehicle or transport patients? ☐ yes ☒ no (If the organization has a transport vehicle and transports patients, provider licensing is required)				
What percentage of the first responders with your organization are volunteers? 100% (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): Southeast Fort Bend County & City of Needville				
Hours of coverage per day: 24				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

AS PER ORIGINAL

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? Attach a copy of the agreement, if applicable. N/A yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? Attach a copy of the agreement, if applicable. N/A yes no

Robert M. Soule

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Pamela C. Blackstock - EMS Director
(Manager of First Responder Organization)

Date 4-8-98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78755-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/15/98

PRODUCER

LEIBOWITZ INSURANCE AGENCY
400 EAST CENTRAL AVE.
P.O. Box 299
Belton, TX 76513

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A CONNECTICUT INDEMNITY

INSURED

NEEDVILLE V.F.D.
P. O. BOX 374
NEEDVILLE, TX 77461

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT 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. 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT ☒ MEDICAL ☐ MALPRACTICE	TO BE ASSIGNED	04/09/98	04/09/99	GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 PERSONAL & ADV INJURY \$ 500,000 EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	TO BE ASSIGNED	04/09/98	04/09/99	COMBINED SINGLE LIMIT \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS ALSO NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

FORT BEND COUNTY &
FORT BEND COUNTY EMS
301 JACKSON STREET
RICHMOND, TX 77469

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Phil Kearney

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT**, Sugar Land, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

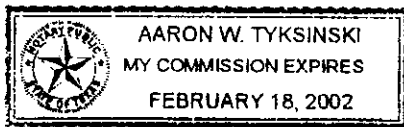
The **Fire Department** shall, during the entire term of this agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 6TH day of April, 1998.



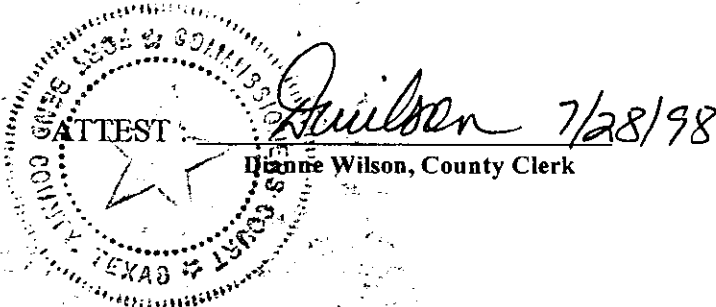
ATTEST: Aaron W. Tyksinski
(Insert Witness Name) 6 April 1998

NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT

By: Rich Druffelant - chief
(Signature of Responsible Party) 3-3-98

FORT BEND COUNTY

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



THE STATE OF TEXAS

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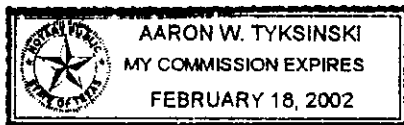
COUNTY OF FORT BEND

§

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT is recognized as an official EMS First Responder for FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT is one of many different First Responder organizations augmenting the local EMS system.

It is understood that NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. NORTHEAST FORT BEND COUNTY 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.



ATTEST:

(Insert Witness Signature)

NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT

By:

Rich Dwyer - chief
(Signature of Responsible Party)

Date:

3-3-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY

By:

Mike D. Rozell
Michael D. Rozell, County Judge

Date:

7-28-98

By:

Robert M. Soule
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date:



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: <u>NORTHEAST FORT BEND COUNTY FIRE DEPARTMENT</u>				
Mailing Address: <u>P.O. Box 1082</u>			Street Address: <u>14023 West Bellfort</u>	
City: <u>SUGARLAND</u>	State: <u>Tex</u>	Zip: <u>77478</u>	County: <u>FORT BEND</u>	Tel.#: <u>281-242-6801</u>
Administrator Name: <u>RICK DUPLANT - chief</u>				Tel.#
Medical Director Name: <u>Robert M. Soule, M.D., FACEP</u>				Tel.# <u>281-342-7233</u>
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) <u>✓</u> yes <u> </u> no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) <u> </u> yes <u>✓</u> no				
What percentage of the first responders with your organization are volunteers? <u>95%</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>NORTHEAST AREA OF FORT BEND COUNTY</u>				
Hours of coverage per day: <u>24 HRS</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: <u>Fort Bend County Emergency Medical Service</u>			License Period: <u>March 1997 - 1999</u>	
Mailing Address: <u>4336 Highway 36</u>			Street Address: <u>4336 Highway 36</u>	
City: <u>Rosenberg</u>	State: <u>TX</u>	Zip: <u>77471</u>	County: <u>Fort Bend</u>	Tel.#: <u>(281) 342-7233</u>
Administrator Name: <u>Daniel Kosler, Director EMS</u>				Tel.# <u>(281) 342-7233</u>
Medical Director Name: <u>Robert M. Soule, M.D., FACEP</u>				Tel.# <u>(281) 342-7233</u>

FOR ALS FIRST RESPONDER ORGANIZATIONS:

AS PER ORIGINAL

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? ☒ yes ☐ no

If not, is there a written agreement between the first responder medical director and the transporting medical director? Attach a copy of the agreement, if applicable. N/A yes ☐ no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? Attach a copy of the agreement, if applicable. N/A yes ☐ no

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed John Dwyer
(Manager of First Responder Organization)

Date 3/3/98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

SCHEDULE OF PROPOSED RENEWAL INSURANCE

PREPARED FOR North East Fort Bend County Volunteer Fire Department
P. O. Box 1082
Sugarland, Texas 77478

A SERVICE OF:
VFIS of Texas
Regnier & Associates
8911 Capital of Texas Hwy., Ste. 4130
Austin, Texas 78759-7267
(512) 346-0670
(800) 252-9435

RENEWAL DATE: September 21, 1997

DATE PREPARED: August 18, 1997 pt

Coverage	Amounts or Limits	Company	Estimated Premium	Comments
EMERGENCY SERVICE MANAGEMENT LIABILITY Coverage for monetary damages resulting from wrongful act, error or omission by a volunteer, employee, officer, director, trustee or commissioner on behalf of organization. "Claims Made" form including Prior Acts. Automatic Extensions: Civil Rights Violations \$5,000 Defense Expense	\$ 1,000,000 Each Claim \$ 2,000,000 Annual Aggregate	American Alternative Insurance Corporation	\$ 2,091.00	Deductible: None Optional Limits: Basis of Premium: 20,000 Population

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **PECAN GROVE FIRE DEPARTMENT**, Richmond, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **PECAN GROVE FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

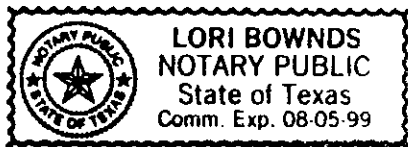
The **Fire Department** shall, during the entire term of this agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 7th day of April, 1998.



ATTEST: Lori Bownds
(Insert Witness Name)

PECAN GROVE FIRE DEPARTMENT

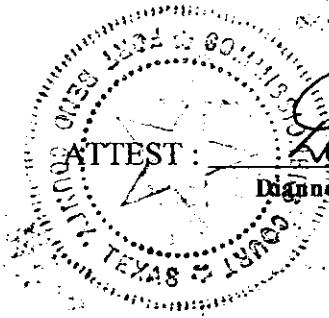
By: Kathy Golden
(Signature of Responsible Party)

FORT BEND COUNTY

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

ATTEST:

Dianne Wilson 7/28/98
Dianne Wilson, County Clerk



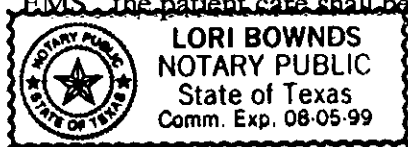
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

PECAN GROVE FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. **PECAN GROVE FIRE DEPARTMENT** is one of many different First Responder organizations augmenting the local EMS system.

It is understood that **PECAN GROVE FIRE DEPARTMENT** will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. **PECAN GROVE 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.



ATTEST:

(Insert Witness Signature)

PECAN GROVE FIRE DEPARTMENT

By : Kathy Golden
(Signature of Responsible Party)

Date: 4-7-98

FORT BEND COUNTY

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

Date: 7-28-98

By : Robert M. Soule
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: PECAN GROVE FIRE DEPARTMENT				
Mailing Address: 727 PITTS ROAD			Street Address: SAME	
City: RICHMOND	State: TX	Zip: 77469	County: FORT BEND	Tel.#: 281-341-6677
Administrator Name: KATHY GOLDEN				Tel.# 281-341-6677
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? ☒ yes ☐ no (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH)				
Do you have a transport vehicle or transport patients? ☐ yes ☒ no (If the organization has a transport vehicle and transports patients, provider licensing is required)				
What percentage of the first responders with your organization are volunteers? 95% (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): PECAN GROVE SUBDIVISION				
Hours of coverage per day: 24				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A yes no

Signed Robert M. Soule, M.D. (S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Kathy L. Golden
(Manager of First Responder Organization)

Date 4-7-98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

**SCHEDULE
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**



Initial Premium: \$1,286.34

POLICY NO: 61 VP 120943*

POLICYHOLDER'S NAME AND ADDRESS: Pecan Grove Volunteer Fire Department
727 Pitts Road

Previous Policy No: 61 VP 120943

Richmond, TX 77469

* THIS POLICY REPLACES THE PRIOR POLICY BEARING THE ABOVE NUMBER AS OF THE EXPIRATION DATE OF THE PRIOR POLICY.

Producer's Name and Address

Agent Code
612292

Initial Period:

From (Policy Date): March 01, 1998
To: March 01, 1999

Paul J Council
Po Box 1067
Rosenberg, TX 77471

12:01 A.M. Standard Time at the
address of the Policyholder.

Form numbers of the Policy, rider and attached papers at issue: PA-8682 (HLA), SRP-1330 AA (HLA)(TX), SRP-1330 AB (HLA), SRP-1330 AC (HLA), SRP-1330 AD (HLA), SRP-1330 AE (HLA), SRP-1330 AF (HLA)(TX), SRP-1330 AG-1 (HLA)(TX), SRP-1330 AH (HLA), SRP-1330 BA (HLA), SRP-1330 BB (HLA), SRP-1330 BC-2 (HLA), SRP-1330 BE (HLA), SRP-1330 BF-2 (HLA), SRP-1330 CA-2 (HLA)(TX), SRP-1330 CB-2 (HLA)(TX), SRP-1330 CC-2 (HLA)(TX), SRP-1330 CD (HLA), SRP-1330 CF (HLA), SRP-1330 CK (HLA), HL-14389

Organization Name and Location:

Pecan Grove Vfd
727 Pitts Road
Richmond, TX 77469

Benefits Provided: The Policy provides coverage under any one of the following benefits for each person within the designated class of Insured Persons, identified below and as defined in the policy.

CLASS 1: BENEFITS

**Accidental Death and
Dismemberment Catastrophic
Loss Benefit:**

Principal Sum: \$50,000.00

**Accident Medical
Expense Benefit:**

Maximum Benefit Amount: \$1,000.00
Deductible Amount: \$0.00

**Accident Total
Disability Benefit:**

Weekly Benefit Amount: \$100.00
Maximum Payment Period: 104 Weeks

Lynda Godkin
Lynda Godkin, Secretary

Lowndes A. Smith
Lowndes A. Smith, President

Accident Partial
Disability Benefit:

Weekly Benefit Amount:
Maximum Payment Period:

See Benefit THE
104 Weeks HARTFORD



Rehabilitative Employment
Benefit:

Covered: See Benefit

Heart or Circulatory
Malfunction Benefit:

Death Benefit:
Medical Expense Benefit:

Total Disability Benefit:

Principal Sum: \$50,000.00
Maximum Benefit Amount: \$1,000.00
Deductible Amount: \$0.00
Weekly Benefit Amount: \$100.00
Maximum Payment Period: 104 Weeks

Influenza, La Grippe
and Pneumonia Benefit:

Sickness Death Benefit:
Medical Expense Benefit:

Principal Sum: \$50,000.00
Maximum Benefit Amount: \$1,000.00
Deductible Amount: \$0.00

Contagious and Infectious
Disease Benefit:

Disease Death Benefit:
Medical Expense Benefit:

Principal Sum: \$50,000.00
Maximum Benefit Amount: \$1,000.00
Deductible Amount: \$0.00

Cosmetic Disfigurement
From Burns Benefit

Maximum Benefit Amount: \$50,000.00

HIV Positive Benefit:

Maximum Benefit Amount: \$50,000.00

Seat Belt Benefit:

Benefit Amount: \$20,000.00

CLASS 2: BENEFITS

Accidental Death and
Dismemberment Catastrophic
Loss Benefit:

Principal Sum: \$10,000.00

Accident Medical
Expense Benefit:

Maximum Benefit Amount: \$10,000.00
Deductible Amount: \$0.00

Lynda Godkin
Lynda Godkin, Secretary

Lowndes A. Smith
Lowndes A. Smith, President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **RICHMOND FIRE DEPARTMENT**, Richmond, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **RICHMOND FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 28 day of July, 1998.

RICHMOND FIRE DEPARTMENT

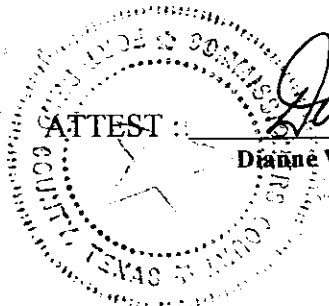
By: William H. Moore
(Signature of Responsible Party)
Mayor, City of Richmond

ATTEST: Mona Matak
(Insert Witness Name)

FORT BEND COUNTY

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

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

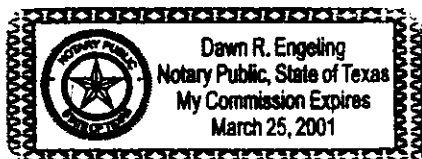
**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

RICHMOND FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. **RICHMOND FIRE DEPARTMENT** is one of many different First Responder organizations augmenting the local EMS system.

It is understood that **RICHMOND FIRE DEPARTMENT** will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. **RICHMOND 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

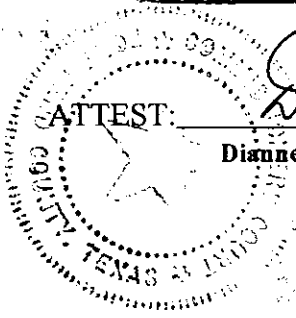
ATTEST: _____

Dawn R. Engeling
(Insert Witness Signature)



ATTEST: _____

Dianne Wilson
Dianne Wilson, County Clerk



RICHMOND FIRE DEPARTMENT

By : _____

Stephen M. St...
(Signature of Responsible Party)

Date: _____

3/31/98

FORT BEND COUNTY

By : _____

Michael D. Rozell
Michael D. Rozell, County Judge

Date: _____

7-28-98

By : _____

Robert M. Soule
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons; but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: RICHMOND FIRE DEPARTMENT				
Mailing Address: 112 JACKSON STREET			Street Address: 112 JACKSON STREET	
City: RICHMOND	State: TX	Zip: 77469	County: FORT BEND	Tel.#: (281) 232-6871
Administrator Name: STEPHEN NOTO, FIRE CHIEF				Tel.# (281) 232-6871
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☐ yes ☒ no				
What percentage of the first responders with your organization are volunteers? <u>60 %</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): CITY OF RICHMOND & surrounding unincorporated area of Fort Bend County				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A yes no

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP Date March 19, 1998
(Medical Director of First Responder Organization)

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Stephen Note Date 3/31/98
(Manager of First Responder Organization)

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **ROSENBERG FIRE DEPARTMENT**, Rosenberg, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **ROSENBERG FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

The **Fire Department** 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 \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to County on or before the date of the agreement.

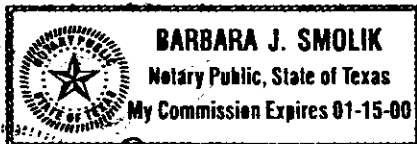
7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 30th day of March, 1998.

ATTEST:

Barbara J. Smolik
(Insert Witness Name)



ATTEST:

Dianna Wilson 7/28/98
Dianna Wilson, County Clerk

ROSENBERG FIRE DEPARTMENT

By: Brey Mensch
(Signature of Responsible Party)

FORT BEND COUNTY

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

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

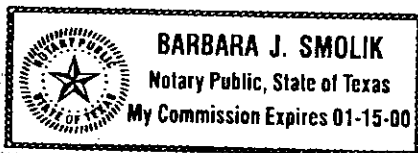
**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

ROSENBERG FIRE DEPARTMENT is recognized as an official EMS First Responder for FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. ROSENBERG FIRE DEPARTMENT is one of many different First Responder organizations augmenting the local EMS system.

It is understood that ROSENBERG FIRE DEPARTMENT will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. ROSENBERG 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. The Medical Director for the semi-automatic external defibrillator is Robert M. Soule, M.D., the same Medical Director as for Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.

ATTEST:

Barbara J. Smolik
(Insert Witness Signature)



ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

ROSENBERG FIRE DEPARTMENT

By: *Brey Mend*
(Signature of Responsible Party)

Date: *3-30-98*

FORT BEND COUNTY

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

Date: *7-28-98*

By: *Robert M. Soule*
Robert M. Soule, M.D., FACEP
EMS Medical Director

Date: _____



TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: ROSENBERG FIRE DEPARTMENT				
Mailing Address: 1017 4 Th St.			Street Address: 1017 4 TH ST	
City: Rosenberg	State: TX	Zip: 77471	County: Ft. Bend	Tel.#: 281-342-6131
Administrator Name: Chief Greg Mensik				Tel.# 281-342-6131
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) <u> X </u> yes <u> </u> no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) <u> </u> yes <u> X </u> no				
What percentage of the first responders with your organization are volunteers? <u> 50% </u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u> City/Portion Of </u> <u> County </u>				
Hours of coverage per day: <u> 24 </u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes _____ no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A yes _____ no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A yes _____ no

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP

(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Greg Mench Date 3-29-98

(Manager of First Responder Organization)

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**

INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

☒ **GENERAL LIABILITY**
☐ **AUTOMOBILE LIABILITY**

Entity Name : City of Rosenberg
Contract No. : 6995
Effective Date : 04/30/97

It is agreed that coverage is provided to the **Fund Member** for the liability assumed to indemnify the person or organization named below under a contract between such person or organization and the **Fund Member**, but such coverage shall not exceed the limits of coverage set forth in the **Declarations**.

Person or Organization : Ft Bend Co. Emergency Medical Service
Address : 4336 Hwy 36
City, State & Zip Code : Rosenberg, Texas 77471

Description

Ambulance Training - Fire Department

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR FIRE DEPARTMENTS TO RIDE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICES AMBULANCES**

This Agreement is entered into by and between the **County of Fort Bend, Texas**, hereinafter referred to as "**County**," and the **THOMPSONS FIRE DEPARTMENT**, Thompsons, Texas, hereinafter referred to as "**Fire Department**."

WHEREAS, the **THOMPSONS FIRE DEPARTMENT**, does not have the personnel, equipment, and/or facilities to provide ambulance training;

WHEREAS, the **COUNTY** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and/or facilities to promote and accomplish the purposes of the agreement, at no cost to the **Fire Department**.

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

WHEREAS, the governing body of the **Fire Department** has duly authorized this agreement; and,

WHEREAS, this agreement between the **Fire Department** and the **County** is entered into pursuant to and under the provisions of V.T.C.A., Government Code, Chapter 791 formally Article 4413(32c) Vernon's Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises, covenants, and considerations herein, the parties agree as follows:

1. The **County** agrees to provide the above stated Emergency Medical Services equipment, personnel, and facilities, so that personnel of the **Fire Department** will be allowed to ride aboard the ambulances of the **County**, for the purposes of allowing the personnel of the **Fire**

Department to train under the Emergency Medical Service.

2. The **County** agrees to provide the Fort Bend County Emergency Medical Services personnel, equipment, and facilities to promote and accomplish the purposes of the agreement at no cost to the **Fire Department**.

3. This agreement shall be effective on the date of execution by both parties, and shall terminate on the **31st day of December 1998**. This agreement must be renewed annually by the parties, otherwise the same automatically terminates on such dates; furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

4. It is further agreed and understood that the **County** and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

5. **Hold Harmless**

The **Fire Department** agrees to indemnify, protect, defend and hold harmless **County**, its officers, employees and agents from and against all claims, demands, losses, damages, causes of action, suit and liability of any kind, including expenses of litigation, court costs and attorney's fees, arising from this agreement.

6. **Liability Insurance**

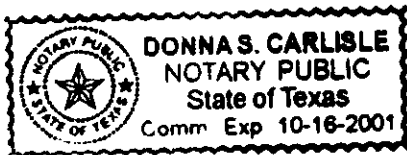
The **Fire Department** shall, during the entire term of this agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name **County** and **Fire Department** as 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 Insurance/Risk Management Department and a copy of the policy or

certificate of insurance shall be delivered to **County** on or before the date of the agreement.

7. Before there can be any additions to the duties and responsibilities of the parties, other than those set forth in this Agreement, the same shall be formally approved by all parties.

Executed in multiple copies, each of which shall be deemed an original.

Signed this 7th day of April, 1998.



ATTEST: Donna S. Carlisle
(Insert Witness Name)

THOMPSONS FIRE DEPARTMENT

By : Ray Freshour
(Signature of Responsible Party)

FORT BEND COUNTY

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

ATTEST: Dianne Wilson 7/28/98
Dianne Wilson, County Clerk

A circular seal for Fort Bend County, Texas. The outer ring contains the text "FORT BEND COUNTY TEXAS" and "1856". The center features a star.

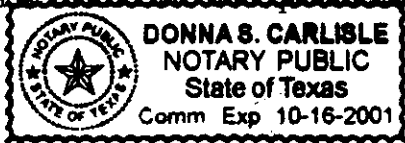
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS
PROVIDING BASIC LIFE SUPPORT AND FORT BEND COUNTY
EMERGENCY MEDICAL SERVICES**

THOMPSONS FIRE DEPARTMENT is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE**. Fort Bend County EMS is a licensed EMS provider supplying MICU coverage twenty-four hours a day to all areas within Fort Bend County, Texas. **THOMPSONS FIRE DEPARTMENT** is one of many different First Responder organizations augmenting the local EMS system.

It is understood that **THOMPSONS FIRE DEPARTMENT** will be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures. **THOMPSONS FIRE DEPARTMENT** shall provide basic life support (BLS) to resuscitate and/or stabilize the patient(s) until arrival of Fort Bend County EMS. Basic life support functions are, but limited to: patient assessment, CPR, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc. upon arrival of Fort Bend County EMS, the patient care shall be transferred to the paramedics-in-charge.



ATTEST: Donna S. Carlisle
(Insert Witness Signature)

THOMPSONS FIRE DEPARTMENT

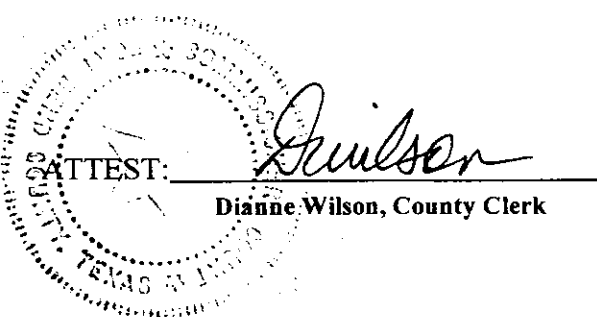
By : Ryan Freshour
(Signature of Responsible Party)

Date: 4-7-98

FORT BEND COUNTY

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

Date: 7-28-98





TEXAS DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MANAGEMENT
1100 West 49th Street
Austin TX 78756-3199
512-458-7550

EMS FIRST RESPONDER ORGANIZATION REGISTRY APPLICATION

"First responder organization" means a group or association of certified emergency medical services personnel that, working in cooperation with a licensed emergency medical services provider, provides immediate on-scene care to ill or injured persons, but does not transport those persons.

FIRST RESPONDER ORGANIZATION INFORMATION

Organization Name: THOMPSONS FIRE DEPARTMENT				
Mailing Address: PO Box 13			Street Address: 134 Thompsons Oil Field Rd.	
City: Thompsons	State: TX	Zip: 77481	County: Ft Bend Co.	Tel.# (281) 343-0880
Administrator Name: Ray Freshour				Tel.#
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# 281-342-7233
Are any employees and/or volunteers certified by the Texas Department of Health? (To be recognized as a First Responder Organization, some, but not all members must be certified by TDH) ☒ yes ☐ no				
Do you have a transport vehicle or transport patients? (If the organization has a transport vehicle and transports patients, provider licensing is required) ☐ yes ☒ no				
What percentage of the first responders with your organization are volunteers? <u>100%</u> (This information is requested for statistical purposes. No registration fee is required, whether your organization is salaried or non-salaried)				
Describe your coverage area (i.e. portion of county or city, entire state, certain building(s), etc.): <u>portion of County</u>				
Hours of coverage per day: <u>24</u>				

The first responder organization must attach a letter outlining the agreement with a licensed EMS provider. The letter must be signed by the administrator for the first responder organization and the administrator of the EMS provider unless both belong to the same organization. In cases where the first responders and EMS provider are all responsible to the same governing body, the letter may be signed by the person with signature authority for the governing body.

EMS PROVIDER INFORMATION (Enter data pertaining to the transporting EMS provider you will be contracting with. If more than one, please include all information on an attachment.)

Firm Name: Fort Bend County Emergency Medical Service			License Period: March 1997 - 1999	
Mailing Address: 4336 Highway 36			Street Address: 4336 Highway 36	
City: Rosenberg	State: TX	Zip: 77471	County: Fort Bend	Tel.#: (281) 342-7233
Administrator Name: Daniel Kosler, Director EMS				Tel.# (281) 342-7233
Medical Director Name: Robert M. Soule, M.D., FACEP				Tel.# (281) 342-7233

FOR ALS FIRST RESPONDER ORGANIZATIONS:

IF YOUR FIRST RESPONDER ORGANIZATION OFFERS ADVANCED LIFE SUPPORT, THE MEDICAL DIRECTOR MUST SIGN BELOW AND ALL NECESSARY DOCUMENTS REFERRED TO BELOW MUST BE ATTACHED:

Is your medical director the same as the medical director of the transporting provider? X yes no

If not, is there a written agreement between the first responder medical director and the transporting medical director? N/A yes no

Do you have any agreement with a BLS provider that stipulates that your ALS personnel will accompany the patient when ALS care has been initiated by the first responder? N/A yes no

Signed (S.A.D. Only) Robert M. Soule, M.D., FACEP
(Medical Director of First Responder Organization)

Date March 19, 1998

SIGNATURE REQUIRED:

I affirm that all information submitted on this form is true and correct.

Signed Ray Freshour
(Manager of First Responder Organization)

Date 4-7-98

Please send this completed form, with all required information and documentation, to:

EMS Certification Program
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199

No fee is required. After receiving the completed application and all required documentation, we will return a letter of acknowledgment. First Responder Organizations are registered for two years.

**PLEASE ATTACH YOUR AGREEMENT WITH THE
EMS PROVIDER TO THIS APPLICATION**



TIM CUMINGS

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

#12(1)

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

MEMORANDUM

TO: County Judge's Office
Mandi Bronsell

FROM: Tim Cumings, Grants Administrator

SUBJECT: Agenda Items for July 28, 1998 Commissioners' Court

DATE: July 20, 1998

I am requesting that the following item be placed on the July 28, 1998 agenda of Commissioners' Court:

Consider applying for 1998 Local Law Enforcement Block Grant funds in the amount of \$73,159 and authorize County Judge to sign application.

Backup memo is attached. NOTE: This item is related to County Attorney's agenda item on Optimum Services.

Should you have any questions, please call.

cc: Hon. Bud Childers, County Attorney
County Commissioners



TIM CUMINGS

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

07-20-98 10:45:57 IN

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

MEMORANDUM

TO: County Judge's Office
Mandi Bronell

FROM: Tim Cumings, Grants Administrator

SUBJECT: Local Law Enforcement Block Grants

DATE: July 20, 1998

The Bureau of Justice Assistance, a division of the U.S. Department of Justice's Office of Justice Programs, has notified Fort Bend County that it may apply for \$73,159 in Local Law Enforcement Block Grant funds. Deadline for BJA receiving the application is July 31.

Commissioners' Court applied for \$58,553 in 1997 block grant funds after receiving notification. However, the County was not eligible to receive the funds at that time because it had no Equal Employment Opportunity Plan (EEOP). Since then, the County has employed a firm to develop an EEOP and may in good faith proceed with the Local Law Enforcement Block Grant program.

According to BJA, the 1997 funds are still available to the County as well. Once the County has been notified of the 1998 award, BJA guidelines call for Commissioners' Court to establish an advisory committee and hold a public hearing on the use of the funds. Usage is defined in very broad categories, and may be for virtually any law enforcement need except supplanting of existing funding.

Should you have any questions, please do not hesitate to call.

cc: Hon. Bud Childers, County Attorney
County Commissioners



COUNTY ATTORNEY

Fort Bend County, Texas

#12(2)

BEN W. "Bud" CHILDERS
County Attorney

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

TO: Mandi Bronsell

cc: Commissioners
Tim Cumings, Grant Administrator
Julane Tolbert, Human Resources

FROM: Laura Johnson

DATE: 7/15/98

SUBJECT: Agenda Item
July 28, 1998

Consider designating funding source for Optimum Affirmative Action Services
approved 5/26/98.

To get block grant funds you must have an EEOC
plan. We employed this company to do EEOC plan.
We can pay out of Fees & Services: Non-departmental.

Thanks

Optimum Affirmative Action Services

400 Lafayette Street, Suite 100
New Orleans, LA 70130

(800) 538-3277

Invoice

DATE	INVOICE #
7/9/98	4593

BILL TO
Fort Bend County 301 Jackson Street Richmond, TX 77469 Attn: Tim Cumings

4593 26 # 27

P.O. NO.	TERMS	PROJECT
	Due on recpt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Stats, Support & Policy Language	2,787.50	2,787.50
Affirmative Action Services - 50% Deposit Due Total Contract Price = \$5,575		Total	\$2,787.50



COUNTY ATTORNEY
Fort Bend County, Texas

AGENDA ITEM
#13

BEN W. "Bud" CHILDERS
County Attorney

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

July 15, 1998

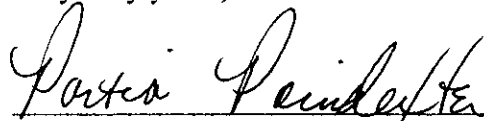
The Honorable Michael D. Rozell
County Judge
Fort Bend County

Re: Contract with Texas Department of Health (TDH)

Dear Judge Rozell:

The enclosed duplicate original contract is with TDH for personnel who will immunize children. TDH will reimburse the County under this Contract in the amount of \$89,381.00. Please schedule the Contract for consideration by the Court on July 28, 1998.

Very truly yours,



Portia Poindexter, First Assistant

/lj:cover.let:1330

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Bob Lutts
Diane Guest, Fort Bend County Health Department

**CONTRACT FOR PUBLIC HEALTH SERVICES**

TDH DOCUMENT NO. 7460019692 99

Contract Issued by: TEXAS DEPARTMENT OF HEALTH
(RECEIVING AGENCY) 1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

DV

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: FORT BEND COUNTY HEALTH DEPARTMENT

MAILING ADDRESS: P.O. BOX 668 ROSENBERG TX 77471-0668
(City, State, Zip)

STREET ADDRESS: 3409 AVENUE F ROSENBERG TX 77471-2821
(City, State, Zip)

NAME OF AUTHORIZED

CONTRACTING ENTITY: FORT BEND COUNTY
(If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME:

ADDRESS:

State of Texas Vendor Identification No. (14 digits)
17460019692025

PAYEE AGENCY Fiscal
Year Ending Month: December

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

- ☐ Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.
- ☐ Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by General Services Commission or another entity.
- ☐ For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:

COVER PAGE 1 - Receiving and Performing Agency Data
COVER PAGE 2 - Details of Attachment(s)
COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS
ATTACHMENT(S)
EXHIBITS, IF APPLICABLE

DETAILS OF ATTACHMENTS

Att/ Amd No.	TDH Program/ ID	Term		Financial Assistance		Direct Assistance	Total Amount (TDH Share)
		Begin	End	Source of Funds*	Amount		
01	ORAS	09/01/98	08/31/99	State 93.991	38,264.00	0.00	38,264.00
02	IMM/LOCALS	09/01/98	08/31/99	State	51,117.00	0.00	51,117.00
TDH Document No.7460019692 99					Totals	\$89,381.00	\$0.00
						\$89,381.00	

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

FORT BEND COUNTY

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:

**FORT BEND COUNTY HEALTH
DEPARTMENT**

By: Mike D. Rozell
(Signature of person authorized to sign contracts)

Michael D. Rozell County Judge
(Name and Title)

Date: 7-28-98

RECEIVING AGENCY NAME:

TEXAS DEPARTMENT OF HEALTH

By: Douglas C. Wilson for Dir
(Signature of person authorized to sign contracts)

Douglas C. Wilson, Director
Grants Management Division
(Name and Title)

Date: 7-1-98

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

TDH Document No: 7460019692 99

**CONTRACT FOR PUBLIC HEALTH SERVICES**

TDH DOCUMENT NO. 7460019692 99

Contract Issued by: TEXAS DEPARTMENT OF HEALTH
(RECEIVING AGENCY) 1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

DV

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: FORT BEND COUNTY HEALTH DEPARTMENT

MAILING ADDRESS: P.O. BOX 668 ROSENBERG TX 77471-0668
(City, State, Zip)

STREET ADDRESS: 3409 AVENUE F ROSENBERG TX 77471-2821
(City, State, Zip)

NAME OF AUTHORIZED

CONTRACTING ENTITY: FORT BEND COUNTY
(If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME:

ADDRESS:

State of Texas Vendor Identification No. (14 digits)
17460019692025

PAYEE AGENCY Fiscal
Year Ending Month: December

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

- ☐ Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.
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- ☐ For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:

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ATTACHMENT(S)
EXHIBITS, IF APPLICABLE

DETAILS OF ATTACHMENTS

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		Begin	End	Source of Funds*	Amount		
01	ORAS	09/01/98	08/31/99	State 93.991	38,264.00	0.00	38,264.00
02	IMM/LOCALS	09/01/98	08/31/99	State	51,117.00	0.00	51,117.00
TDH Document No.7460019692 99					Totals	\$89,381.00	\$0.00
						\$89,381.00	

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

FORT BEND COUNTY

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:

**FORT BEND COUNTY HEALTH
DEPARTMENT**

By: Mike D. Rozell
(Signature of person authorized to sign contracts)

Michael D. Rozell County Judge
(Name and Title)

Date: 7-28-98

RECEIVING AGENCY NAME:

TEXAS DEPARTMENT OF HEALTH

By: Douglas C. Wilson
(Signature of person authorized to sign contracts)

Douglas C. Wilson, Director
Grants Management Division
(Name and Title)

Date: 7-1-98

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

TDH Document No: 7460019692 99

**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

**1100 West 49th Street
Austin, Texas 78756-3199**

**Grants Management Division
Phone (512) 458-7520**

1. TDH Program: ORAS		6. Contractor Name: FORT BEND COUNTY HEALTH DEPARTMENT	
2. Payee Acct. No.:	3. Final Report: [] Yes [X] No	7. TDH Doc. No. + Att. No.: 7460019692 99-01	
4. Payee 14 Digit Vendor ID No.: 17460019692025		8. Basis: [] Cash [] Accrual	
5. Payee Name: FORT BEND COUNTY HEALTH DEPARTMENT Address: P.O. BOX 668 City, ST, Zip: ROSENBERG, TX 77471-0668		9. Contract Term: (Month/Day/Year) From: September 01, 1998 To August 31, 1999	
		10. Period Covered by this Report: From: September 01, 1998 To November 30, 1998	

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 26,264.00			
b. Fringe Benefits []	0.00			
c. Travel []	0.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
f. Contractual []	12,000.00			
g. Other []	0.00			
h. Total Direct Charge	38,264.00			
i. Indirect Charges []	0.00			
j. Total Charges	\$ 38,264.00			
k. PI Expended	0.00			

CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official <i>Mike D. Rye</i>	Date Submitted 7/28/98
Typed or Printed Name and Title	Telephone () -

12.a. Prior Year PI Carryover.....

b. Current Year PI Collected.....

c. Total PI (prior year carryover & current year collected)..... \$ 0.00

* Item 11k (c) must be equal to or greater than Item 12a by end of contract.

[] Indicate with an X each category where Program Income (PI) has been expended.

**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

**1100 West 49th Street
Austin, Texas 78756-3199**

**Grants Management Division
Phone (512) 458-7520**

1. TDH Program: IMM/LOCALS		6. Contractor Name: FORT BEND COUNTY HEALTH DEPARTMENT	
2. Payee Acct. No.:	3. Final Report: [] Yes [X] No	7. TDH Doc. No. + Att. No.: 7460019692 99-02	
4. Payee 14 Digit Vendor ID No.: 17460019692025		8. Basis: [] Cash [] Accrual	
5. Payee Name: FORT BEND COUNTY HEALTH DEPARTMENT Address: P.O. BOX 668 City, ST, Zip: ROSENBERG, TX 77471-0668		9. Contract Term: (Month/Day/Year) From: September 01, 1998 To August 31, 1999	
		10. Period Covered by this Report: From: September 01, 1998 To November 30, 1998	

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 36,000.00			
b. Fringe Benefits []	14,117.00			
c. Travel []	1,000.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
f. Contractual []	0.00			
g. Other []	0.00			
h. Total Direct Charge	51,117.00			
i. Indirect Charges []	0.00			
j. Total Charges	\$ 51,117.00			
k. PI Expended	0.00			

CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official <i>Mike D. Royce</i>	Date Submitted 7/28/98
Typed or Printed Name and Title	Telephone () -

12.a. Prior Year PI Carryover.....
 b. Current Year PI Collected.....
 c. Total PI (prior year carryover & current year collected)..... \$ 0.00
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**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

**1100 West 49th Street
Austin, Texas 78756-3199**

**Grants Management Division
Phone (512) 458-7520**

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5. Payee Name: FORT BEND COUNTY HEALTH DEPARTMENT Address: P.O. BOX 668 City, ST, Zip: ROSENBERG, TX 77471-0668		9. Contract Term: (Month/Day/Year) From: September 01, 1998 To August 31, 1999
		10. Period Covered by this Report: From: March 01, 1999 To May 31, 1999

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 26,264.00			
b. Fringe Benefits []	0.00			
c. Travel []	0.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
f. Contractual []	12,000.00			
g. Other []	0.00			
h. Total Direct Charge	38,264.00			
i. Indirect Charges []	0.00			
j. Total Charges	\$ 38,264.00			
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Typed or Printed Name and Title	Telephone () ____-____

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c. Total PI (prior year carryover & current year collected).....	\$ 0.00
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269A**

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Phone (512) 458-7520**

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5. Payee Name: FORT BEND COUNTY HEALTH DEPARTMENT Address: P.O. BOX 668 City, ST, Zip: ROSENBERG, TX 77471-0668		9. Contract Term: (Month/Day/Year) From: September 01, 1998 To August 31, 1999		
		10. Period Covered by this Report: From: June 01, 1999 To August 31, 1999		

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel ☐	\$ 26,264.00			
b. Fringe Benefits ☐	0.00			
c. Travel ☐	0.00			
d. Equipment ☐	0.00			
e. Supplies ☐	0.00			
f. Contractual ☐	12,000.00			
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h. Total Direct Charge	38,264.00			
i. Indirect Charges ☐	0.00			
j. Total Charges	\$ 38,264.00			
k. PI Expended	0.00			

CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official Mike D. Rye	Date Submitted 7 / 28 / 98
Typed or Printed Name and Title	Telephone () - - - - -

12.a. Prior Year PI Carryover.....
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 c. Total PI (prior year carryover & current year collected)..... \$ 0.00
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**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

**1100 West 49th Street
Austin, Texas 78756-3199**

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Phone (512) 458-7520**

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		10. Period Covered by this Report: From: December 01, 1998 To February 28, 1999	

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 26,264.00			
b. Fringe Benefits []	0.00			
c. Travel []	0.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
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Signature of Authorized Certifying Official

Mike D. Royce

Date Submitted

7/28/98

Typed or Printed Name and Title

Telephone

() - - - - -

12.a. Prior Year PI Carryover.....

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**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

1100 West 49th Street
Austin, Texas 78756-3199

Grants Management Division
Phone (512) 458-7520

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2. Payee Acct. No.:	3. Final Report: [X] Yes [] No	7. TDH Doc. No. + Att. No.: 7460019692 99-02	
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11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 36,000.00			
b. Fringe Benefits []	14,117.00			
c. Travel []	1,000.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
f. Contractual []	0.00			
g. Other []	0.00			
h. Total Direct Charge	51,117.00			
i. Indirect Charges []	0.00			
j. Total Charges	\$ 51,117.00			
k. PI Expended	0.00			

CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official 	Date Submitted 7/28/98
Typed or Printed Name and Title	Telephone () - -

12.a. Prior Year PI Carryover.....	
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**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

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11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
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CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official: <i>Mike D. Ryell</i>	Date Submitted: <i>7/28/98</i>
Typed or Printed Name and Title:	Telephone: () - -

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**Texas Department Of Health
FINANCIAL STATUS REPORT
269A**

**1100 West 49th Street
Austin, Texas 78756-3199**

**Grants Management Division
Phone (512) 458-7520**

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		10. Period Covered by this Report: From: March 01, 1999 To May 31, 1999		

11. Budget Categories	(a) Approved Budget	(b) Project Cost this Period	(c) Cumulative Project Cost	(d) Balance
a. Personnel []	\$ 36,000.00			
b. Fringe Benefits []	14,117.00			
c. Travel []	1,000.00			
d. Equipment []	0.00			
e. Supplies []	0.00			
f. Contractual []	0.00			
g. Other []	0.00			
h. Total Direct Charge	51,117.00			
i. Indirect Charges []	0.00			
j. Total Charges	\$ 51,117.00			
k. PI Expended	0.00			

CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official: <i>Mike D. Royce</i>	Date Submitted: <u>7/28/98</u>
Typed or Printed Name and Title	Telephone: () _____

12.a. Prior Year PI Carryover.....

b. Current Year PI Collected.....

c. Total PI (prior year carryover & current year collected)..... \$ 0.00

* Item 11k (c) must be equal to or greater than Item 12a by end of contract.

[] Indicate with an X each category where Program Income (PI) has been expended.



JUL - 6 1998

Texas Department of Health

William R. Archer III, M.D.
Commissioner of Health

<http://www.tdh.state.tx.us>

Patti J. Patterson, M.D., M.P.H.
Executive Deputy Commissioner

1100 West 49th Street
Austin, Texas 78756-3199
512/458-7111

June 26, 1998

~~Ms. Jean N. Galloway~~

~~Director~~

Fort Bend County Health Department
P.O. Box 668
Rosenberg, Texas 77471

~~Dear Ms. Galloway:~~

This letter is to inform you that the contract attachment listed below is being processed for renewal. The term of this attachment will be from September 1, 1998 through August 31, 1999.

7460019692-99-02

Immunizations

\$51,117

If you have any questions, please contact Neva Klotz at (800) 252-9152 or (512) 458-7284.

Sincerely, .

Robert D. Crider, Jr.

Robert D. Crider, Jr., M.S., M.P.H.
Director, Immunization Division

DOCUMENT NO. 7460019692-99
ATTACHMENT NO. 01

PERFORMING AGENCY: FORT BEND COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF REGIONAL ADMIN. SERVICES

TERM: September 01, 1998 THRU: August 31, 1999

SECTION I. SCOPE OF WORK:

ESSENTIAL PUBLIC HEALTH SERVICES

PERFORMING AGENCY shall use direct assistance and/or financial assistance, as specified in SECTION III., BUDGET, from RECEIVING AGENCY to deliver one or more of the following essential public health services as specified in PERFORMING AGENCY'S FY 99 Service Delivery Plan which is adopted by reference:

- Monitor health status to identify community health problems;
- Diagnose and investigate health problems and health hazards in the community;
- Inform, educate, and empower clients about health status;
- Mobilize community partnerships to identify and solve health problems;
- Develop policies and plans that support individual and community health efforts;
- Enforce laws, rules, regulations, and ordinances, where applicable, that protect health and ensure safety;
- Link clients to needed personal health services and assure the provision of health care when otherwise unavailable;
- Assure a competent public health and personal health care work force;
- Evaluate effectiveness, accessibility, and quality of personal and population-based health services; and
- Research for new insights and innovative solutions to health problems.

Two types of support are provided under this program: (1) direct assistance in the form of state-paid positions and/or (2) financial assistance from General Revenue funds and the Preventive Health and Health Services Block Grant.

STATE-PAID POSITIONS

State-paid positions under this contract Attachment shall perform activities as specified in PERFORMING AGENCY'S FY 99 Service Delivery Plan. Activities shall be specific to one of the ten essential public health services or cardiovascular and cancer activities.

These positions report to and are directly supervised by PERFORMING AGENCY administrative staff. Supervision authorization includes overseeing daily work assignments and duties, staff development, evaluations, daily supervision, leave approval, promotions, and disciplinary actions including termination of the employee.

FINANCIAL ASSISTANCE

PERFORMING AGENCY shall direct 73.5% of the General Revenue funds toward the delivery of a broad range of essential public health services and 26.5% of the Preventive Health and Health Services Block Grant funds for activities designed to reduce the incidence of cancer and cardiovascular disease.

PERFORMANCE MEASURES

The following performance measures(s) will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

PERFORMING AGENCY shall submit quarterly progress reports which describe accomplishments, challenges, barriers, impact and progress toward achieving the work plan goals and objectives contained in PERFORMING AGENCY'S FY 99 Service Delivery Plan. These reports shall include the progress and activities of the employees in state-paid positions under the "000" budget.

SECTION II. SPECIAL PROVISIONS

General Provisions, REPORTS AND INSPECTIONS Article, is amended to include the following paragraph:

PERFORMING AGENCY shall submit quarterly reports and an Annual Expenditures Report to the appropriate Public Health Regional Director in the format specified by RECEIVING AGENCY Program within thirty (30) days following the end of each quarter and sixty (60) days following the end of PERFORMING AGENCY'S fiscal year.

SECTION III. BUDGET:

PERSONNEL	\$26,264.00
FRINGE BENEFITS	0.00
TRAVEL	0.00
EQUIPMENT	0.00
SUPPLIES	0.00
CONTRACTUAL	12,000.00
OTHER	0.00
 TOTAL	 \$38,264.00

Total reimbursements will not exceed \$ 38,264.00.

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 15th of October.

DOCUMENT NO. 7460019692-99
ATTACHMENT NO. 02

PERFORMING AGENCY: FORT BEND COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: IMMUNIZATION DIVISION

TERM: September 01, 1998 THRU: August 31, 1999

SECTION I. SCOPE OF WORK:

The goal of RECEIVING AGENCY Program is to prevent, control, and eliminate indigenous vaccine-preventable diseases by providing and administering biologicals, promoting immunizations, and applying principles of epidemiology and outbreak control measures within budgetary constraints.

PERFORMING AGENCY shall implement an immunization program for children, adolescents, and adults, with special emphasis on children two years of age or younger (less than 36 months of age). PERFORMING AGENCY will incorporate traditional and nontraditional, systematic approaches designed to eliminate barriers, expand immunization delivery, and establish uniform policies to immunize preschool-age children appropriately.

PERFORMING AGENCY will implement the "Standards for Pediatric Immunization Practices," February 1996, recommended by the National Vaccine Advisory Committee, approved by the United States Public Health Service, and endorsed by the American Academy of Pediatrics.

PERFORMING AGENCY shall formulate and implement a comprehensive immunization policy for all employees according to the most current Advisory Committee on Immunization Practices (ACIP) statement: "Immunization of Health-Care Workers."

PERFORMING AGENCY shall submit a detailed personnel report by the first day of the fifth month of this contract Attachment term to RECEIVING AGENCY Program, outlining positions funded through this contract Attachment. The report will contain the following information:

- Position Title and Classification
- Monthly and Yearly Salary
- Job Description
- Percent of time allocated to each major job task

PERFORMING AGENCY will attend and participate in at least one seminar or training session addressing the immunization requirements for children and students enrolled in Texas public and private schools and licensed child-care facilities.

PERFORMING AGENCY shall investigate all suspected cases of invasive *Haemophilus influenzae* disease in children less than 5 years of age and all suspected cases of measles, rubella, pertussis, paralytic poliomyelitis, and diphtheria within 24 hours of receipt of the initial case report. PERFORMING AGENCY shall investigate all suspected cases of mumps and tetanus within 48 hours of receipt of the initial case report.

PERFORMING AGENCY shall complete all case investigation forms and provide complete epidemiologic data on all reported cases of invasive *Haemophilus influenzae* disease in children less than 5 years of age, and all reported cases of measles, mumps, rubella, congenital rubella syndrome, pertussis, diphtheria, and paralytic poliomyelitis to RECEIVING AGENCY Program within 30 days of the initial case report. PERFORMING AGENCY shall provide copies of investigation forms to RECEIVING AGENCY Program.

PERFORMING AGENCY shall adhere to the Vaccine-Preventable Disease Surveillance Guidelines provided by RECEIVING AGENCY Program and shall implement the most current outbreak control procedures and measures as recommended in those guidelines.

PERFORMING AGENCY shall implement an immunization reminder and recall system to notify parents or guardians of children when immunizations are due. The notifications may be automated or manual and may include mailed or telephone contacts. Extra efforts shall be made to notify parents or guardians of children at high-risk of failure to complete the vaccines on schedule (e.g., children who start their vaccines late).

PERFORMING AGENCY shall provide immunization services outside usual clinic hours (which are 8:00 a.m. to 5:00 p.m., Monday through Friday) at least once each month or as needed to insure barrier-free access to immunization clinics. PERFORMING AGENCY residency requirements are not applicable under this contract Attachment. PERFORMING AGENCY shall not deny vaccinations to recipients because they do not reside within PERFORMING AGENCY'S jurisdiction.

PERFORMING AGENCY will maintain an accurate, up-to-date list of clinics and sites where public sector (free or low cost) immunization services are offered in PERFORMING AGENCY'S local area. PERFORMING AGENCY will update the clinic list monthly and provide the updates to local area Temporary Aid to Needy Families (TANF) offices and to the Immunization Communication and Training Program of RECEIVING AGENCY.

No fee may be charged for vaccines provided by RECEIVING AGENCY Program. All vaccines obtained from RECEIVING AGENCY Program shall be used solely for purposes of this contract Attachment and shall not be sold to agencies or individuals.

PERFORMING AGENCY shall not collect vaccine administration fees from Medicaid recipients. Vaccine administration fees collected from non-Medicaid patients shall be kept within guidelines established by RECEIVING AGENCY. No one may be denied immunization services in public

clinics because of inability to pay the administration fee. Fee schedules shall not be based on vaccine type, formulation, or dose in series. A copy of PERFORMING AGENCY'S fee schedule shall be submitted to RECEIVING AGENCY Program by the first day of the fifth month of this contract Attachment term.

All equipment and vaccine used by PERFORMING AGENCY which are provided by RECEIVING AGENCY Program shall be accounted for the same as other public property. RECEIVING AGENCY Program may investigate equipment or vaccine loss, destruction, spoilage, or other waste and may then require PERFORMING AGENCY to replace or reimburse RECEIVING AGENCY Program for them.

PERFORMING AGENCY shall record vaccine lot numbers on all vaccine storage records and in individual clinic immunization records to ensure a vaccine audit trail. PERFORMING AGENCY shall provide RECEIVING AGENCY Program with a copy of any local agency audit of immunization program funds and vaccines.

PERFORMING AGENCY shall submit a report to RECEIVING AGENCY Program for the previous calendar year that details storage measures and methods used to control vaccine loss, including methods to monitor and record daily vaccine storage temperatures. The report shall be submitted by the first day of the fifth month of this contract Attachment term in a format provided by RECEIVING AGENCY Program.

PERFORMING AGENCY will assist in distributing state-supplied vaccines to "Texas Health Steps" providers, Medicaid providers, physicians, and other providers and organizations within PERFORMING AGENCY'S local area.

PERFORMING AGENCY shall provide the parent, managing conservator, or guardian of each patient with a form, developed by RECEIVING AGENCY Program in compliance with 25 TAC, Chapter 100. This form will allow the parent, managing conservator, or guardian to authorize participation in the Immunization Tracking System (ImmTrac). When this form is signed and returned to PERFORMING AGENCY, PERFORMING AGENCY shall comply with the requirements of 25 TAC, Chapter 100 and provide an immunization history to RECEIVING AGENCY Program.

PERFORMING AGENCY shall provide RECEIVING AGENCY Program weekly data transfers of all vaccines administered, detailed by client name, demographics, and dose information. The data shall be submitted in a format provided by RECEIVING AGENCY Program for inclusion in the state's immunization registry (ImmTrac).

PERFORMING AGENCY shall comply with all applicable federal, state, and local laws, rules and regulations as these now appear or may be amended during the term of this contract Attachment, and standards and guidelines in effect on the beginning date of this contract Attachment. These include:

- Texas Human Resources Code §42.043, VTCA;
- Texas Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§81.023 and 161.001-161.009, VTCA;
- 25 TAC §§97.61-97.77 and 97.101-97.102;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
- Client Services Standards for Public Health and Community Clinics, revised June 1997.

PERFORMANCE MEASURES

The following performance measure(s) will be used, in part, to assess PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the terms of the contract.

PERFORMING AGENCY shall provide an estimated 12,657 doses of vaccine to clients who live or receive services in the following county(ies)/area defined as: Fort Bend, and surrounding counties.

PERFORMING AGENCY shall provide RECEIVING AGENCY Program monthly reports of doses administered by vaccines and age group and vaccine utilization/loss. Reports shall be submitted by the fifteenth day of each month for the previous calendar month, on forms provided by RECEIVING AGENCY Program (forms C5, C33, C33A). If automated reports are used by PERFORMING AGENCY, the report shall be similar to and include the same information as the C5, C33, C33A forms. PERFORMING AGENCY shall provide copies of each Biological Transfer Form (C-68) used to transfer vaccines to another agency or private provider. Vaccine lot numbers shall be included on all Biological Transfer Forms used to transfer vaccines.

PERFORMING AGENCY shall endeavor to achieve and maintain the following vaccine coverage levels:

- 90% for diphtheria and tetanus toxoids and pertussis vaccine (DTP), diphtheria and tetanus toxoids and acellular pertussis vaccine (DTaP), diphtheria and tetanus toxoids (DT), polio, measles/mumps/rubella (MMR), and *Haemophilus influenzae* type b conjugate (HibCV) vaccines in preschool age children; and
- 80% for hepatitis B.

PERFORMING AGENCY will implement and participate in RECEIVING AGENCY'S Perinatal Hepatitis B Prevention Program following program protocol and providing

program services when HBsAg-positive pregnant women are identified in their service area.

PERFORMING AGENCY will assist licensed child care facilities and registered family homes in achieving and maintaining 90% immunization levels.

PERFORMING AGENCY will assist accredited public and private schools in achieving and maintaining 95% immunization levels.

PERFORMING AGENCY shall assess the clinical records of preschool-age children to determine immunization levels. PERFORMING AGENCY shall use the Assessment Feedback Initiative Exchange (AFIX) methodology to assess immunization records using the Centers for Disease Control and Prevention (CDC) Clinic Assessment Software Application (CASA) available from RECEIVING AGENCY Program. PERFORMING AGENCY shall complete two (2) on-site assessments of all its facilities and one (1) assessment on at least five (5) Texas Vaccines for Children (TVFC) private providers within their jurisdiction during the term of this contract Attachment, using the criteria specified in the attached Exhibit "A." One of these assessments may be conducted in cooperation with RECEIVING AGENCY Program. Assessment results shall be reported to RECEIVING AGENCY Program not more than two weeks after the assessments are completed. An electronic file (either a backup or transfer file) for each clinic assessment shall contain the following information:

- Date of assessment
- Name and address of assessment site (including county and RECEIVING AGENCY'S public health region)
- Contact name (preferably the name of individual from site who can be contacted regarding assessment)
- E-mail address
- Telephone number
- Fax number
- Name of organization
- Site(s) covered by filing system (WIC, hospitals, private providers, etc.)
- Description of files that were used for the assessment (e.g., card files, medical records, ICES, data base)
- Agencies that participated in assessment
- Type of active reminder and recall system (e.g., automatic, manual)

SECTION II. SPECIAL PROVISIONS

Travel funds are provided for use only by persons assigned to RECEIVING AGENCY Program. All out-of-state travel and travel for persons not assigned through this contract Attachment require prior approval by RECEIVING AGENCY Program. Travel expenses shall be reimbursed in

accordance with PERFORMING AGENCY'S written travel policy; if PERFORMING AGENCY does not have a travel policy in place, travel expenses shall be reimbursed according to State of Texas travel regulations.

For immunization activities performed under this contract Attachment, General Provisions, OVERTIME COMPENSATION Article, is not applicable, and PERFORMING AGENCY shall comply with the following paragraphs:

PERFORMING AGENCY is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

PERFORMING AGENCY is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment.

PERFORMING AGENCY shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of 40 hours in a workweek.

SECTION III. BUDGET:

PERSONNEL	\$36,000.00
FRINGE BENEFITS	14,117.00
TRAVEL	1,000.00
EQUIPMENT	0.00
SUPPLIES	0.00
CONTRACTUAL	0.00
OTHER	0.00
 TOTAL	 \$51,117.00

Total reimbursements will not exceed \$ 51,117.00.

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 15th of October.

EXHIBIT A

Assessments for these facilities can be automated using the (CASA) import feature. The following issues must be considered prior to an automated assessment:

- * Can only be used if complete immunization histories are entered into computer database.
- * Methodology used for an automated assessment must be approved by RECEIVING AGENCY as meeting contract requirements.
- * Complete enumeration should be performed (i.e., CASA sampling feature is not used).

Assessment Criteria #1

CASA Assessment Site Requirements	CASA Client Information
<i>Provider Review Date</i> <i>Common Review Date: Same as Provider Review Date</i> Provider Type Name of Assessed Site Reviewer Initials Address City, Zip Code County Code	FULL Last and First Name Date of Birth (12-23 and 24-35 months of age from date of assessment) Moved or Gone Elsewhere Number of Medical Visits (Medical Charts Only) Shot Type Shot Date Gender SS Number

Assessment Criteria #2

CASA Assessment Site Requirements	CASA Client Information
<i>Provider Review Date</i> <i>Common Review Date: Same as Date of Assessment</i> Provider Type Name of Assessed Site Reviewer Initials Address City, Zip Code County Code	FULL Last and First Name Date of Birth (12-23 and 24-35 months of age from date of assessment) Moved or Gone Elsewhere Number of Medical Visits (Medical Charts Only) Shot Type Shot Date Gender SS Number

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO
EXECUTE THE AGREEMENT BETWEEN
FORT BEND COUNTY AND TEXAS DEPARTMENT OF HEALTH**

On this the 28th day of July, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Latta, seconded by Commissioner Meapra duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Agreement with Texas Department of Health for immunization program. Agreement is attached hereto for all purposes as though fully set forth herein word for word.



MILTON WRIGHT
Sheriff

SHERIFF'S OFFICE

Fort Bend County, Texas

07-21-98 A09:46 IN

AGENDA ITEM

#14

(281) 341-4700

Fax (281) 341-4701

DATE: July 20, 1998

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

FROM: Milton Wright, Sheriff *MWR*

SUBJECT: Search and Rescue Team Agreement

Please find attached, a signed Agreement for supplement care and feeding of three bloodhound tracking dogs to be used by this agency as part of the Search and Rescue Team.

I request this matter be placed on the July 28, 1998 Commissioners Court Agenda for consideration and approval.

Thank you for your assistance in this matter.

DATE JULY 14, 1998
TO SHERIFF MILTON WRIGHT
FROM DEPUTY KEITH PIKETT
SUB. SEARCH AND RESCUE TEAM

WHEREAS THE FORT BEND COUNTY SEARCH AND RESCUE TEAM IS AN EFFECTIVE LAW ENFORCEMENT FUNCTION AND...

WHEREAS THE ANIMALS COMMITTED TO THIS FUNCTION ARE OWNED AND CARED FOR BY DEPUTY KEITH PIKETT AND...

WHEREAS THE CARE, FEEDING, HOUSING, AND TRAINING OF THREE BLOODHOUND TRACKING DOGS INVOLVES EXTENSIVE EXPENSES AND...

WHEREAS THE ANIMALS ARE EXCLUSIVELY USED FOR LAW ENFORCEMENT PURPOSES AS PART OF THE FORT BEND COUNTY SHERIFF'S DEPARTMENT THE FOLLOWING AGREEMENT IS EXECUTED.

I KEITH PIKETT WILL PROVIDE THE FOLLOWING SERVICES TO THE FORT BEND COUNTY SHERIFF'S DEPARTMENT FOR THE AGREED AMOUNT OF \$100.00 PER MONTH TO SUPPLEMENT CARE AND FEEDING OF THE THREE BLOODHOUND TRACKING DOGS.

1. IMMEDIATE RESPONSE TO INCIDENTS AS ASSIGNED INVOLVING SEARCHES FOR....
 - A. CRIMINAL SUSPECTS
 - B. LOST AND MISSING PERSONS
 - C. IDENTIFICATION OF PERSONS AND THINGS
 - D. OTHER RELATED ACTIVITIES INVOLVING THE NEED L FOR TRACKING DOGS
2. PRESENT EDUCATIONAL AND INFORMATIVE PUBLIC RELATIONS DEMONSTRATIONS INVOLVING SEARCH AND RESCUE.
3. PROVIDE OTHER FUNCTIONS AS ASSIGNED WITH REGARD TO THE SEARCH AND RESCUE FUNCTION.

DATE 7-17-98 EMPLOYEE Keith Pikett
KEITH PIKETT
DATE 7-10-98 Milton Wright
SHERIFF, FORT BEND COUNTY



COMMUNITY DEVELOPMENT
Fort Bend County, Texas

Marilynn Kindell
Director

(281) 341-4410
Fax (281) 341-3762

MEMORANDUM

TO: Commissioners Court
FROM: Marilyn Kindell *M. Kindell*
DATE: July 22, 1998
RE: Commissioners Court Agenda

AGENDA ITEM
#15

Background

On April 23, 1996, Commissioners Court approved the agreement between Fort Bend County and the Sequoia Foundation, Inc. for downpayment assistance and closing costs for first-time homebuyers to be funded through the HOME program. Attached is a Modification of Agreement extending the term of the contract in order that Sequoia may finish their program.

Request

Commissioners Court is requested to consider and approve the Modification of Agreement between the Sequoia Foundation, Inc. and Fort Bend County and authorize the County Judge to execute same.

cc: Bud Childers w/attachment
Robert Grayless w/attachment
Jim Edwards w/attachment

MODIFICATION OF AGREEMENT

THIS supplemental Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the Grantee and corporate under the laws of the State of Texas, and the SEQUOIA FOUNDATION, INC. ("Subrecipient"), a Texas nonprofit corporation.

RECITALS

A. Fort Bend County and the Sequoia Foundation, Inc., entered into a written agreement as of April 23, 1996, for the purpose of acquiring property for the construction of single family homes in Pecan Park Subdivision and provide downpayment assistance and closing costs for the benefit of low- and moderate-income residents of Fort Bend County, by and through its Department of Housing and Urban Development. A copy of the Agreement is attached as Exhibit A and is incorporated herein by reference for all purposes.

B. Fort Bend County and the Sequoia Foundation, Inc. desire to modify the Agreement.

IT IS THEREFORE AGREED

1. Part I, SCOPE OF SERVICES is hereby deleted and replaced as follows:

The Subrecipient will provide a minimum of \$2,500.00 in downpayment assistance and closing costs for qualified first-time homebuyers of Fort Bend County.

Levels Of Accomplishments

Activity	FY 97	FY 98
Acquisition of Property	0	0
Construction Starts	7	4
Closings with Homebuyers	5	7

FY 1997 September 1, 1997 to August 31, 1998 and FY 1998 September 1, 1998 to August 31, 1999.

Time Of Performance

Services of the Subrecipient shall start on April 24, 1996 and end December 31, 1998.

Budget And Allocation Of Costs

<u>Line Item:</u>	<u>Amount:</u>
Administration	\$12,740.00
Homebuyer Assistance	\$27,500.00
TOTAL	\$40,240.00

Grantee will provide Subrecipient with HOME monies in an amount not to exceed Forty Thousand Two Hundred Forty Dollars and No/100 (\$40,240.00), provided there is sufficient match. Such monies will be disbursed by Subrecipient to provide downpayment assistance to low- and moderate-income families.

2. Except for the modification of the Agreement made in Part I of this Agreement, all provisions of the Agreement shall continue in full force and effect.
3. This modification shall become effective when executed in duplicate originals by the parties hereto as follows:

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

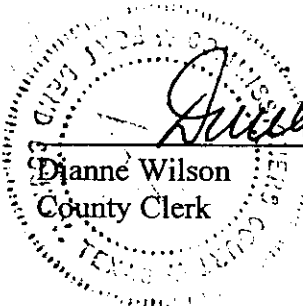
- a. It has on the 28 day of July, 1998, been executed by the County Judge of Fort Bend County, on behalf of the Grantee pursuant to an Order of the Commissioners Court of the Grantee so authorizing.
- b. It has on the 22 day of June, 1998, been executed by the President and attested to by the Secretary on behalf of the organization pursuant to a resolution of the governing body so authorizing.

FORT BEND COUNTY

ATTEST:



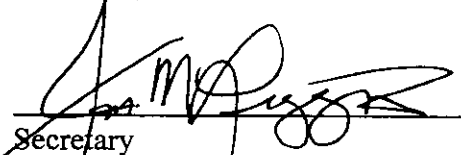
Dianne Wilson
County Clerk



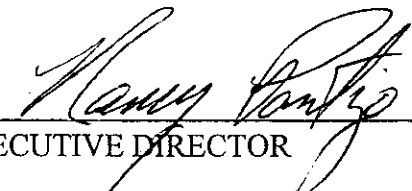
By 
MICHAEL D. ROZELL
County Judge

THE SEQUOIA FOUNDATION

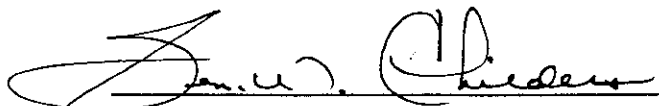
ATTEST:



Secretary

By 
EXECUTIVE DIRECTOR

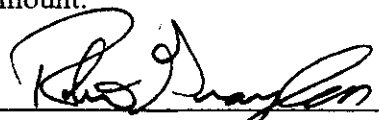
APPROVED AS TO FORM:



BEN W. "BUD" CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$40,240 to pay the obligation of Fort Bend County under and within the foregoing amount.



ROBERT GRAYLESS
County Auditor

**ORDER AUTHORIZING EXECUTION OF MODIFIED
AGREEMENT BETWEEN FORT BEND COUNTY AND
SEQUOIA FOUNDATION, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 28th day of July, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried,

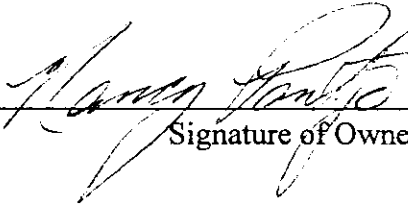
IT IS ORDERED that the Fort Bend County Judge execute the Agreement between Fort Bend County and Sequoia Foundation, Inc. for federal funding of HOME Investment Partnerships Program, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

The Sequoia Foundation
NAME OF OWNER

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Signature of Owner

6/22/98
Date

EXHIBIT C

Conflict of Interest Disclosure Form HOME Investment Partnerships Program

The HOME Program regulations at Section 92.356 (f) states that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single-family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a HOME assisted unit as the project manager or maintenance worker.

Upon written request of a housing owner or developer, the Grantee may grant an exception to the provisions stated above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the Grantee shall consider the following factors:

1. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
2. Whether the person has withdrawn from his or her function or responsibilities, or the decisionmaking process with respect to the specific assisted housing in question;
3. Whether the tenant protection requirements of 92.253 are being observed;
4. Whether the affirmative marketing requirements of 92.351 are being observed and followed; and
5. Any other factor relevant to the Grantee's determination, including the timing of the requested exception.



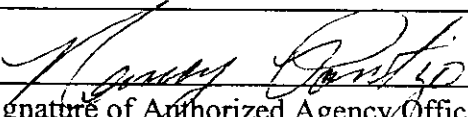
I certify that no conflict of interest exists between Fort Bend County and

The Sequoia Foundation
(Name of Organization)

_____ I certify that a conflict of interest exists between Fort Bend County and

(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).


Signature of Authorized Agency Official

6/22/98
Date

Executive Director
Typed Name and Title

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
THE SEQUOIA FOUNDATION, INC.**

THIS Agreement is made and entered into by and between FORT BEND COUNTY ("Grantee"), a body politic and corporate under the laws of the State of Texas, and the SEQUOIA FOUNDATION, INC. ("Subrecipient"), an Arkansas nonprofit corporation.

WHEREAS, the Grantee has received grant monies from the United States Department of Housing and Urban Development ("HUD") through the Home Investment Partnerships ("HOME") Program M-94-UC-48-0216 and M-95-UC-48-0216 and through HOME funds with which the Grantee desires to promote activities that expand the supply of affordable housing and the development of partnerships among the Grantee, local governments, local lenders, private industry and neighborhood-based housing nonprofit organizations; and

WHEREAS, the Subrecipient, a nonprofit corporation managed by a volunteer Board of Directors, is working to revitalize neighborhoods throughout the County and increase the number of decent, affordable housing units available to low-income families and individuals with special housing needs; and

WHEREAS, the Grantee and the Subrecipient desire to enter into an agreement whereby the Grantee will grant funds to the Subrecipient for the purpose of acquiring property for the construction of single family homes in Pecan Park Subdivision and provide downpayment assistance and closing costs for the benefit of low- and moderate-income residents of Fort Bend County, which are eligible under the rules and regulations regarding HOME grant funds; in accordance with the terms and conditions described herein; and

WHEREAS, the Grantee has determined that the acquisition of property for the construction of single family homes, the provision of downpayment assistance and closing costs is needed by low-income citizens of Fort Bend County.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That the parties covenant and agree as follows:

I.

SCOPE OF SERVICES

The Subrecipient will purchase forty residential lots for the construction of single family homes in Pecan Park subdivision. Also, the Subrecipient will provide a minimum of \$2,500 in downpayment assistance and closing costs for qualified first-time homebuyers of Fort Bend County.

Levels Of Accomplishments

Activity	FY 95	FY 96	FY 97
Acquisition of property	40 lots		
Construction Starts	5	25	10
Closings with Homebuyers	0	25	15

FY 95 September 1, 1995 to August 31, 1996; FY 1996 September 1, 1996 to August 31, 1997; FY 1997 September 1, 1997 to August 31, 1998.

Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

Time Of Performance

Services of the Subrecipient shall start on April 24, 1996 and end May 30, 1998.

Budget And Allocation Of Costs

Category	HOME Funds	Matching Funds	Total
Administration	10,000.00	0.00	10,000.00
Acquisition	220,000.00	112,500.00	332,500.00
Homebuyer Assistance	100,000.00	0.00	100,000.00
Closing Costs	8,000.00	0.00	8,000.00
Contingency	95,500.00	32,500.00	128,000.00
Total	433,500.00	145,000.00	578,500.00

Grantee will provide Subrecipient with HOME monies in an amount not to exceed Four Hundred Thirty-Three Thousand Five Hundred and No/100 (\$433,500.00) provided there is sufficient match. Such monies will be disbursed by Subrecipient to purchase single-family lots and provide downpayment assistance to low- and moderate-income families.

II.

AFFORDABILITY

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME Program, as applicable. Failure to meet the affordability requirements for the specified periods will require repayment of HOME funds.

III.

REPAYMENTS

If the Subrecipient receives repayment, interest, or other returns on the investment of HOME funds, these funds must be remitted to the Grantee and the Grantee may retain funds for additional eligible activities.

IV.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

Subrecipient shall comply with Office of Management and Budget Circulars A-110, A-133, and A-122, as applicable. The allowability of costs incurred for performances rendered hereunder by Subrecipient shall be determined in accordance with OMB Circular A-122. Recipients, subrecipients, contractors and/or subcontractors which are governmental entities shall comply with the requirements and standards of OMB Circulars A-87, A-128, and with 24 CFR Part 85.

IV.

PROJECT REQUIREMENTS

Maximum per-unit subsidy amount. The amount of HOME funds that the Grantee may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 221.514(b)(1) and (c) of this title for elevator type projects, involving nonprofit mortgagors, insured under section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located. These limits are available from HUD. If the Grantee's per-unit subsidy amount has already been increased to 210% as permitted in 221.514(c) of this title, upon request to the Field Office, HUD will allow the per-unit subsidy amount to be increased on a program-wide basis to an amount, up to 240% of the original per unit limits.

1994 HOME Pre-Unit Subsidy Limits:

		221(d)(3)	Maximum
		Basic	Subsidy
		Limit	Houston
		(100%)	(133%)
0	Bedroom	\$35,400	\$47,082
1	Bedrooms	\$40,579	\$53,970
2	Bedrooms	\$49,344	\$65,628
3	Bedrooms	\$63,834	\$84,899
4+	Bedrooms	\$70,070	\$93,193

Limitation on the use of HOME funds with FHA mortgage insurance. When HOME funds are to be used in connection with housing in which acquisition, new construction, or

rehabilitation is financed with a mortgage insured by HUD under chapter II of this title or for homeownership, the applicable period specified in the Grantee's guidelines established under 92.254(a)(4)(ii), must be equal to the term of the HUD-insured mortgage.

V.

OTHER PROGRAM REQUIREMENTS

Equal opportunity and fair housing.

- (a) Equal opportunity. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with the following:
 - (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1;
 - (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
 - (3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;
 - (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing.
 - (5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. A Grantee must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its Grantee to ensure the inclusion, to the maximum extent possible, of minorities and women, and

entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the Grantee with such persons or entities, public and private, in order to facilitate the activities of the Grantee to provide affordable housing authorized under this Act of any other federal housing law applicable to such Grantee. Section 85.36(e) of this title describes actions to be taken by a Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

- (b) Fair housing. In accordance with the certification made with its consolidated plan, each Grantee must affirmatively further fair housing. Actions described in 570.904(c) of this title will satisfy this requirement.

Environmental review.

- (a) General. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- (b) Responsibility for review.
 - (1) The Grantee or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. In accordance with 24 CFR part 58, the Grantee or insular area must carry out the environmental review of an activity and obtain approval of its request for release of funds before HOME funds are committed for the activity.

Displacement, relocation, and acquisition.

- (a) Minimizing displacement. Consistent with the other goals and objectives of this part, the Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
(HOME monies are used by a first-time homebuyer to purchase and occupy a property which has been used as rental housing. The tenant must leave to allow occupancy by the new owner. The tenant is considered displaced.).
- (b) Temporary relocation. The following policies cover residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. Such tenants must be provided:
 - (1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the costs of moving to

and from the temporarily occupied housing and any increase in monthly rent/utility costs.

- (2) Appropriate advisory services, including reasonable advance written notice of
 - (i) The date and approximate duration of the temporary relocation;
 - (ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
 - (iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and
 - (iv) The provisions of paragraph (b)(1) of this section.
- (c) Relocation assistance for displaced person.
 - (1) General. A displaced person must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24.
 - (2) Displaced Person.
 - (i) For purpose of paragraph (c) of this section, the term displaced person means a person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:
 - (A) After notice by the owner to move permanently from the property, if the move occurs on or after:
 - (1) The date of the submission of an application to the Grantee or HUD, if the applicant has site control and the application is later approved; or
 - (2) The date the Grantee approves the applicable site, if the applicant does not have site control at the time of the application; or
 - (B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the Grantee or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or
 - (C) By a tenant-occupant of a dwelling unit, if any one of the following three situation occurs:
 - (1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent,

safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of

- (i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
 - (ii) The total tenant payment, as determined under 24 CFR 813.107, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or
- (2) The tenant is required to relocate temporarily, does not return to the building/complex, and either
- (i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
 - (ii) Other conditions of the temporary relocation are not reasonable; or
- (3) The tenant is required to move to another dwelling unit in the same/building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- (ii) Notwithstanding paragraph (c)(2)(i) of this section, a persons does not qualify as a displaced person if:
- (A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, state or local law, or other good cause, and the Grantee determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
 - (B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced

person" (or for any assistance under this section) as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(g)(2); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iii) The Grantee may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) Initiation of negotiations. For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) Optional relocation assistance. The Grantee may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The Grantee may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by the State or local law, the Grantee must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) Residential antidisplacement and relocation assistance plan. Each Grantee shall comply with the Residential Antidisplacement and Relocation Assistance Plan requirements described at 24 CFR 570.606(c), or, in the case of a State-administered HOME Program, the requirements at 24 CFR 570.488(c). These policies require one-for-one replacement of low/moderate-income housing demolished or converted to another use and the provisions of relocation assistance to lower income persons displaced by such conversion or by demolition.

(f) Real property acquisition requirements. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

(g) Appeals. A person who disagrees with the Grantee's determination concerning whether the person qualifies as a displaced person, or the amount of the relocation assistance for which the person may be eligible, may file a written appeal of that determination with the Grantee. A low-income person who is dissatisfied with the Grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(h) Responsibility of Grantee.

(1) The Grantee must certify that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the Grantee to comply.

- (2) The cost of required relocation assistance is an eligible project cost. This cost also may be paid from State or local funds, or funds available from other sources.

Lead-based paint. Housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act and is, therefore, subject to 24 CFR part 35. Unless otherwise provided, Grantees are responsible for testing and abatement activities.

Conflict of interest.

(a) Applicability.

- (1) In the procurement of property and services by Grantees, state recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply.
- (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply. These cases include the acquisition and disposition of real property and the provision of assistance by the Grantee, by the state recipient, by subrecipients, or to individuals, housing developers, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).

(b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, state recipient, or subrecipient which are receiving HOME funds.

(d) Exceptions: Threshold requirements. Upon the written request of the Grantee, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the Grantee's program or project. An exception may be considered only after the Grantee has provided the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (2) An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the Grantee has satisfactorily met the requirements of

paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (5) Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (6) Any other relevant considerations.

Debarment and suspension. As required by 24 CFR, each Grantee must require participants in lower-tier covered transactions to include the certification in appendix B of 24 CFR part 24 (that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from covered transaction) in any proposal submitted in connection with the lower-tier transactions. A Grantee may rely on the certification, unless it knows the certification is erroneous. (See Exhibit A.)

Flood insurance.

- (a) Under the Flood Disaster Protection Act of 1973, HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - (1) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and
 - (2) Flood insurance is obtained as a condition of approval of the commitment.
- (b) Grantees located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

Executive Order 12372.

- (a) General. Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and the Department's implementing regulations at 24 CFR

Part 52, allow each state to establish its own process for review and comment on proposed Federal financial assistance programs;

- (b) Applicability. Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

VI.

AFFIRMATIVE MARKETING

The Subrecipient must follow the affirmative marketing procedures and requirements for HOME-assisted housing containing 5 or more housing units as outlined in Exhibit B. The affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. The Grantee will annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

VII.

RELIGIOUS ORGANIZATIONS

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOME program in accordance with the requirements of this part. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

VIII.

REQUESTS FOR DISBURSEMENTS OF FUNDS

The Subrecipient may not request disbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

IX.

REVERSION OF ASSETS

Subrecipient agrees to return to the Grantee any HOME funds remaining on hand at the end of the Agreement. Program income, as defined in 24 CFR 88.25, shall be subject to all terms, conditions and requirements of this Agreement so long as program income continues to be generated by activities financed under the terms of this Agreement.

X.

RECORDS AND REPORTS

Subrecipient will submit to Grantee monthly reports of the activities and services undertaken by Subrecipient in performance of this Agreement and monthly statements of Subrecipient's expenditures and fees, where applicable, regardless of the source of such funds, which relate to the Program in any way.

Subrecipient shall submit client data reports to Grantee on a monthly basis. The client data reports will contain eligibility information about the households involved in the program. This information will include family size, income, address, and census tract.

Such reports and statements will be signed by a duly-authorized agent of Subrecipient and will be submitted by the end of the month following the month which is reported.

XI.

ENFORCEMENT OF AGREEMENT

According to 24 CFR 85.43, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement. Also, according to 24 CFR 85.44, the Grantee may terminate this Agreement for convenience.

XII.

DURATION OF AGREEMENT

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME program, as applicable. This Agreement is in effect for the period of affordability as based upon 92.252 which includes the following:

- (a) Purchase with or without rehabilitation. Housing that is for purchase by a family qualifies as affordable housing only if the housing:

- (1) (i) Has an initial purchase price that does not exceed 95% of the median purchase price for the type of single-family housing (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the jurisdiction as determined by HUD, and which may be appealed in accordance with 24 CFR 203.18b; and

1 family unit	\$101,500
2 family unit	\$114,300
3 family unit	\$138,850
4 family unit	\$160,250
- (ii) Has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards in 92.251, that does not exceed the limit described in (a)(1)(i) of this section.
- (2) Is the principal residence of an owner whose family qualifies as a low-income family at the time of purchase;
- (3) Is purchased within 36 months if a lease-purchase agreement in conjunction with a homebuyer program is used to acquire the housing;
- (4) Is subject - for minimum periods of: 5 years where the per unit amount of HOME funds provided is less than \$15,000; 10 years where the per unit amount of HOME funds provided is \$15,000 to \$40,000; and 15 years where the per unit amount of HOME funds provided is greater than \$40,000 - to resale restrictions or recapture provisions that are established by the Grantee and determined by HUD to be appropriate to either;
 - (i) Make the housing available for subsequent purchase only to a low-income family that will use the property as its principal residence; and
 - (A) Provide the owner with a fair return on investment, including any improvements, and
 - (B) Ensure that the housing will remain affordable, pursuant to deed restrictions, covenants running with the land, or other similar mechanisms to ensure affordability, to a reasonable range of low-income homebuyers. The affordability restrictions must terminate upon occurrence of any of the following termination events: Foreclosure, transfer in lieu of foreclosure or assignment of a FHA insured mortgage to HUD. The Grantee may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms, if, during the original affordability period, the owner of record before the termination event, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property; or
 - (ii) A Grantee may structure the recapture provisions, subject to HUD approval, based on its program design and market conditions.

(A) The following methods of recapture would be acceptable to the Department:

- (1) Recapture the entire amount of the HOME investment, except that the HOME investment amount may be reduced prorata based on the time the homeowner has owned and occupied the unit measured against the required affordability period.

XIII.

MONITORING

Not less than annually, Grantee will review the performance of the Subrecipient assisted with HOME funds. For multi-family housing, each review will include on-site inspection to determine compliance with housing codes. For rental projects containing 25 HOME-assisted units or less, an on-site review will be made once within each two-year period. The results of each review will be included in the Grantee's performance report and will be made available to the public.

XIV.

RECORDKEEPING

Subrecipient will cooperate fully with Grantee in monitoring the Program. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations, and contract terms. In addition, Subrecipient agrees to keep records to fully document all expenditures charged to the HOME Program. The documentation must support the amounts charged to the Program and demonstrate that the expenditures were appropriate to the stated goals of the Program and allowable under applicable federal, state and Grantee guidelines. All records pertaining to this Agreement shall be retained for fifteen (15) years following the date of termination of this Agreement. Subrecipient may destroy Program records at the end of this fifteen (15) year period if no outstanding audit finding exists. Grantee, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription at all reasonable hours at all offices of Subrecipient. The Grantee reserves the right to perform an audit of the funds received under this Agreement in order to ensure Subrecipient's compliance with applicable federal regulations.

XV.

REPORTS AND AUDITS

For all Agreements in the amount of \$25,000 or more, Subrecipient must submit to Grantee an annual audit prepared in accordance with 24 CFR Part 44 generally, with specific reference to OMB Circulars A-110 (with attachments), A-122, A-128, and/or A-133, as

appropriate. The audit may cover either Subrecipient's fiscal year during which this Agreement is in force or cover the period of this Agreement. This audit must be prepared by an independent certified public accountant, be completed within twelve (12) months following the end of the period being audited and be submitted to Grantee within thirty (30) days of its completion.

Grantee reserves the right to perform an audit of Subrecipient's program operations and finances at any time during the term of this Agreement, and annually beginning January 1, 1996 through December 31, 1996, to ensure compliance with OMB Circular A-128, and Subrecipient agrees to allow access to all pertinent materials as described above. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to Subrecipient of such questioned practice or expenditure. If questions are not resolved within this period, Grantee reserves the right to withhold further funding under this and/or future contract(s).

If, as a result of any audit, it is determined that Subrecipient has misused, misapplied, or misappropriated all or any part of the grant funds described herein, Subrecipient agrees to reimburse the Grantee the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty or other charge levied against Grantee because of such misuse, misapplication or misappropriation.

XVI.

CLOSEOUTS

HOME funds from each individual Federal fiscal year (i.e., the allocation and any reallocated funds from the particular federal fiscal year appropriation) will be closed out when all the following criteria have been met:

- (1) All funds to be closed out have been drawn and expended for completed project cost, or funds not drawn down and expended have been de-obligated by HUD;
- (2) The matching requirements in 92.218 have been met;
- (3) Project Completion Reports for all projects using funds to be closed out have been submitted and entered into the C/MI System;
- (4) The Grantee has been reviewed and audited and HUD has determined that all requirements, except for affordability, have been met or all monitoring and audit findings have been resolved.
 - (i) The Grantee's most recent audit report must be received by HUD. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the Grantee agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the Grantee's next single audit and that the Grantee may be required to repay to HUD any disallowed costs based on the results of the audit.
 - (ii) The on-site monitoring of the Grantee by the HUD Field Office must include verification of C/MI System data reflected in the Closeout Report and reconciliation of any discrepancies which may exist between C/MI System data and Grantee records.

XVII.
APPLICABLE LAWS

A. Federal

Subrecipient agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during the performance of this Agreement:

Title VI of Civil Rights Act of 1964 (42 USC 20000d et seq.)
Title VIII of Civil Rights Act of 1968 (42 USC 3601 et seq.)
Executive Orders 11063, 11246, as amended by 11375 and as supplemented by
Department of Labor regulations (41 CFR Part 60)
Age Discrimination Act of 1975 (42 USC 6101 et seq.)
Section 504 of the Rehabilitation Act of 1973 (29 USC 794)
Immigration Reform and Control Act of 1986, specifically including the provisions
requiring employer verifications of legal worker status of its employees
Housing and Community Development Act of 1987 (Pub. L. 100-242, 101 Stat. 1815,
as amended)
The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
National Affordable Housing Act (NAHA) of 1990

Subrecipient, in the operation of its program, will also comply with Office of Management and budget Circular A-122 and attachments and revisions thereto, regarding principles for determining costs for HOME-funded programs. Subrecipient further agrees to comply with all applicable laws and regulations concerning lead-based paint, including, but not limited to 24 CFR Sec. 35, as prescribed in Section 92.355, and will require any subcontractors or subsidiaries to likewise comply.

B. Section of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701

As the work performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, Subrecipient covenants to abide by the requirements of the said Section 3. It requires as follows:

1. That, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area; and
2. That, to the greatest extent feasible, contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Subrecipient will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. Subrecipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Subrecipient agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representatives of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Subrecipient agrees that it will include the said Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the County, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. Subrecipient agrees that it will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided Subrecipient with a preliminary statement of ability to comply with the requirements of these regulations.

Grantee and Subrecipient understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee and the Subrecipient, and their respective successors, assignees and subcontractors. Failure to fulfill these requirements shall subject Subrecipient and its subcontractors, its successors and assignees, to those sanctions specified by the Grant Agreement through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

C. Clean Air Act; Clean Water Act; Environmental Protection Agency Acts and Regulations

This Agreement is subject to the requirements of Section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), Section 508 of the Clean Water Act (33 USC 1368), Water Pollution Control Act, as amended (33 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR, Part 15, as amended from time to time, and Executive Order 11738 (41 USC 7606 nt.). In compliance with said regulations, Subrecipient agrees, and with respect to any nonexempt transaction, shall require each subcontractor to agree to the following requirements:

1. A stipulation that no facility to be utilized in the performance of nonexempt contract or subcontract work is included on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

2. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 380 and all regulations and guidelines issued hereunder;
3. A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. Agreement by Subrecipient that it will include, or cause to be included, the criteria and requirements in Paragraphs (a) through (d) of this Section in every nonexempt subcontract, requiring that Subrecipient will take such action as the County may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Clean Water Act.

D. Other Laws

Subrecipient covenants and agrees that its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all other laws, federal, state, and local, relevant to the performance of this Agreement, including all ordinances, rules, and regulations of Fort Bend County and the National Affordable Housing Act of 1990 and all regulations pertaining thereto. Subrecipient further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if Grantee calls the attention of Subrecipient of any such violations on the part of Subrecipient or any of its officers, members, agents, employees, program participants or subcontractors, then Subrecipient shall immediately desist from and correct such violation.

XVIII.

PROHIBITION AGAINST DISCRIMINATION

A. Generally

Subrecipient, in the execution, performance, or attempted performance of this Agreement and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Subrecipient permit its officers, members, agents, employees, subcontractors or program participants to engage in such discrimination.

B. Employment

During the performance of this Agreement, Subrecipient agrees, and will require all of its subcontractors to agree, as follows:

1. Subrecipient will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Subrecipient, will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Age

In accordance with the policy of the Executive Branch of the federal government, Subrecipient covenants that neither it, nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this Agreement, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age or because of any handicap, except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

Subrecipient further covenants that neither it, nor its officers, members, agents, employees, subcontractors, program participants or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Agreement, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

D. Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Subrecipient warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Subrecipient or any of its subcontractors. Subrecipient warrants it will fully

comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Grantee harmless against any claims or allegations asserted by third parties or subcontractors against Grantee arising out of Subrecipient's and/or its subcontractors' alleged failure to comply with above-referenced laws concerning disability discrimination in the performance of this Agreement.

XIX.

PROHIBITION AGAINST INTEREST

No member, officer or employee of Grantee or its designees, or agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program funded hereunder during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. Subrecipient shall incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

No officer, employee, member, or program participant of Subrecipient or its subcontractors shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder or be financially interested, directly or indirectly, in the sale to Subrecipient of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of Subrecipient, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of Subrecipient or its subcontractors shall render this Agreement voidable by Fort Bend County.

XX.

NON-ASSIGNMENT

Subrecipient will not assign any or all of its rights or responsibilities under this Agreement without the prior written approval of Grantee. Any purported assignment without such approval will be a breach of this Agreement and void in all respects.

XXI.

INDEPENDENT SUBRECIPIENT

Subrecipient shall operate hereunder as an independent Subrecipient and not as an officer, agent, servant or employee of Grantee. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licenses or invitees. The doctrine of respondent superior shall not apply as between Grantee and Subrecipient, its officers, members, agent, servants, employees, subcontractors, program

participants, licenses or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between Grantee and Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, subSubrecipient, license or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of Grantee and that Grantee does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees.

Grantee shall in no way, nor under any circumstances, be responsible for any property belonging to Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees, which may be lost, stolen, destroyed or in any way damaged; and Subrecipient hereby indemnifies and holds harmless Grantee and its officers, agents, and employees from and against any and all claims or suits.

XXII.

INDEMNITY; INSURANCE; BOND

Subrecipient covenants and agrees to indemnify, hold harmless and defend, at its own expense, Grantee and its officers, agents, servants, and employees from and against any and all claims or suits for property loss of damage and/or personal injury, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this Agreement and/or the operations activities and services of the Program described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee; and Subrecipient hereby assumes all liability and responsibility of Grantee and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of this Agreement and agreement and/or the operations, activities and services of the programs described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients or subcontractors of Grantee. Subrecipient likewise covenants and agrees to and does hereby indemnify and hold harmless Grantee from and against any and all injury, damage or destruction of property of Grantee, rising out of or in connection with all acts or omissions of Subrecipient, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee.

XXIII.

WAIVER OF IMMUNITY

If Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Subrecipient hereby expressly waives its rights to plead defensively

such immunity or exemption as against Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory, or common law.

XXIV.

TERMINATION

Grantee may terminate this Agreement whenever such termination is determined to be in the best interest of Grantee, in event of Subrecipient's default, inability, or failure to perform or to comply with any of the terms herein, or for other good cause. Subrecipient agrees and will require any and all subcontractors to agree that in all documents created or produced by whatsoever entity as part of the performance of this Agreement or any subagreement hereunder, language will be inserted that will provide that any HOME or CDBG funds, program income or assets purchased with same, will revert to Grantee in the event of Subrecipient's or any subSubrecipient's default, inability or failure to perform under this Agreement.

Termination will be effected by written notice to Subrecipient, specifying the portions of the contract affected and the effective date of termination. Upon Subrecipient's receipt of such termination notice, Subrecipient will:

1. Stop work under the agreement on the date and to the extent specified by the Grantee;
2. Cease expenditures of HOME and CDBG monies, except as necessary for completion of the portions of the agreement not terminated; and
3. Terminate all orders and contracts to the extent that they relate to terminated portions of the agreement.

Subrecipient will return to Grantee any unused monies previously distributed under this Agreement within thirty (30) days of the effective date of agreement termination.

Grantee will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of agreement termination.

Neither CDBG or HOME funds provided hereunder may be used as collateral for loans to Subrecipient to defray program operation expenses, and any attempted use of CDBG or HOME funds for this purpose will result in termination of this Agreement by Grantee.

XXV.

MISCELLANEOUS PROVISIONS

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by Grantee of federal CDBG and HOME funds; that all monies distributed to Subrecipient hereunder shall be exclusively from federal monies received under said grant, not from any monies of Grantee; and that if such funds under said grant are not timely forthcoming, in whole or in part, Grantee may, at its sole discretion, terminate this Agreement and Grantee shall not be liable for payment for any work or service performed by Subrecipient under or in connection with this Agreement.

All terms of this Agreement shall apply to any and all subcontractors of Subrecipient which are in any way paid with CDBG or HOME funds or who perform any work in connection with Subrecipient's program.

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provisions.

The failure of the Grantee to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver of relinquishment to any extent of the Grantee's right to asset or rely upon any such term or right on any future occasion.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of this Agreement, venue for said action shall lie in Fort Bend County, Texas.

This written instrument and the exhibits attached hereto, which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral, or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by each party to this Agreement.

XXVI.

AMENDMENTS

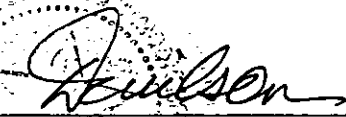
Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grant governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to undertaken as part of this Agreement, such modifications will be effected only by written amendment signed by both Grantee and Subrecipient.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY

ATTEST:



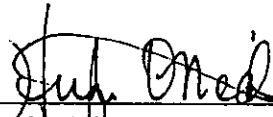
Dianne Wilson
County Clerk

By 

MICHAEL D. ROZELL
County Judge

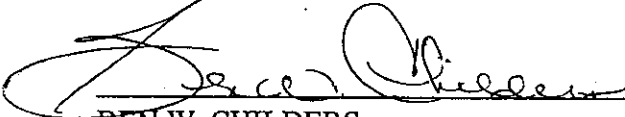


Secretary

By 

Executive Director

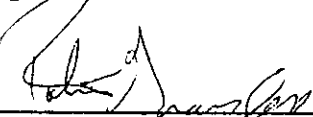
APPROVED AS TO FORM:



BEN W. CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$433,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.



ROBERT GRAYLESS
County Auditor

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

IT IS ORDERED that County Judge Michael D. Rozell be, and he is hereby, authorized to execute an Agreement between Fort Bend County and The Sequoia Foundation, Inc. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

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EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

Sequoia Foundation

NAME OF CONTRACTOR

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John D. Neal

Signature of Contractor

4.4.96

Date

EXHIBIT B

Affirmative Fair Housing Marketing Strategy HOME Investment Partnerships Program Fort Bend County

This section includes Fort Bend County's statement of policy and procedures to be followed by the County to meet the requirements for affirmative marketing, and establishing and overseeing a minority and woman's business outreach program under 24 CFR 92.350 and 92.351, respectively.

Part A: Affirmative Marketing

The HOME Program guidelines require each participating jurisdiction to adopt marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA or families with tenant based rental assistance provided with HOME funds.) The participating jurisdiction must annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any corrective actions.

The affirmative marketing requirements and procedures adopted must include:

- (1) Methods for informing the public, owners, and potential tenants about federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
- (2) Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
- (3) Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g. use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
- (4) Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and

- (5) A description of how the participating jurisdiction will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

Part B: Affirmative Marketing Policy

This affirmative marketing policy pertains to all housing containing five or more units assisted by the Fort Bend County Community Development Department or the U.S. Department of Housing and Urban Development (HUD). Fort Bend County will annually assess the affirmative marketing program to determine its success and will take any necessary corrective actions. The affirmative marketing requirements and procedures include the following:

- (1) Fort Bend County and its subrecipients will use the Equal Housing Opportunity logotype/slogan in all press releases or notices to the public or solicitations pertaining to housing containing five or more units.
- (2) Fort Bend County will require owners of HUD-assisted housing containing five or more units to:
 - (i) use major and community newspapers, community contacts, and the Equal Opportunity logotypes/slogan when advertising vacant housing units;
 - (ii) perform special outreach to persons in the housing market area who are not likely to apply for the housing without special outreach. Special outreach may include contacting community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies; and,
 - (iii) submit copies of all materials used to affirmatively market vacant housing units, records documenting actions taken by the owner to affirmatively market vacant housing, and any other documentation required by Fort Bend County and HUD.
- (3) Fort Bend County and its subrecipients will assess their affirmative marketing efforts annually. If affirmative marketing efforts are not successful, the County will determine the corrective actions necessary to meet the affirmative marketing requirements.

afhms94(cb)

Exhibit C

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. for each such failure.

Executed this 4th date of April, 1996.

By



(signature)

Hugh D'Neal

(typed or printed name)

Executive Director

(title, if any)

Covered Action: HOME Investment Partnerships Program

(type and identity of program, project or activity)

MODIFICATION OF AGREEMENT

THIS supplemental Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the Grantee and corporate under the laws of the State of Texas, and the SEQUOIA FOUNDATION, INC. ("Subrecipient"), a Texas nonprofit corporation.

RECITALS

A. Fort Bend County and the Sequoia Foundation, Inc., entered into a written agreement as of April 23, 1996, for the purpose of acquiring property for the construction of single family homes in Pecan Park Subdivision and provide downpayment assistance and closing costs for the benefit of low- and moderate-income residents of Fort Bend County, by and through its Department of Housing and Urban Development. A copy of the Agreement is attached as Exhibit A and is incorporated herein by reference for all purposes.

B. Fort Bend County and the Sequoia Foundation, Inc. desire to modify the Agreement.

IT IS THEREFORE AGREED

1. Part I, SCOPE OF SERVICES is hereby deleted and replaced as follows:

The Subrecipient will provide a minimum of \$2,500.00 in downpayment assistance and closing costs for qualified first-time homebuyers of Fort Bend County.

Levels Of Accomplishments

Activity	FY 97	FY 98
Acquisition of Property	0	0
Construction Starts	7	4
Closings with Homebuyers	5	7

FY 1997 September 1, 1997 to August 31, 1998 and FY 1998 September 1, 1998 to August 31, 1999.

Time Of Performance

Services of the Subrecipient shall start on April 24, 1996 and end December 31, 1998.

Budget And Allocation Of Costs

<u>Line Item:</u>	<u>Amount:</u>
Administration	\$12,740.00
Homebuyer Assistance	\$27,500.00
TOTAL	\$40,240.00

Grantee will provide Subrecipient with HOME monies in an amount not to exceed Forty Thousand Two Hundred Forty Dollars and No/100 (\$40,240.00), provided there is sufficient match. Such monies will be disbursed by Subrecipient to provide downpayment assistance to low- and moderate-income families.

2. Except for the modification of the Agreement made in Part I of this Agreement, all provisions of the Agreement shall continue in full force and effect.
3. This modification shall become effective when executed in duplicate originals by the parties hereto as follows:

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the 28 day of July, 1998, been executed by the County Judge of Fort Bend County, on behalf of the Grantee pursuant to an Order of the Commissioners Court of the Grantee so authorizing.
- b. It has on the 22 day of June, 1998, been executed by the President and attested to by the Secretary on behalf of the organization pursuant to a resolution of the governing body so authorizing.

FORT BEND COUNTY

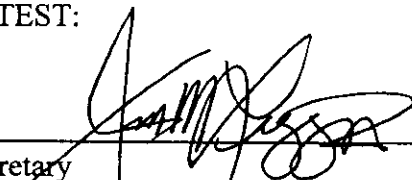
ATTEST:

Dianne Wilson
County Clerk

(Seal of Fort Bend County, Texas, Commissioners Court)

By Michael D. Rozell
MICHAEL D. ROZELL
County Judge

THE SEQUOIA FOUNDATION

ATTEST:

Secretary

By Nancy Brinkley
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

B. W. Childers
BEN W. "BUD" CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$40,240 to pay the obligation of Fort Bend County under and within the foregoing amount.

Robert Grayless
ROBERT GRAYLESS
County Auditor

**ORDER AUTHORIZING EXECUTION OF MODIFIED
AGREEMENT BETWEEN FORT BEND COUNTY AND
SEQUOIA FOUNDATION, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 28th day of July, 1998, 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 execute the Agreement between Fort Bend County and Sequoia Foundation, Inc. for federal funding of HOME Investment Partnerships Program, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

The Sequoia Foundation
NAME OF OWNER

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nancy B. Smith
Signature of Owner

6/22/98
Date

EXHIBIT C

Conflict of Interest Disclosure Form HOME Investment Partnerships Program

The HOME Program regulations at Section 92.356 (f) states that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single-family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a HOME assisted unit as the project manager or maintenance worker.

Upon written request of a housing owner or developer, the Grantee may grant an exception to the provisions stated above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the Grantee shall consider the following factors:

1. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
2. Whether the person has withdrawn from his or her function or responsibilities, or the decisionmaking process with respect to the specific assisted housing in question;
3. Whether the tenant protection requirements of 92.253 are being observed;
4. Whether the affirmative marketing requirements of 92.351 are being observed and followed; and
5. Any other factor relevant to the Grantee's determination, including the timing of the requested exception.

☒ I certify that no conflict of interest exists between Fort Bend County and

The Sequoia Foundation
(Name of Organization)

☐ I certify that a conflict of interest exists between Fort Bend County and

(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).

Signature of Authorized Agency Official

_____ 6/22/98

Date

_____ Executive Director

Typed Name and Title

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
THE SEQUOIA FOUNDATION, INC.**

THIS Agreement is made and entered into by and between FORT BEND COUNTY ("Grantee"), a body politic and corporate under the laws of the State of Texas, and the SEQUOIA FOUNDATION, INC. ("Subrecipient"), an Arkansas nonprofit corporation.

WHEREAS, the Grantee has received grant monies from the United States Department of Housing and Urban Development ("HUD") through the Home Investment Partnerships ("HOME") Program M-94-UC-48-0216 and M-95-UC-48-0216 and through HOME funds with which the Grantee desires to promote activities that expand the supply of affordable housing and the development of partnerships among the Grantee, local governments, local lenders, private industry and neighborhood-based housing nonprofit organizations; and

WHEREAS, the Subrecipient, a nonprofit corporation managed by a volunteer Board of Directors, is working to revitalize neighborhoods throughout the County and increase the number of decent, affordable housing units available to low-income families and individuals with special housing needs; and

WHEREAS, the Grantee and the Subrecipient desire to enter into an agreement whereby the Grantee will grant funds to the Subrecipient for the purpose of acquiring property for the construction of single family homes in Pecan Park Subdivision and provide downpayment assistance and closing costs for the benefit of low- and moderate-income residents of Fort Bend County, which are eligible under the rules and regulations regarding HOME grant funds; in accordance with the terms and conditions described herein; and

WHEREAS, the Grantee has determined that the acquisition of property for the construction of single family homes, the provision of downpayment assistance and closing costs is needed by low-income citizens of Fort Bend County.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That the parties covenant and agree as follows:

I.

SCOPE OF SERVICES

The Subrecipient will purchase forty residential lots for the construction of single family homes in Pecan Park subdivision. Also, the Subrecipient will provide a minimum of \$2,500 in downpayment assistance and closing costs for qualified first-time homebuyers of Fort Bend County.

Levels Of Accomplishments

Activity	FY 95	FY 96	FY 97
Acquisition of property	40 lots		
Construction Starts	5	25	10
Closings with Homebuyers	0	25	15

FY 95 September 1, 1995 to August 31, 1996; FY 1996 September 1, 1996 to August 31, 1997; FY 1997 September 1, 1997 to August 31, 1998.

Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

Time Of Performance

Services of the Subrecipient shall start on April 24, 1996 and end May 30, 1998.

Budget And Allocation Of Costs

Category	HOME Funds	Matching Funds	Total
Administration	10,000.00	0.00	10,000.00
Acquisition	220,000.00	112,500.00	332,500.00
Homebuyer Assistance	100,000.00	0.00	100,000.00
Closing Costs	8,000.00	0.00	8,000.00
Contingency	95,500.00	32,500.00	128,000.00
Total	433,500.00	145,000.00	578,500.00

Grantee will provide Subrecipient with HOME monies in an amount not to exceed Four Hundred Thirty-Three Thousand Five Hundred and No/100 (\$433,500.00) provided there is sufficient match. Such monies will be disbursed by Subrecipient to purchase single-family lots and provide downpayment assistance to low- and moderate-income families.

II.

AFFORDABILITY

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME Program, as applicable. Failure to meet the affordability requirements for the specified periods will require repayment of HOME funds.

III.

REPAYMENTS

If the Subrecipient receives repayment, interest, or other returns on the investment of HOME funds, these funds must be remitted to the Grantee and the Grantee may retain funds for additional eligible activities.

IV.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

Subrecipient shall comply with Office of Management and Budget Circulars A-110, A-133, and A-122, as applicable. The allowability of costs incurred for performances rendered hereunder by Subrecipient shall be determined in accordance with OMB Circular A-122. Recipients, subrecipients, contractors and/or subcontractors which are governmental entities shall comply with the requirements and standards of OMB Circulars A-87, A-128, and with 24 CFR Part 85.

IV.

PROJECT REQUIREMENTS

Maximum per-unit subsidy amount. The amount of HOME funds that the Grantee may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 221.514(b)(1) and (c) of this title for elevator type projects, involving nonprofit mortgagors, insured under section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located. These limits are available from HUD. If the Grantee's per-unit subsidy amount has already been increased to 210% as permitted in 221.514(c) of this title, upon request to the Field Office, HUD will allow the per-unit subsidy amount to be increased on a program-wide basis to an amount, up to 240% of the original per unit limits.

1994 HOME Pre-Unit Subsidy Limits:

		221(d)(3)	Maximum
		Basic	Subsidy
		Limit	Houston
		(100%)	(133%)
0	Bedroom	\$35,400	\$47,082
1	Bedrooms	\$40,579	\$53,970
2	Bedrooms	\$49,344	\$65,628
3	Bedrooms	\$63,834	\$84,899
4+	Bedrooms	\$70,070	\$93,193

Limitation on the use of HOME funds with FHA mortgage insurance. When HOME funds are to be used in connection with housing in which acquisition, new construction, or

rehabilitation is financed with a mortgage insured by HUD under chapter II of this title or for homeownership, the applicable period specified in the Grantee's guidelines established under 92.254(a)(4)(ii), must be equal to the term of the HUD-insured mortgage.

V.

OTHER PROGRAM REQUIREMENTS

Equal opportunity and fair housing.

(a) Equal opportunity. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with the following:

- (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1;
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- (3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing.
- (5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. A Grantee must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its Grantee to ensure the inclusion, to the maximum extent possible, of minorities and women, and

entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the Grantee with such persons or entities, public and private, in order to facilitate the activities of the Grantee to provide affordable housing authorized under this Act of any other federal housing law applicable to such Grantee. Section 85.36(e) of this title describes actions to be taken by a Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

- (b) Fair housing. In accordance with the certification made with its consolidated plan, each Grantee must affirmatively further fair housing. Actions described in 570.904(c) of this title will satisfy this requirement.

Environmental review.

- (a) General. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- (b) Responsibility for review.
 - (1) The Grantee or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. In accordance with 24 CFR part 58, the Grantee or insular area must carry out the environmental review of an activity and obtain approval of its request for release of funds before HOME funds are committed for the activity.

Displacement, relocation, and acquisition.

- (a) Minimizing displacement. Consistent with the other goals and objectives of this part, the Grantee must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
(HOME monies are used by a first-time homebuyer to purchase and occupy a property which has been used as rental housing. The tenant must leave to allow occupancy by the new owner. The tenant is considered displaced.).
- (b) Temporary relocation. The following policies cover residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. Such tenants must be provided:
 - (1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the costs of moving to

and from the temporarily occupied housing and any increase in monthly rent/utility costs.

- (2) Appropriate advisory services, including reasonable advance written notice of
 - (i) The date and approximate duration of the temporary relocation;
 - (ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
 - (iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and
 - (iv) The provisions of paragraph (b)(1) of this section.
- (c) Relocation assistance for displaced person.
 - (1) General. A displaced person must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24.
 - (2) Displaced Person.
 - (i) For purpose of paragraph (c) of this section, the term displaced person means a person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:
 - (A) After notice by the owner to move permanently from the property, if the move occurs on or after:
 - (1) The date of the submission of an application to the Grantee or HUD, if the applicant has site control and the application is later approved; or
 - (2) The date the Grantee approves the applicable site, if the applicant does not have site control at the time of the application; or
 - (B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the Grantee or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or
 - (C) By a tenant-occupant of a dwelling unit, if any one of the following three situation occurs:
 - (1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent,

safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of

- (i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
 - (ii) The total tenant payment, as determined under 24 CFR 813.107, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or
- (2) The tenant is required to relocate temporarily, does not return to the building/complex, and either
- (i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
 - (ii) Other conditions of the temporary relocation are not reasonable; or
- (3) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- (ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:
- (A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, state or local law, or other good cause, and the Grantee determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
 - (B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced

- person" (or for any assistance under this section) as a result of the project;
- (C) The person is ineligible under 49 CFR 24.2(g)(2); or
 - (D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
- (iii) The Grantee may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.
- (3) Initiation of negotiations. For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.
- (d) Optional relocation assistance. The Grantee may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The Grantee may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by the State or local law, the Grantee must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.
 - (e) Residential antidisplacement and relocation assistance plan. Each Grantee shall comply with the Residential Antidisplacement and Relocation Assistance Plan requirements described at 24 CFR 570.606(c), or, in the case of a State-administered HOME Program, the requirements at 24 CFR 570.488(c). These policies require one-for-one replacement of low/moderate-income housing demolished or converted to another use and the provisions of relocation assistance to lower income persons displaced by such conversion or by demolition.
 - (f) Real property acquisition requirements. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.
 - (g) Appeals. A person who disagrees with the Grantee's determination concerning whether the person qualifies as a displaced person, or the amount of the relocation assistance for which the person may be eligible, may file a written appeal of that determination with the Grantee. A low-income person who is dissatisfied with the Grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.
 - (h) Responsibility of Grantee.
 - (1) The Grantee must certify that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the Grantee to comply.

- (2) The cost of required relocation assistance is an eligible project cost. This cost also may be paid from State or local funds, or funds available from other sources.

Lead-based paint. Housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act and is, therefore, subject to 24 CFR part 35. Unless otherwise provided, Grantees are responsible for testing and abatement activities.

Conflict of interest.

- (a) Applicability.
 - (1) In the procurement of property and services by Grantees, state recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply.
 - (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply. These cases include the acquisition and disposition of real property and the provision of assistance by the Grantee, by the state recipient, by subrecipients, or to individuals, housing developers, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).
- (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, state recipient, or subrecipient which are receiving HOME funds.
- (d) Exceptions: Threshold requirements. Upon the written request of the Grantee, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the Grantee's program or project. An exception may be considered only after the Grantee has provided the following:
 - (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (2) An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.
- (e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the Grantee has satisfactorily met the requirements of

paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (5) Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (6) Any other relevant considerations.

Debarment and suspension. As required by 24 CFR, each Grantee must require participants in lower-tier covered transactions to include the certification in appendix B of 24 CFR part 24 (that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from covered transaction) in any proposal submitted in connection with the lower-tier transactions. A Grantee may rely on the certification, unless it knows the certification is erroneous. (See Exhibit A.)

Flood insurance.

- (a) Under the Flood Disaster Protection Act of 1973, HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - (1) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and
 - (2) Flood insurance is obtained as a condition of approval of the commitment.
- (b) Grantees located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

Executive Order 12372.

- (a) General. Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and the Department's implementing regulations at 24 CFR

- Part 52, allow each state to establish its own process for review and comment on proposed Federal financial assistance programs;
- (b) Applicability. Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

VI.

AFFIRMATIVE MARKETING

The Subrecipient must follow the affirmative marketing procedures and requirements for HOME-assisted housing containing 5 or more housing units as outlined in Exhibit B. The affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. The Grantee will annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

VII.

RELIGIOUS ORGANIZATIONS

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOME program in accordance with the requirements of this part. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

VIII.

REQUESTS FOR DISBURSEMENTS OF FUNDS

The Subrecipient may not request disbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

IX.

REVERSION OF ASSETS

Subrecipient agrees to return to the Grantee any HOME funds remaining on hand at the end of the Agreement. Program income, as defined in 24 CFR 88.25, shall be subject to all terms, conditions and requirements of this Agreement so long as program income continues to be generated by activities financed under the terms of this Agreement.

X.

RECORDS AND REPORTS

Subrecipient will submit to Grantee monthly reports of the activities and services undertaken by Subrecipient in performance of this Agreement and monthly statements of Subrecipient's expenditures and fees, where applicable, regardless of the source of such funds, which relate to the Program in any way.

Subrecipient shall submit client data reports to Grantee on a monthly basis. The client data reports will contain eligibility information about the households involved in the program. This information will include family size, income, address, and census tract.

Such reports and statements will be signed by a duly-authorized agent of Subrecipient and will be submitted by the end of the month following the month which is reported.

XI.

ENFORCEMENT OF AGREEMENT

According to 24 CFR 85.43, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement. Also, according to 24 CFR 85.44, the Grantee may terminate this Agreement for convenience.

XII.

DURATION OF AGREEMENT

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME program, as applicable. This Agreement is in effect for the period of affordability as based upon 92.252 which includes the following:

- (a) Purchase with or without rehabilitation. Housing that is for purchase by a family qualifies as affordable housing only if the housing:

- (1) (i) Has an initial purchase price that does not exceed 95% of the median purchase price for the type of single-family housing (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the jurisdiction as determined by HUD, and which may be appealed in accordance with 24 CFR 203.18b; and

1 family unit	\$101,500
2 family unit	\$114,300
3 family unit	\$138,850
4 family unit	\$160,250

- (ii) Has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards in 92.251, that does not exceed the limit described in (a)(1)(i) of this section.
- (2) Is the principal residence of an owner whose family qualifies as a low-income family at the time of purchase;
- (3) Is purchased within 36 months if a lease-purchase agreement in conjunction with a homebuyer program is used to acquire the housing;
- (4) Is subject - for minimum periods of: 5 years where the per unit amount of HOME funds provided is less than \$15,000; 10 years where the per unit amount of HOME funds provided is \$15,000 to \$40,000; and 15 years where the per unit amount of HOME funds provided is greater than \$40,000 - to resale restrictions or recapture provisions that are established by the Grantee and determined by HUD to be appropriate to either;
- (i) Make the housing available for subsequent purchase only to a low-income family that will use the property as its principal residence; and
- (A) Provide the owner with a fair return on investment, including any improvements, and
- (B) Ensure that the housing will remain affordable, pursuant to deed restrictions, covenants running with the land, or other similar mechanisms to ensure affordability, to a reasonable range of low-income homebuyers. The affordability restrictions must terminate upon occurrence of any of the following termination events: Foreclosure, transfer in lieu of foreclosure or assignment of a FHA insured mortgage to HUD. The Grantee may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms, if, during the original affordability period, the owner of record before the termination event, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property; or
- (ii) A Grantee may structure the recapture provisions, subject to HUD approval, based on its program design and market conditions.

- (A) The following methods of recapture would be acceptable to the Department:
 - (1) Recapture the entire amount of the HOME investment, except that the HOME investment amount may be reduced prorata based on the time the homeowner has owned and occupied the unit measured against the required affordability period.

XIII.

MONITORING

Not less than annually, Grantee will review the performance of the Subrecipient assisted with HOME funds. For multi-family housing, each review will include on-site inspection to determine compliance with housing codes. For rental projects containing 25 HOME-assisted units or less, an on-site review will be made once within each two-year period. The results of each review will be included in the Grantee's performance report and will be made available to the public.

XIV.

RECORDKEEPING

Subrecipient will cooperate fully with Grantee in monitoring the Program. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations, and contract terms. In addition, Subrecipient agrees to keep records to fully document all expenditures charged to the HOME Program. The documentation must support the amounts charged to the Program and demonstrate that the expenditures were appropriate to the stated goals of the Program and allowable under applicable federal, state and Grantee guidelines. All records pertaining to this Agreement shall be retained for fifteen (15) years following the date of termination of this Agreement. Subrecipient may destroy Program records at the end of this fifteen (15) year period if no outstanding audit finding exists. Grantee, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription at all reasonable hours at all offices of Subrecipient. The Grantee reserves the right to perform an audit of the funds received under this Agreement in order to ensure Subrecipient's compliance with applicable federal regulations.

XV.

REPORTS AND AUDITS

For all Agreements in the amount of \$25,000 or more, Subrecipient must submit to Grantee an annual audit prepared in accordance with 24 CFR Part 44 generally, with specific reference to OMB Circulars A-110 (with attachments), A-122, A-128, and/or A-133, as

appropriate. The audit may cover either Subrecipient's fiscal year during which this Agreement is in force or cover the period of this Agreement. This audit must be prepared by an independent certified public accountant, be completed within twelve (12) months following the end of the period being audited and be submitted to Grantee within thirty (30) days of its completion.

Grantee reserves the right to perform an audit of Subrecipient's program operations and finances at any time during the term of this Agreement, and annually beginning January 1, 1996 through December 31, 1996, to ensure compliance with OMB Circular A-128, and Subrecipient agrees to allow access to all pertinent materials as described above. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to Subrecipient of such questioned practice or expenditure. If questions are not resolved within this period, Grantee reserves the right to withhold further funding under this and/or future contract(s).

If, as a result of any audit, it is determined that Subrecipient has misused, misapplied, or misappropriated all or any part of the grant funds described herein, Subrecipient agrees to reimburse the Grantee the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty or other charge levied against Grantee because of such misuse, misapplication or misappropriation.

XVI.

CLOSEOUTS

HOME funds from each individual Federal fiscal year (i.e., the allocation and any reallocated funds from the particular federal fiscal year appropriation) will be closed out when all the following criteria have been met:

- (1) All funds to be closed out have been drawn and expended for completed project cost, or funds not drawn down and expended have been de-obligated by HUD;
- (2) The matching requirements in 92.218 have been met;
- (3) Project Completion Reports for all projects using funds to be closed out have been submitted and entered into the C/MI System;
- (4) The Grantee has been reviewed and audited and HUD has determined that all requirements, except for affordability, have been met or all monitoring and audit findings have been resolved.
 - (i) The Grantee's most recent audit report must be received by HUD. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the Grantee agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the Grantee's next single audit and that the Grantee may be required to repay to HUD any disallowed costs based on the results of the audit.
 - (ii) The on-site monitoring of the Grantee by the HUD Field Office must include verification of C/MI System data reflected in the Closeout Report and reconciliation of any discrepancies which may exist between C/MI System data and Grantee records.

XVII.
APPLICABLE LAWS

A. Federal

Subrecipient agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during the performance of this Agreement:

Title VI of Civil Rights Act of 1964 (42 USC 20000d et seq.)
Title VIII of Civil Rights Act of 1968 (42 USC 3601 et seq.)
Executive Orders 11063, 11246, as amended by 11375 and as supplemented by
Department of Labor regulations (41 CFR Part 60)
Age Discrimination Act of 1975 (42 USC 6101 et seq.)
Section 504 of the Rehabilitation Act of 1973 (29 USC 794)
Immigration Reform and Control Act of 1986, specifically including the provisions
requiring employer verifications of legal worker status of its employees
Housing and Community Development Act of 1987 (Pub. L. 100-242, 101 Stat. 1815,
as amended)
The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
National Affordable Housing Act (NAHA) of 1990

Subrecipient, in the operation of its program, will also comply with Office of Management and budget Circular A-122 and attachments and revisions thereto, regarding principles for determining costs for HOME-funded programs. Subrecipient further agrees to comply with all applicable laws and regulations concerning lead-based paint, including, but not limited to 24 CFR Sec. 35, as prescribed in Section 92.355, and will require any subcontractors or subsidiaries to likewise comply.

B. Section of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701

As the work performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, Subrecipient covenants to abide by the requirements of the said Section 3. It requires as follows:

1. That, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area; and
2. That, to the greatest extent feasible, contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Subrecipient will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. Subrecipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Subrecipient agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representatives of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Subrecipient agrees that it will include the said Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the County, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. Subrecipient agrees that it will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided Subrecipient with a preliminary statement of ability to comply with the requirements of these regulations.

Grantee and Subrecipient understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee and the Subrecipient, and their respective successors, assignees and subcontractors. Failure to fulfill these requirements shall subject Subrecipient and its subcontractors, its successors and assignees, to those sanctions specified by the Grant Agreement through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

C. Clean Air Act; Clean Water Act; Environmental Protection Agency Acts and Regulations

This Agreement is subject to the requirements of Section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), Section 508 of the Clean Water Act (33 USC 1368), Water Pollution Control Act, as amended (33 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR, Part 15, as amended from time to time, and Executive Order 11738 (41 USC 7606 nt.). In compliance with said regulations, Subrecipient agrees, and with respect to any nonexempt transaction, shall require each subcontractor to agree to the following requirements:

1. A stipulation that no facility to be utilized in the performance of nonexempt contract or subcontract work is included on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

2. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 380 and all regulations and guidelines issued hereunder;
3. A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. Agreement by Subrecipient that it will include, or cause to be included, the criteria and requirements in Paragraphs (a) through (d) of this Section in every nonexempt subcontract, requiring that Subrecipient will take such action as the County may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Clean Water Act.

D. Other Laws

Subrecipient covenants and agrees that its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all other laws, federal, state, and local, relevant to the performance of this Agreement, including all ordinances, rules, and regulations of Fort Bend County and the National Affordable Housing Act of 1990 and all regulations pertaining thereto. Subrecipient further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if Grantee calls the attention of Subrecipient of any such violations on the part of Subrecipient or any of its officers, members, agents, employees, program participants or subcontractors, then Subrecipient shall immediately desist from and correct such violation.

XVIII.

PROHIBITION AGAINST DISCRIMINATION

A. Generally

Subrecipient, in the execution, performance, or attempted performance of this Agreement and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Subrecipient permit its officers, members, agents, employees, subcontractors or program participants to engage in such discrimination.

B. Employment

During the performance of this Agreement, Subrecipient agrees, and will require all of its subcontractors to agree, as follows:

1. Subrecipient will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Subrecipient, will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Age

In accordance with the policy of the Executive Branch of the federal government, Subrecipient covenants that neither it, nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this Agreement, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age or because of any handicap, except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

Subrecipient further covenants that neither it, nor its officers, members, agents, employees, subcontractors, program participants or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Agreement, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

D. Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Subrecipient warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Subrecipient or any of its subcontractors. Subrecipient warrants it will fully

comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Grantee harmless against any claims or allegations asserted by third parties or subcontractors against Grantee arising out of Subrecipient's and/or its subcontractors' alleged failure to comply with above-referenced laws concerning disability discrimination in the performance of this Agreement.

XIX.

PROHIBITION AGAINST INTEREST

No member, officer or employee of Grantee or its designees, or agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program funded hereunder during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. Subrecipient shall incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

No officer, employee, member, or program participant of Subrecipient or its subcontractors shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder or be financially interested, directly or indirectly, in the sale to Subrecipient of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of Subrecipient, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of Subrecipient or its subcontractors shall render this Agreement voidable by Fort Bend County.

XX.

NON-ASSIGNMENT

Subrecipient will not assign any or all of its rights or responsibilities under this Agreement without the prior written approval of Grantee. Any purported assignment without such approval will be a breach of this Agreement and void in all respects.

XXI.

INDEPENDENT SUBRECIPIENT

Subrecipient shall operate hereunder as an independent Subrecipient and not as an officer, agent, servant or employee of Grantee. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licenses or invitees. The doctrine of respondent superior shall not apply as between Grantee and Subrecipient, its officers, members, agent, servants, employees, subcontractors, program

participants, licenses or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between Grantee and Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, subSubrecipient, license or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of Grantee and that Grantee does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees.

Grantee shall in no way, nor under any circumstances, be responsible for any property belonging to Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees, which may be lost, stolen, destroyed or in any way damaged; and Subrecipient hereby indemnifies and holds harmless Grantee and its officers, agents, and employees from and against any and all claims or suits.

XXII.

INDEMNITY; INSURANCE; BOND

Subrecipient covenants and agrees to indemnify, hold harmless and defend, at its own expense, Grantee and its officers, agents, servants, and employees from and against any and all claims or suits for property loss of damage and/or personal injury, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this Agreement and/or the operations activities and services of the Program described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee; and Subrecipient hereby assumes all liability and responsibility of Grantee and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of this Agreement and agreement and/or the operations, activities and services of the programs described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients or subcontractors of Grantee. Subrecipient likewise covenants and agrees to and does hereby indemnify and hold harmless Grantee from and against any and all injury, damage or destruction of property of Grantee, rising out of or in connection with all acts or omissions of Subrecipient, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee.

XXIII.

WAIVER OF IMMUNITY

If Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Subrecipient hereby expressly waives it rights to plead defensively

such immunity or exemption as against Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory, or common law.

XXIV.

TERMINATION

Grantee may terminate this Agreement whenever such termination is determined to be in the best interest of Grantee, in event of Subrecipient's default, inability, or failure to perform or to comply with any of the terms herein, or for other good cause. Subrecipient agrees and will require any and all subcontractors to agree that in all documents created or produced by whatsoever entity as part of the performance of this Agreement or any subagreement hereunder, language will be inserted that will provide that any HOME or CDBG funds, program income or assets purchased with same, will revert to Grantee in the event of Subrecipient's or any subSubrecipient's default, inability or failure to perform under this Agreement.

Termination will be effected by written notice to Subrecipient, specifying the portions of the contract affected and the effective date of termination. Upon Subrecipient's receipt of such termination notice, Subrecipient will:

1. Stop work under the agreement on the date and to the extent specified by the Grantee;
2. Cease expenditures of HOME and CDBG monies, except as necessary for completion of the portions of the agreement not terminated; and
3. Terminate all orders and contracts to the extent that they relate to terminated portions of the agreement.

Subrecipient will return to Grantee any unused monies previously distributed under this Agreement within thirty (30) days of the effective date of agreement termination.

Grantee will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of agreement termination.

Neither CDBG or HOME funds provided hereunder may be used as collateral for loans to Subrecipient to defray program operation expenses, and any attempted use of CDBG or HOME funds for this purpose will result in termination of this Agreement by Grantee.

XXV.

MISCELLANEOUS PROVISIONS

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by Grantee of federal CDBG and HOME funds; that all monies distributed to Subrecipient hereunder shall be exclusively from federal monies received under said grant, not from any monies of Grantee; and that if such funds under said grant are not timely forthcoming, in whole or in part, Grantee may, at its sole discretion, terminate this Agreement and Grantee shall not be liable for payment for any work or service performed by Subrecipient under or in connection with this Agreement.

All terms of this Agreement shall apply to any and all subcontractors of Subrecipient which are in any way paid with CDBG or HOME funds or who perform any work in connection with Subrecipient's program.

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provisions.

The failure of the Grantee to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver of relinquishment to any extent of the Grantee's right to asset or rely upon any such term or right on any future occasion.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of this Agreement, venue for said action shall lie in Fort Bend County, Texas.

This written instrument and the exhibits attached hereto, which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral, or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by each party to this Agreement.

XXVI.

AMENDMENTS

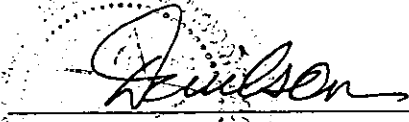
Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grant governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

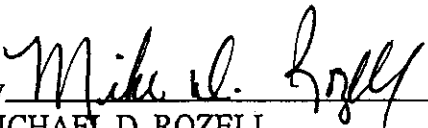
Grantee may, in its discretion amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to undertaken as part of this Agreement, such modifications will be effected only by written amendment signed by both Grantee and Subrecipient.

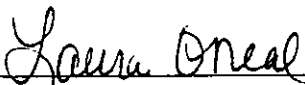
IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

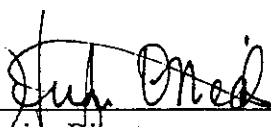
FORT BEND COUNTY

ATTEST:


Dianne Wilson
County Clerk

By 
MICHAEL D. ROZELL
County Judge


Secretary

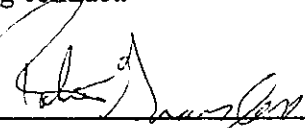
By 
Executive Director

APPROVED AS TO FORM:


BEN W. CHILDERS
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$433,500.00 to pay the obligation of Fort Bend County under and within the foregoing contract.


ROBERT GRAYLESS
County Auditor

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
THE SEQUOIA FOUNDATION, INC.**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 23 day of April, 1996, the Commissioners Court of
Fort Bend County, Texas, upon motion of Commissioner Pressley
_____, seconded by Commissioner Gutts_____, duly put and carried,

IT IS ORDERED that County Judge Michael D. Rozell be, and he is hereby, authorized to
execute an Agreement between Fort Bend County and The Sequoia Foundation, Inc. Said
Agreement being incorporated herein by reference for all purposes as though fully set forth
herein word for word.

SEQHOME

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

Sequoia Foundation
NAME OF CONTRACTOR

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John D. Neal
Signature of Contractor

4-4-96
Date

EXHIBIT B

Affirmative Fair Housing Marketing Strategy HOME Investment Partnerships Program Fort Bend County

This section includes Fort Bend County's statement of policy and procedures to be followed by the County to meet the requirements for affirmative marketing, and establishing and overseeing a minority and woman's business outreach program under 24 CFR 92.350 and 92.351, respectively.

Part A: Affirmative Marketing

The HOME Program guidelines require each participating jurisdiction to adopt marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA or families with tenant based rental assistance provided with HOME funds.) The participating jurisdiction must annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any corrective actions.

The affirmative marketing requirements and procedures adopted must include:

- (1) Methods for informing the public, owners, and potential tenants about federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
- (2) Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
- (3) Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g. use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
- (4) Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and

- (5) A description of how the participating jurisdiction will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

Part B: Affirmative Marketing Policy

This affirmative marketing policy pertains to all housing containing five or more units assisted by the Fort Bend County Community Development Department or the U.S. Department of Housing and Urban Development (HUD). Fort Bend County will annually assess the affirmative marketing program to determine its success and will take any necessary corrective actions. The affirmative marketing requirements and procedures include the following:

- (1) Fort Bend County and its subrecipients will use the Equal Housing Opportunity logotype/slogan in all press releases or notices to the public or solicitations pertaining to housing containing five or more units.
- (2) Fort Bend County will require owners of HUD-assisted housing containing five or more units to:
 - (i) use major and community newspapers, community contacts, and the Equal Opportunity logotypes/slogan when advertising vacant housing units;
 - (ii) perform special outreach to persons in the housing market area who are not likely to apply for the housing without special outreach. Special outreach may include contacting community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies; and,
 - (iii) submit copies of all materials used to affirmatively market vacant housing units, records documenting actions taken by the owner to affirmatively market vacant housing, and any other documentation required by Fort Bend County and HUD.
- (3) Fort Bend County and its subrecipients will assess their affirmative marketing efforts annually. If affirmative marketing efforts are not successful, the County will determine the corrective actions necessary to meet the affirmative marketing requirements.

Exhibit C

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. for each such failure.

Executed this 4th date of April, 1996.

By 
(signature)
Hugh O'Neal
(typed or printed name)
Executive Director
(title, if any)

Covered Action: HOME Investment Partnerships Program
(type and identity of program, project or activity)

Texas American Title

20202 Hwy 59 N # 360
Humble, Texas 77338
281-446-3366

#15

Date : JULY 22, 1998

To: MICHAEL E ROZELL, COUNTY JUDGE
301 JACKSON, ROOM 101
RICHMOND TX 77469

ATTN: POST CLOSING

Re: LN# 6692141 / NORWEST
GF# 650-98-1129

NAME: BARNES

Dear Sir or Madam:

In connection with the captioned transaction, please find enclosed the following documents.

Deed of Trust - SECOND LIEN

~~XXXXXXXXXXXXXXXXXXXX~~
~~Mortgagee's title policy~~

~~XXXXXXXXXXXXXXXXXXXX~~
~~T-90 Endorsement~~

Other _____

Sincerely,

DOROTHY APPLGATE

ESCROW OFFICER

7-30-98 Orig Cto Marilyn K - Comm Sec.

SECOND LIEN DEED OF TRUST

I. DEFINITIONS.

Date: May 29, 1998

Grantor: **Nora Barnes**

Grantor's Mailing Address (including county):

**1300 Wilson Drive
Rosenberg, Fort Bend County, Texas 77471**

Trustee: **Michael E. Rozell, or his Successors in Office
County Judge**

Trustee's Mailing Address (including county):

**301 Jackson, Room 101
Richmond, Fort Bend County, Texas 77469**

Beneficiary: **THE COUNTY OF FORT BEND**

Beneficiary's Mailing Address (including county):

**Fort Bend County
County Judge's Office
301 Jackson, Room 101
Richmond, Texas 77469**

Contract: **That Contract between Fort Bend County and The Sequoia Foundation, authorized by Fort Bend County Commissioners Court, passed on April 23, 1996, which provides homeownership opportunities to low- and very-low income families.**

Loan Note/Note: **That certain promissory note of even date herewith from Grantor to Beneficiary, in the deferred principal amount of Eight Thousand and No/100 Dollars (\$8,000.00). The Note shall mature and become finally due and payable upon the occurrence of any default during the Affordability Period (defined below) unless the debt evidenced by the Note is forgiven as provided in the Note.**

Property: **The land described in EXHIBIT "A", attached hereto and made a part hereof, and all rights and appurtenances thereto; all improvements now or hereafter located on the land; all fixtures and equipment now or hereafter**

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attached to the land or improvements, and all substitutions and replacements thereof and additions and successions thereto, including without limitation, all air conditioning, heating ventilation, plumbing and electrical fixtures and equipment; and all leases, contracts, rental, royalties and other income received in connection with the land and improvements, which has the address of 1300 Wilson Drive Rosenberg, Texas 77471.

II. LIEN PRIORITY.

This Lien shall be second and subordinate only to the purchase money loan to Grantor used in connection with Grantor's acquisition of the Property.

III. GRANT; WARRANTY.

Grantor irrevocably grants and conveys to Trustee the Property, in trust, and Grantor covenants that Grantor is lawfully seized of the Property hereby conveyed and has the right to grant and convey the same and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and agrees to defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

IV. SECURITY FOR PERFORMANCE.

This Deed of Trust secures to Beneficiary:

- (A) the repayment of the debt evidenced by the Note, if any, with interest, and all renewals, extensions and modifications of the Note;
- (B) the payment of all other sums, with interest, advanced by Beneficiary under this Deed of Trust to protect the security of this Deed of Trust; and
- (C) the performance of Grantor's covenants and agreements under this Deed of Trust, the Note, and any other instruments securing payment or performance of the Note. (The obligations described in this paragraph are hereinafter collectively referred to as the "Indebtedness").

V. GRANTOR'S COVENANTS.

For the purpose of better securing the Indebtedness, Grantor expressly covenants and agrees with the Trustee and his successors and substitutes, for the benefit of Beneficiary that:

- A. **Payment of Principal and Interest.** Grantor shall promptly pay when due the principal of the interest on the debt, if any, evidenced by the Note.
- B. **Funds for Taxes and Insurance.** Subject to applicable law or written waiver by Beneficiary, and except when such escrows described herein below are required to

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be paid under any first lien deed of trust covering the Property, Grantor shall pay the Beneficiary:

- a) yearly taxes and assessments which may attain priority over this Deed of Trust as a Lien on the Property;
- b) yearly hazard or property insurance premiums; and
- c) yearly flood insurance premiums, if any.

These items are called "Escrow Items". Beneficiary may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The funds shall be held in an institution who deposits are insured by a federal agency, instrumentality, or entity (including Beneficiary, if Beneficiary is such an institution) or in any Federal Home Loan Bank. Beneficiary shall apply the funds to pay the Escrow Items. Unless applicable law requires interest to be paid, Beneficiary shall not be required to pay Grantor any interest or earnings on the funds. The funds are pledged as additional security for the Indebtedness.

If the funds held by the Beneficiary exceed the amounts permitted to be held by applicable law, Beneficiary shall account to Grantor for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Beneficiary at any time is not sufficient to pay the Escrow Items when due, Beneficiary may so notify Grantor in writing, and, in such case Grantor shall pay to Beneficiary the amount necessary to make up the deficiency. Grantor shall make up the deficiency in not more than twelve (12) monthly payments, at Beneficiary's sole discretion.

Upon payment in full of the Indebtedness, Beneficiary shall promptly refund to Grantor any funds held by Beneficiary. If Beneficiary shall acquire or sell the Property pursuant to a foreclosure or deed in lieu thereof, Beneficiary, prior to acquisition or sale of the Property, shall apply any funds held by Beneficiary at the time of acquisition or sale as a credit against the sums secured by the Deed of Trust.

- C. **Taxes and Assessments.** Grantor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payment or ground rents, if any. Grantor shall pay these obligations in the manner provided in Paragraph B above, or if not required to be paid in such manner, Grantor shall pay them on time directly to the person owed payment. Grantor shall promptly furnish to Beneficiary copies of all notices of amounts to be paid under this paragraph. If Grantor makes these payments directly, Grantor shall furnish to Beneficiary copies of all receipts evidencing the payments.

- D. Priority of Lien.** Grantor shall preserve the position of the lien created by this Deed of Trust, subject only to the lien described in Section II above.
- E. Hazard or Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards. Such insurance shall be in a form acceptable to Beneficiary and shall cover all improvements for their full insurable value, unless Beneficiary agrees in writing to a smaller amount; provide fire and extended coverage including windstorm coverage; provide flood insurance coverage if the Property is located in a flood hazard area; name Beneficiary as loss payee; and contain such other coverage as Beneficiary may reasonably require. The insurance carrier providing the insurance shall be a financially sound insurer authorized to do business in the State of Texas and shall be subject to Beneficiary's approval, which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property, in accordance with Article V, Paragraph A.
- All insurance policies and renewals shall be approved by the Beneficiary and must include a standard Mortgage's clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewals notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier. Beneficiary may make proof of loss if not made promptly by Grantor.
- Grantor shall fully comply with the terms of all insurance policies required under this Deed of Trust, including without limitation, the co-insurance requirements.
- F. Occupancy.** Grantor shall comply, establish and use the Property as Grantor's principal residence for the Affordability Period, unless Beneficiary otherwise agrees in writing. Affordability Period means a period of five (5) years commencing on the date of the Note and this Deed of Trust.
- G. Maintenance of Property.** Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property and shall keep the same in good condition and repair.
- H. Legal Proceedings.** Grantor shall promptly notify Beneficiary of the commencement of any legal proceeding affecting the Property or any part thereof, and will take such action as may be necessary to preserve Beneficiary's rights under this Deed of Trust; and should Grantor fail or refuse to take any such action, Beneficiary may, at Beneficiary's election, take such action on behalf and in the name of Grantor and at Grantor's cost and expense.
- I. Prior Liens.** If this Deed of Trust lien is not the first lien, Grantor shall faithfully and fully perform all obligations under the prior lien instruments.

J. General Compliance.

Grantor agrees to comply with all terms of the Note and this Deed of Trust.

VI. PERFORMANCE.

A. Right to Perform Grantor's Obligations. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), the Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this Paragraph A, Beneficiary is not required to do so. All amounts advanced by Beneficiary under this paragraph shall bear interest at the Default Rate set forth in the Note and shall be secured hereby.

B. Payment of Indebtedness. If the indebtedness is duly and punctually paid as the same becomes due and payable, and Grantor fully performs its covenants, then this conveyance shall become of no further force and effect, and the lien hereof shall be released by Beneficiary at Grantor's cost and expense.

C. Default. If any one of the following events should occur, and any stated period of time for cure has elapsed (hereinafter a "Default"):

- a) Grantor violates or fails to perform in accordance with any term, condition or covenant contained in this Deed of Trust or the Note;
- b) Grantor abandons or fails to occupy the Property, as his/her principal residence during the Affordability Period and there is no remaining Co-Grantor under this Deed of Trust (unless Beneficiary agrees in writing to waive the occupancy requirement);
- c) Grantor (voluntarily or involuntarily) sells or otherwise transfers any interest in the Property prior to the expiration of the Affordability Period; other than to a Co-Grantor (unless Beneficiary agrees to the transfer in writing); or
- d) The lien of this Deed of Trust becomes subject to delinquent taxes, a mechanics or materialmen's lien or otherwise materially impaired;

then, in any such event, and in addition to any other remedies available under this Deed of Trust at law or in equity, the whole of the Indebtedness remaining unpaid shall, at the option of Beneficiary, without necessity of notice to Grantor or any other person or entity (except as may be required by law), become immediately due and payable, and thereupon or at any time thereafter while the Indebtedness

remains unpaid, it shall be the duty of the Trustee or his successors or substitutes on the request of Beneficiary to reinforce this trust by selling the Property.

If a default occurs, Beneficiary may;

- (a) collect rents if the Property is rented or rent it and collect rents if it is vacant and apply the proceeds, less reasonable expenses, to the payment of the Note;
- (b) declare the Note, including any other sums secured by this Deed of Trust immediately due and payable; and
- (c) request Trustee to foreclose this lien.

D. Trustee's Sale. At the request of Beneficiary, the Trustee, including his/her substitutes of successors, shall enforce this trust and sell the Property as an entirety or in parcels, by one sale or by several sales, held at one time or at different times as the Trustee, including, his/her substitutes or successors, acting may elect (all rights to marshalling of the Property, or to a sale in inverse order of alienation, being hereby expressly waived by Grantor), at the place for public sales as designated from time to time by applicable authorities, in the county in which the Property, or a part of Property to be sold is situated, each sale to be made of the first Tuesday of a calendar month between the hours of 10:00 A.M. and 4:00 P.M. to the highest bidder for cash at public auction, after posting or causing to be posted or written or printed notice of the time, place and terms of the sale at the door of the courthouse of said county, for at least twenty-one (21) days before the day of sale (such twenty-one (21) days commencing on the date of posting), and to execute and deliver to the purchaser(s) at such sale proper conveyances of the Property sold, with general warranty of title binding upon Grantor and the heirs, representatives, successors and assigns of Grantor. In addition, the holder(s) of Indebtedness shall at least twenty-one (21) days preceding the date of the sale (such twenty-one (21) day period commencing on the date of the posting); (A) file a copy of such notice with the clerk of each county in which the Property is situated and (B) serve written notice of the proposed sale by certified mail on each debtor(s) obligated to pay the Indebtedness according to the records of such holder(s). Service of such notice shall be completed upon deposit of the notice, enclosed in the postpaid wrapper, properly addressed to each debtor(s) at such debtor's most recent address as shown by such holder(s) records, in a post office or official depository under the care and custody of the United State Postal Service. The Affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Unless otherwise required by applicable law, no notice of such sale or sales other than that herein provided for need be given to Grantor or any other person or party. The Trustee, including his/her substitutes or successors, acting shall apply the proceeds arising from each sale; first, to pay all expenses of the sale, including the out-of-pocket expenses and a fee to the Trustee, including the

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acting Trustee; second, to reimburse Beneficiary for any expenses incurred by Beneficiary in protecting, administering and operating the Property prior to the foreclosure; and third, to the payment of the indebtedness. Any surplus funds from the foreclosure sale or sales hereunder shall be paid to the person(s) legally entitled to received same. Beneficiary or other holders of the Indebtedness shall have the right to become purchaser at any sale to the same extent as any other party, being the highest bidder, and in lieu of paying cash may credit the amount of the bid upon the Indebtedness held by the Beneficiary or such other holder(s) up to the full amount of the Indebtedness then unpaid.

If the Property is sold pursuant to this Paragraph D, Grantor or any person(s) holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser(s) at the sale. If possession in not surrendered, Grantor or such person(s) shall be a tenant at sufferance and may be removed by writ of possession. Beneficiary will give the first lien holder notice of the Trustee's Sale.

VII. GENERAL COVENANTS.

- A. Forbearance By Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.
- B. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor. Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Deed of Trust but does not execute the Note:
- (a) is co-signing this Deed of Trust only to mortgage, grant and convey the Grantor's interest in the Property under the terms of this Deed of Trust;
 - (b) is not personally obligated to pay the sums secured by this Deed of Trust; and
 - (c) agrees that Beneficiary and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Deed of Trust or the Note without the Grantor's consent.

- C. **Usury Laws.** Grantor and Beneficiary intend and agree to conform strictly to applicable usury laws. No provision of this Deed of Trust or any instrument securing the payment of the Note shall require payment or permit the collection of interest in excess of the maximum rate permitted by applicable law (the "Maximum Rate"). If any excess interest is herein or in any other instrument provided for, or shall be adjudicated to be so provided for, the provisions of this paragraph shall govern and neither Grantor nor any guarantor or endorser of the Note nor their assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the Maximum Rate. If for any reason the interest paid under this Deed of Trust, the Note or any instrument securing the Note shall exceed the Maximum Rate, the holder hereof shall refund to Grantor or, at such holder's option, credit the Indebtedness in such portion of the interest as may be necessary to cause the interest paid on the Indebtedness to equal the Maximum Rate. All interest paid in connection with the Indebtedness, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread throughout the full term of the Note, including any renewal or extension.
- D. **Notices.** Any notice provided for in this Deed of Trust shall be in writing. Any notice to Grantor shall be directed to Grantor's Mailing Address or any other address Grantor designates by notice to Beneficiary. Any notice to Beneficiary shall be directed to Beneficiary's Mailing Address or any other address Beneficiary designates by notice to Grantor. Any notice provided for in this Deed of Trust shall be deemed sufficiently given if deposited under the care and custody of the United States Postal Service, properly addressed, postage prepaid, by registered or certified mail.
- E. **Governing Law; Severability.** This Deed of Trust shall be governed by federal law and the laws of the State of Texas. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions. To this end the provisions of the Deed of Trust and the Note declared to be severable.
- F. **No Election of Remedies.** The rights of Beneficiary under this Deed of Trust shall be cumulative. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy provided by law or equity shall not preclude the exercise or another remedy.
- G. **Transfer of the Property or a Beneficial Interest in Grantor.** If all or any part of the Property or any interest in it is sold or transferred prior to the expiration of the Affordability Period, which commences upon the date of execution of this Deed of Trust, other than to a Co-Grantor (or if a beneficial interest in Grantor is sold or transferred and Grantor is not at natural person), Grantor will pay Beneficiary the full amount due of the Loan at the time the Property is sold. However, if at the time of resale the net proceeds are not sufficient to recapture the full HOME investment plus enable the Grantor to

recover the amount of the downpayment, principal payments, and any capital improvement investment, Beneficiary will allow the HOME investment amount that must be recaptured to be reduced prorata based on the time the Grantor has owned and occupied the Property measured against the required Affordability Period; except that Beneficiary will not allow the Grantor to recover more than the amount of Grantor's downpayment, principal payments, and any capital improvement investment.

H. Sale of Note. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without prior notice to Grantor. The term "Beneficiary" as used herein shall refer to the then holder of the Note and this Deed of Trust as it may change from time to time.

I. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph I, "Hazardous Substance" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Paragraph I, "Environmental Law" means federal laws and the laws of the State of Texas that relate to health, safety or environmental protection.

J. Substitute Trustee. In the case of death, resignation, inability, refusal or failure to act of the Trustee, or in Beneficiary should desire for any reason, with or without cause, to replace the Trustee, or if Beneficiary should desire for any reason, with or without cause, to replace the Trustee, a Successor or Substitute Trustee may be named without formality other than designation by Beneficiary in writing of such successor or Substitute Trustee. Without conveyance of the Property, the Successor or Substitute Trustee, is authorized and empowered to appoint any attorney-in-fact to act as Trustee under him and in his name, place and

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stead, such appointment to be evidenced by an instrument signed and acknowledged by such Trustee, Successor or Substitute; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done in person by the such Trustee, Successor or Substitute.

- K. Release.** The proceeds of the Note secured hereby have been used for a portion of the downpayment, closing costs or prepaids in connection with the acquisition of the residential property described herein. Grantor acknowledges that the property was sold to Grantor by third parties who were not partners, agents or employees of Beneficiary. As a portion of the consideration required to be paid by Grantor for the loan evidenced by the Note secured hereby, Grantor hereby releases Beneficiary from any claims, causes of action, loss or damage of any kind or for any injury to or death of persons or damage to property of Grantor or any other person from any cause whatsoever by reason of the condition, use or occupancy of such Property by Grantor or any other person and/or arising out of or in any way connected with this Deed of Trust or the Property.
- L. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property which have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and secured by valid liens against the Property are recoverable by Beneficiary from Grantor. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Beneficiary by assignments or are released by the holder thereof upon payment.
- M. Partial Invalidity.** In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

GRANTOR(S):

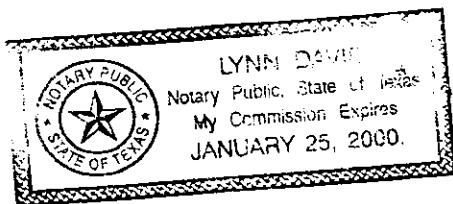
Nora Barnes

Nora Barnes

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 29th day of May, 1996, by Nora Barnes.



Lynn Davis
Notary Public, State of Texas

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Exhibit "A"

Legal description

Section 2 Block 1 Lot 11 of Pecan Park Subdivision; Rosenberg, Fort Bend County, Texas

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THIS DOCUMENT WAS
FILED BY & RETURNED
TO:

TEXAS AMERICAN TITLE CO.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

6-3-98 11:40 AM 9841150

CT \$31.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 28 day of JULY, 19 98, before the

Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of FORT BEND TELEPHONE CO.

Job Location MODENA SCHOOL RD.

Dated 7-16-98 Bond No. EX497462, Permit No. 81985

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, dated 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 Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried, it is ORDERED, ADJUDGED 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 jobsite 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 77471-1449
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced

By [Signature]
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81985

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 Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
 - ☒ b. Vicinity map showing course of direction.
 - ☒ c. Plans and specifications.
- ☒ (2) Bond: _____
- _____ District Attorney, approval when applicable.
- ☒ Perpetual bond currently posted.
- No. EX457462
- Amount 50,000.
- _____ Performance bond submitted.
- No. _____
- Amount _____
- _____ Cashier's Check.
- No. _____
- Amount _____
- _____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

_____ Precinct Engineer Acknowledgement

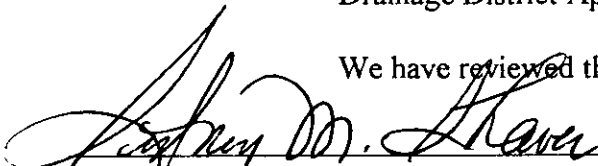
_____ Date

_____ Precinct Commissioner Acknowledgement

_____ Date

- _____ (4) _____
- _____ Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.


Sidney M. Shaver, Permit Administrator

7-16-98
Date

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. 81985 PCT. NO. 1

BOND NO. EX497462

Formal notice is hereby given that Fort Bend Telephone Co.
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
SECTION A-A MODENA SCHOOL	: MODENA SCHOOL @ HENSON	: 2,709' NE : 2,709'
:	:	:
:	:	:

General Description

FORT BEND TELEPHONE CO. PROPOSES TO PLACE A BURIED LINE ON MODENA
SCHOOL RD. PLEASE SEE ATTACHED SHEETS FOR DETAILS.

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, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone
AGENT and/or OWNER

Kenny Smerek
(Signature)

NAME & TITLE KENNY SMERER ENGINEER
(Please Print)

DATE: 7-13-98

ADDRESS: 24403 Roesner
(Street/P.O. Box)

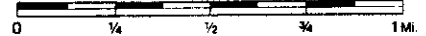
Katy, Texas 77494
City State Zip

TELEPHONE NO: 713- 396-5380
(accessible 24 hrs/day, 7 days/week)

SEE 642 MAP



SEE 712 MAP



SOUTHWEST
R.O.W.

HENSON RD.

NORTHEAST
R.O.W.

2709'

SEE
SECTION A-A

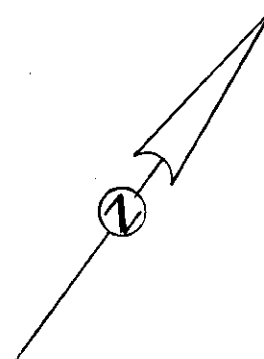
5

NORTHWEST
R.O.W.

MODENA SCHOOL RD.

PROPOSED CABLE

SOUTHEAST
R.O.W.



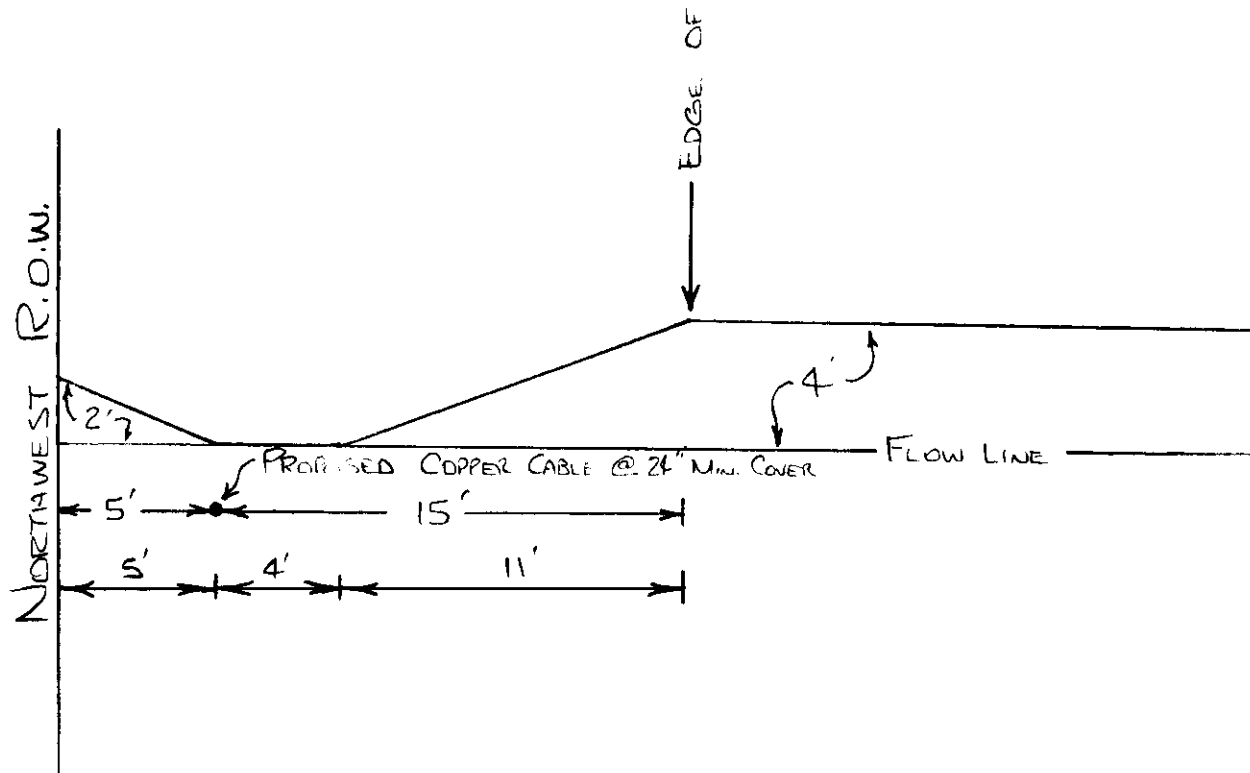
TITLE PROPOSED CABLE
ON MODENA SCHOOL RD.

SCALE N.T.S.
DRAWN BY K.S.
DATE 7-13-98

EXCHANGE BEASLEY
COUNTY FORT BEND

FORT BEND TELEPHONE CO.
24403 ROESNER RD.
KATY, TEXAS 77494
ENGINEERING DEPARTMENT

SECTION A-A MODENA SCHOOL RD. RD (LOOKING NORTHEAST)



TITLE PROFILE OF
MODENA SCHOOL RD.

SCALE 1" = 6'
DRAWN BY K.S.
DATE 7-13-98

EXCHANGE BEASLEY
COUNTY FORT BEND

FORT BEND TELEPHONE CO.
24403 ROESNER RD.
KATY, TEXAS 77494
ENGINEERING DEPARTMENT

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 28 day of JULY, 19 98, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of SOUTHWESTERN BELL TEL. CO.

Job Location HARTLEDGE

Dated 7-16-98 Bond No. 5893554, Permit No. 81984

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, dated 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 Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried, it is ORDERED, ADJUDGED 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 jobsite 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 77471-1449
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81984

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 Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
- ☒ b. Vicinity map showing course of direction.
- ☒ c. Plans and specifications.
- ☒ (2) Bond:
- ☒ District Attorney, approval when applicable.
- ☒ Perpetual bond currently posted.
- No. 5893554
- Amount 50,000
- ☐ Performance bond submitted.
- No. _____
- Amount _____
- ☐ Cashier's Check.
- No. _____
- Amount _____
- ☐ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgement

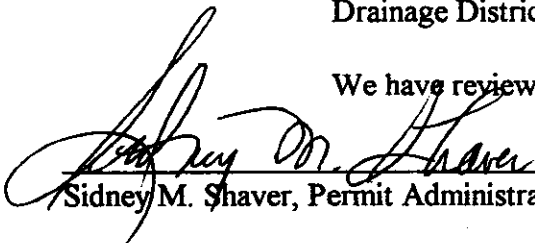
Date

Precinct Commissioner Acknowledgement

Date

- ☐ (4) _____
- Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.


Sidney M. Shaver, Permit Administrator

7-16-98
Date

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. 4572892
PERMIT NO. 81984 PCT. NO. 1
BOND NO. 5893554

Formal notice is hereby given that SOUTHWESTERN BELL TEL. CO.
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
<u>HARTLEDGE</u>	<u>FROM SW CORNER OF COTTONWOOD SCHOOL ROAD</u>	<u>SOUTH</u>	<u>1,644'</u>

General Description

PLACE CABLE 24" DEEP 2' WEST OF EAST RIGHT OF WAY OF
HARTLEDGE ROAD FROM COTTONWOOD SCHOOL RD. 1644' SOUTH

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, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: SOUTHWESTERN BELL
AGENT and/or OWNER

Louis P. Endlich
(Signature)

NAME & TITLE LOUIS P. ENDLICH-MGR-ENG.
(Please Print)

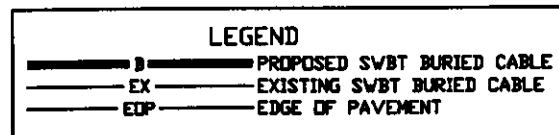
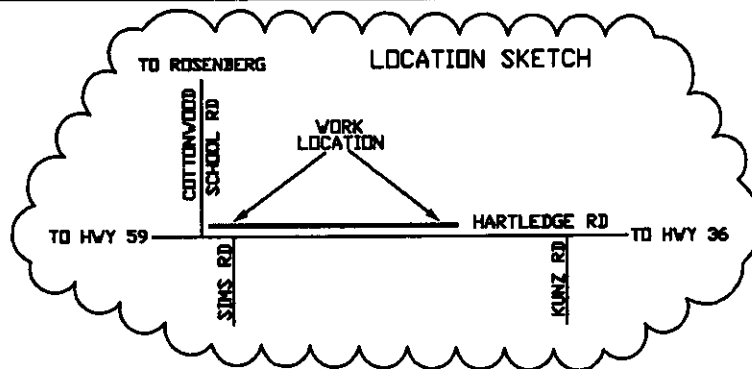
DATE: 7-9-98

ADDRESS: 1110 LOUISE, RM 200
(Street/P.O. Box)

ROSENBERG TX. 77471
City State Zip

TELEPHONE NO: 281-341-4311
(accessible 24 hrs/day, 7 days/week)

FT BEND COUNTY PERMIT



SPECIAL
CIRCUITS N
8203 N
FORWARDED N
PERMIT Y
REQUIRED



OPERATING RANGE OF JOB STEPS



MFRC

TRANSMISSION ZONE

RZ 15 CZ 9 TAPER CODE 251002

CAUTION HIGH VOLTAGE

KV 7.2 AERIAL Y BURIED N

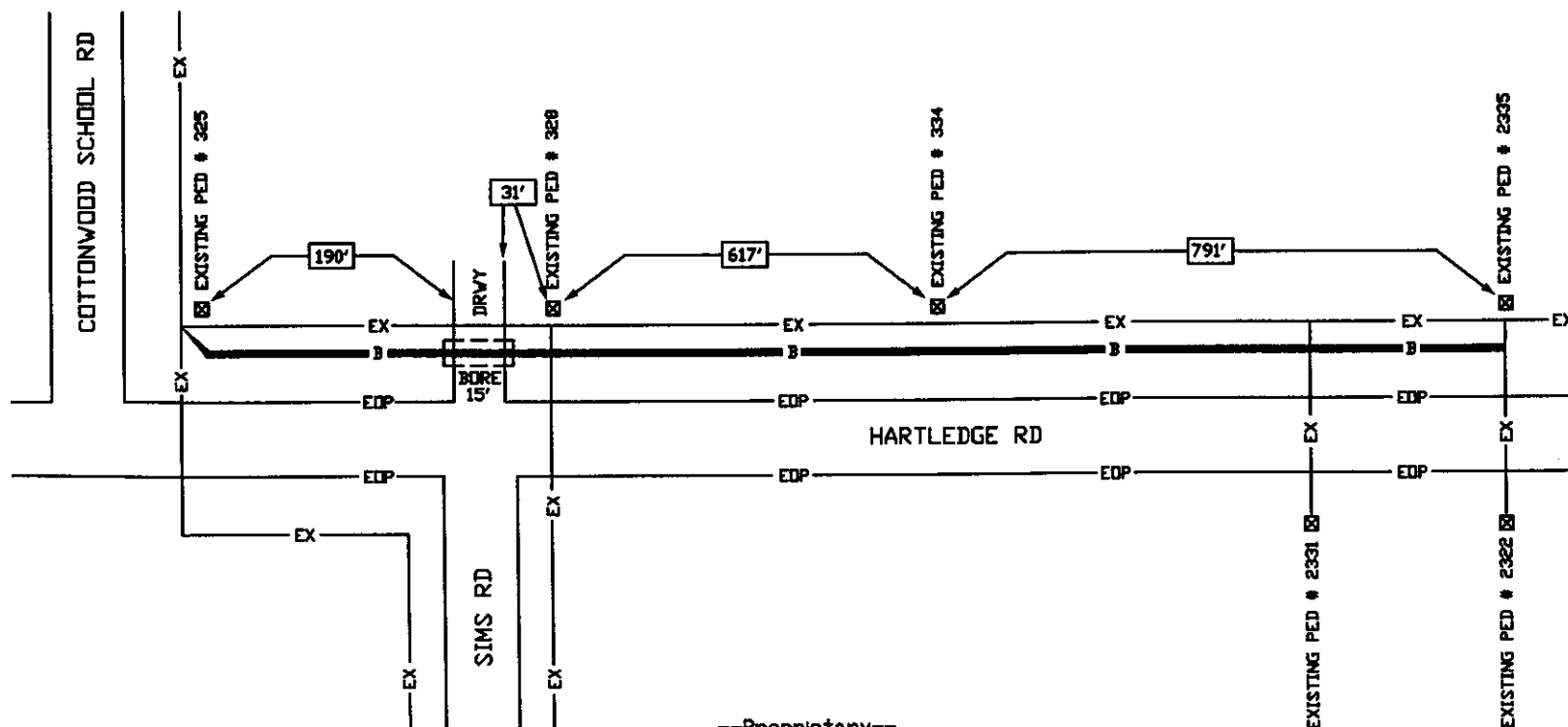
POLE CONTACTS (+) (-)
PWR CO H L & P

NOTES

ENGR : L. P. ENDLICH
TN : 281-341-4311

ORDER NO. 4572892

TOT. PRINTS PRINT NO. P
NPA/WORK: 281-232 PRT:
EXCH. RICH-ROSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. LPE DRAWN RAG
TELEPHONE NO. (281) 341-4311
REC. REF. 217-265-73
MAP REF. SEE SKETCH
SCALE 1" = 50'
ISSUE DATE
DATE REV.
JOB TITLE 2332 HARTLEDGE RD



--Proprietary--
Not for disclosure outside Southwestern Bell Telephone Company except under written agreement.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 28 day of JULY, 19 98, before the
Fort Bend County Commissioners Court came on to be heard and reviewed the
accompanying notice of GTE NETWORK SERVICES

Job Location BRAND LN

Dated 7-13-98 Bond No. 82781, Permit No. 81982

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, dated
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 Statutes. Upon Motion of
Commissioner Meyers, seconded by Commissioner Prestage,
duly put and carried, it is ORDERED, ADJUDGED 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 jobsite 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 77471-1449
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By Bob James Heggenier
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.
Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Marianne Webb
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81982

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 Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
 - ☒ b. Vicinity map showing course of direction.
 - ☒ c. Plans and specifications.
- ☒ (2) Bond:
- ☒ District Attorney, approval when applicable.
 - ☒ Perpetual bond currently posted.
No. 82781
Amount 150,000
 - ☐ Performance bond submitted.
No. _____
Amount _____
 - ☐ Cashier's Check.
No. _____
Amount _____
- ☐ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgement

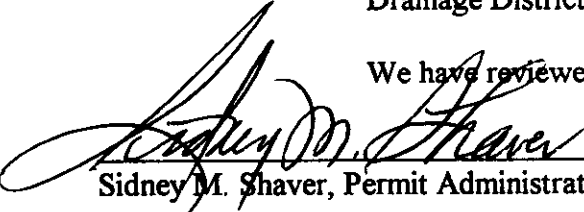
Date

Precinct Commissioner Acknowledgement

Date

- ☐ (4) _____
Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.


Sidney M. Shaver, Permit Administrator

7-13-98
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE CONDUIT
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
PERMIT NO. 81982 PCT. NO. 2
BOND NO. 82781

Formal notice is hereby given that GTE Network Services
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 :
Brand Ln.	: Intersection of Ludwig Ln	: 504' south	: 504'
:	:	:	:
:	:	:	:

General Description

GTE proposes to bury cable 4' off right-of-way for a distance of 504' at a depth
of 30-inches. All driveways to be bored.

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, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: GTE Network Services
AGENT and/or OWNER

Rodney King
(Signature)

NAME & TITLE Rodney King
(Please Print)

DATE: July 7, 1998

ADDRESS: 1010 Staffordshire
(Street/P.O. Box)

Stafford, TX 77477
City State Zip

TELEPHONE NO: 281-499-3211
(accessible 24 hrs/day, 7 days/week)

Stafford 3P001KE

LUDWIG AVE.

0+00

CITY LIMIT
SIGNPROPOSED
BURIED CABLE

4'

BRAND LN.

5+04

N

AREA **SOUTHEAST**

TAX DIST

ENGINEERED BY **RC**

DATE

DRAWN BY **RC**

DATE

APPROVED BY

DATE

REVISED BY

DATE

SCALE **N/A****GTE Telephone Operations**

LOCATION

STAFFORD, TX. 5483

DESCRIPTION

FT. BEND COUNTY PERMITSHEET **1** OF **1**W.O. NO. **3P001KE**

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 28 day of JULY, 19 98, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of DAMON HOMES, INC.
Job Location SUMMERLAND CT.
Dated 7-15-98 Bond No. TX092627800, Permit No. 81983
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, dated 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 Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried, it is ORDERED, ADJUDGED 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 jobsite 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 77471-1449
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court
and approved.

Recorded in Volume _____
Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]
Deputy

Revised 3/16/98

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Rd.
Phone: (281)342-3039

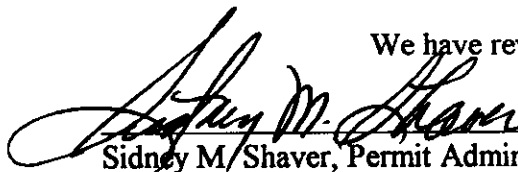
PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 81983

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 Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
- ☒ 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. TX092627800
- Amount 2000.
- Cashier's Check.
- No. _____
- Amount _____
- _____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.
- Precinct Engineer Acknowledgement _____ Date _____
- Precinct Commissioner Acknowledgement _____ Date _____
- _____ (4) _____
- Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.


Sidney M. Shaver, Permit Administrator

7-15-98
Date

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS

AUTHORIZED

BOND NO TX0926278 00

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

THAT WE, DAMON HOMES INC. whose address is PO BOX 573021
HOUSTON, Texas, hereinafter called the Principal, and UNIVERSAL SURETY OF, AMERICA
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 950 ECHO LN #250
HOUSTON TX 77024, whose officer residing in the State of Texas,
authorized to accept service in all suits and actions brought within said State is PETER LOZADA
and whose address is 950 ECHO LN #250
HOUSTON TX 77024, hereinafter called the Surety, and held and firmly bound
unto, Michael D. Rozell, County Judge of Fort Bend County, Texas, or his successors in office, in
the full sum of TWO THOUSAND Dollars (\$ 2,000) current, lawful money of the United States of
America, to be paid to said Michael D. Rozell, County Judge of Fort Bend County, Texas, or his
successors in office, to which payment well and truly to be made and done, we, the undersigned, bind
ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal
representatives, jointly and severally, by these presents.

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 10TH day of JULY, 19 98.

PRINCIPAL DAMON HOMES, INC.

BY

GREG DENAULT, VICE PRESIDENT

SURETY UNIVERSAL SURETY OF AMERICA

LAURA LIMA
ATTORNEY-IN-FACT
LAURA LIMA

UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 • Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Bond Number

TX 0926278 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Laura Lima

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bonds for:

Principal: Damon Homes, Inc.

Obligee: Michael D. Rozell, County Judge of Fort Bend County, Texas

Amount: \$2,000.00

and to bind the company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the company and duly attested by its secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"Be It Resolved, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, Jack McReynolds and its corporate seal to be hereto affixed this 2nd day of January, A.D., 1998.

UNIVERSAL SURETY OF AMERICA



Jack McReynolds
Jack McReynolds President

State of Texas

ss:

County of Harris

On this 2nd day of January, in the year of 1998, before me Estela Leija, a notary public, personally appeared Jack McReynolds, personally known to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Estela Leija
Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in affect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 10TH day of JULY, 19 98

[Signature]
Assistant Secretary

For verification of the authority of this power you may telephone (713) 722-4600.

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. 3
PERMIT NO. 81983 PCT. NO. 4
BOND NO. TX0926278 00

Formal notice is hereby given that Damon Homes Inc.
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 DRIVEWAYS

Road or Ditch Name	: Distance & Direction From	: Length of	: Type of Construction
<u>Summelland Ct.</u>	<u>50' from Colonel Ct.</u>	<u>:</u>	<u>: Bored: Jacked: Driven: Cased</u>
<u>:</u>	<u>:</u>	<u>:</u>	<u>:</u>
<u>:</u>	<u>:</u>	<u>:</u>	<u>:</u>

Along Roads and/or Drainage Ditches SIDEWALKS

Road or Ditch Name	: Distance & Direction From	: To	: Distance
<u>Summelland Ct</u>	<u>:</u>	<u>:</u>	<u>80'</u>
<u>Colonel Ct</u>	<u>:</u>	<u>:</u>	<u>100'</u>
<u>:</u>	<u>:</u>	<u>:</u>	<u>:</u>

General Description

DRIVEWAY & SIDEWALKS ALONG SUMMELLAND CT
AND COLONEL CT DR IN PEGAN GROVE

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, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Damon Homes Inc.
AGENT and/or OWNER

[Signature]
(Signature)

NAME & TITLE Kurt Roca President
(Please Print)

DATE: 7-13-98

ADDRESS: PO Box 573021
(Street/P.O. Box)

Houston Tx 77257-3021
City State Zip

TELEPHONE NO: 281-356-4662
(accessible 24 hrs/day, 7 days/week)

CONTINUED FROM OTHER SIDE

TEXAS DEPT OF
CRIMINAL JUSTICE
INSTITUTIONAL DIVISION
JESTER TENTS

77469

OLD ORCHARD
GC

RICHMOND

Mt Carmel
Cemetery

BLAIS DALE RD

GRAND PKWY
98

CLODINE RD
12400

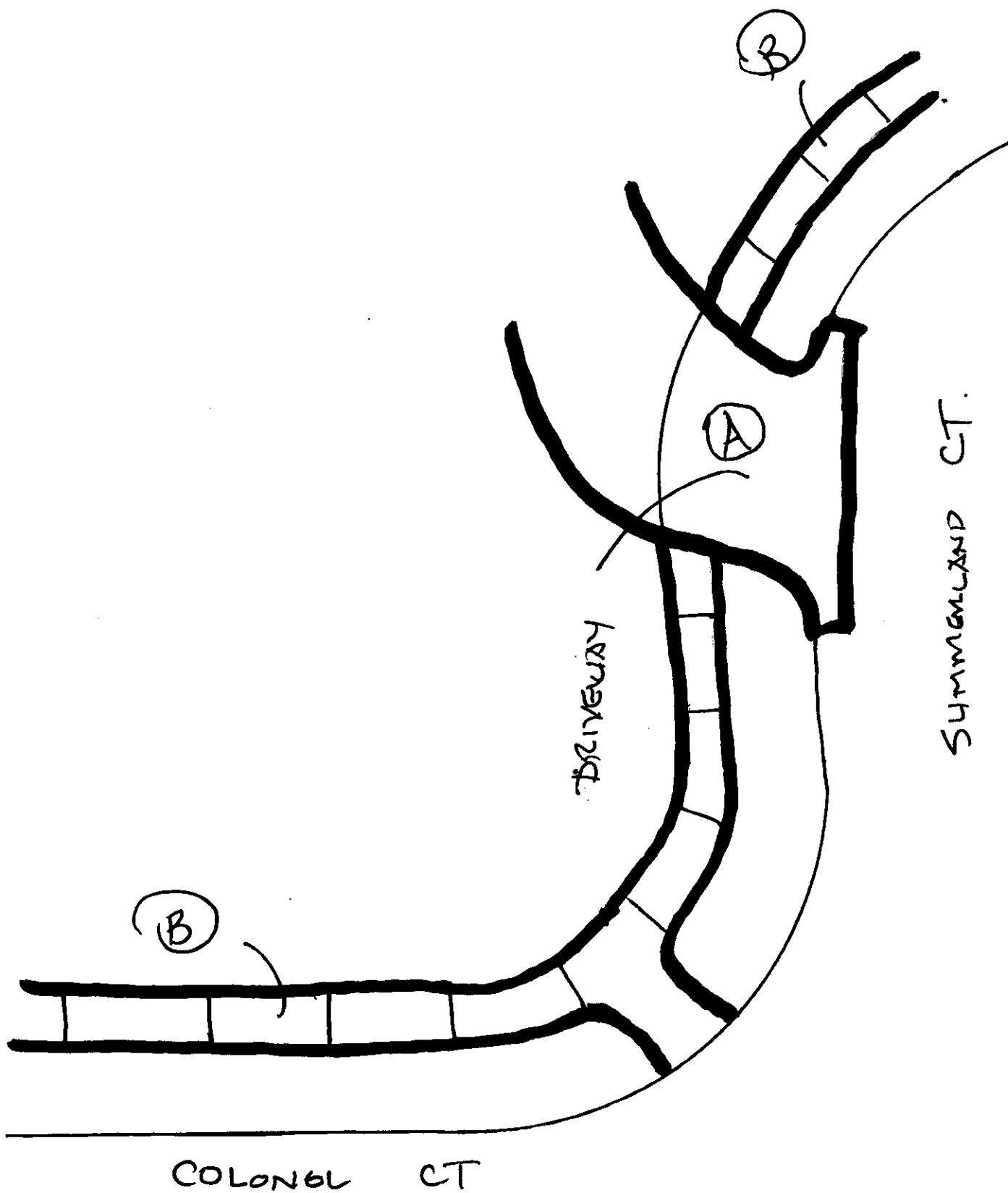
- 1 Greens Bl
- 2 Enchanted
- 3 Shady Trl
- 4 Leisure Ln
- 5 Briar Green Ct
- 6 Woodman Ln
- 7 Roundstone Dr
- 8 Richmond Ct
- 9 Manor Ct
- 10 Carriage Ct
- 11 Heathside Ct
- 12 Wyndale Ct
- 13 Miraglen Ct
- 14 Mianville Ct
- 15 Fawn Way Ct
- 16 Full Moon Ct
- 17 Copperwood Ct
- 18 Quaternpath Ct
- 19 Half Moon Ct
- 20 Rain Barrel Ct
- 21 Bittersweet Ct
- 22 Deerfield Ct
- 23 Surrey Ct
- 24 Bent Creek Ct
- 25 Colony Ct
- 26 Morton League Ct
- 27 Country Mile Ct
- 28 Spreading Oak Ln
- 29 Old Colony Ct
- 30 Willow Bend Ct

- 1 Deaf Smith Dr
- 2 Pilgrimage Ct
- 3 Audobon Dr
- 4 Legacy Ct
- 5 Runway Scrape Ct
- 6 Cotton Mill Ct
- 7 Winston Homestead
- 8 Settlers Ct
- 9 William Morton Dr

- 1 Country Place Dr
- 2 Fairdale Ct
- 3 Primrose Ct
- 4 Woven Wood Ln
- 5 Ferndale Ln
- 6 Woodwind Dr
- 7 Lodge Ln

FIRE
DEPT

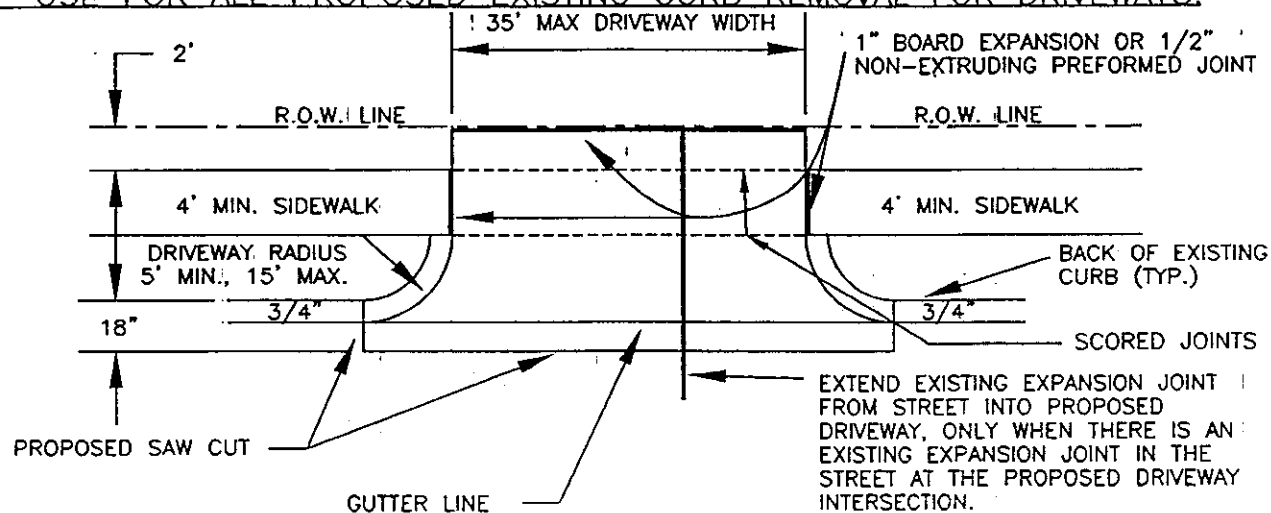




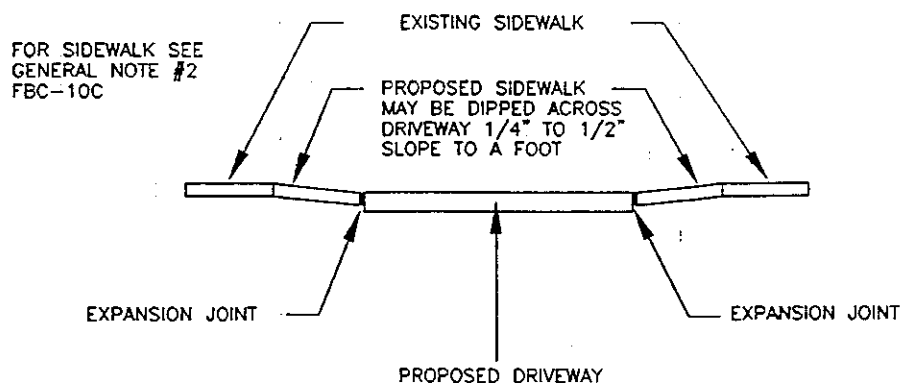
2006 SUMMERLAND CT.

WHEN A RESIDENTIAL SIDEWALK, DRIVEWAY OR CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGRADED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPHALT CURBED TYPE STREETS, USE SECTIONS APPLICABLE.

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS:



B. USE WHEN PROPOSED DRIVEWAY IS TO BE BUILT WITH EXISTING SIDEWALKS WITH EXCESSIVE GRADE:



SIDEWALKS & DRIVEWAYS
WITH
CURB TYPE STREETS
RESIDENTIAL AREA

APPROVED BY:

LOUIS E. HOOD, P.E.

DATE DRAWN: 2-1-94

REVISED: 4-10-97

DRAWN BY:

L. BRDECKA

DRAWING NO.:

FBC-010A

FORT BEND COUNTY ENGINEERING DEPARTMENT

GENERAL NOTES FOR SIDEWALKS AND DRIVEWAYS

1. PROPOSED DRIVEWAY, SIDEWALK, CURB, GUTTER LINE AND GRADE SHALL MATCH EXISTING STREET.
2. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT, CLASS A STRUCTURAL (REFER TO SPECIFICATION 03301), 4 1/2 INCHES THICK AND 4 FEET MINIMUM WIDTH.
3. PROPOSED DRIVEWAY AND CURB SHALL BE BUILT WITH PORTLAND CEMENT CONCRETE, CLASS A STRUCTURAL (REFER TO SPECIFICATION 03301), 6 INCHES THICK, FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE AND TO BE REINFORCED WITH #4 DEFORMED REINFORCING BARS (MINIMUM, ASTM A615 GRADE 60, UNLESS NOTED) SPACED AT 24 INCHES C.C., EACH WAY, WITH 10 INCHES MINIMUM LAP.
4. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE TIED TO EXISTING ROADWAY REINFORCING STEEL WITH A MINIMUM 12 INCHES LAP.
5. PROPOSED GUTTER LINE IS TO BE MAINTAINED AT FACE OF EXISTING CURB.
6. SAW CUT EXISTING CURB AT EACH END OF PROPOSED DRIVEWAY AND KNOCK OUT EXISTING CURB.
7. SAW CUT EXISTING PAVEMENT MINIMUM 2 INCHES AND BREAK OUT TO EXPOSE EXISTING REINFORCEMENT STEEL AT LEAST 12 INCHES AT PROPOSED DRIVEWAY INTERSECTION.
8. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE, COMPACT TO 95% OF STANDARD PROCTER DENSITY (+/- 2% OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS IF HE DEEMS THEM NECESSARY.
9. PLACE AND COMPACT 4 INCH CLEAN BANK SAND.
10. PROPOSED AREA FROM BACK OF CURB TO SIDEWALK AND FROM SIDEWALK TO RIGHT-OF-WAY LINE MAY BE CONCRETE OR DIRT (ROADWAYS WITH CURBS AND SIDEWALKS).
11. IF MORE THAN ONE PROPOSED DRIVEWAY IS BUILT ON THE SAME PROPERTY, SAID DRIVEWAYS SHALL SEPERATED BY A MINIMUM DISTANCE OF AT LEAST 20 FEET (ROADWAYS WITH CURBS AND SIDEWALKS).
12. SIDEWALKS SHALL HAVE 3/4 INCH REDWOOD BOARD EXPANSION JOINTS OR HALF INCH (1/2") NON-EXTRUDING PREFORMED JOINTS EVERY 20 FEET (MINIMUM) OR 36 FEET (MAXIMUM) THROUGHOUT ENTIRE LENGTH SCORE OR SAWCUT ON 6 FEET CENTERS.
13. PLACE ONE-INCH BOARD EXPANSION JOINT OR HALF-INCH (3/4") NON-EXTRUDING PREFORMED JOINT BETWEEN SIDEWALK AND CURB, AROUND FIRE HYDRANTS AND UTILITY POLES.

CONSTRUCTION NOTES FOR SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS RESIDENTIAL AREA

APPROVED BY:

LOUIS E. HOOD, P.E.

DATE DRAWN: 10-4-95

REVISED: 4-8-97

DRAWN BY:

L. BRDECKA

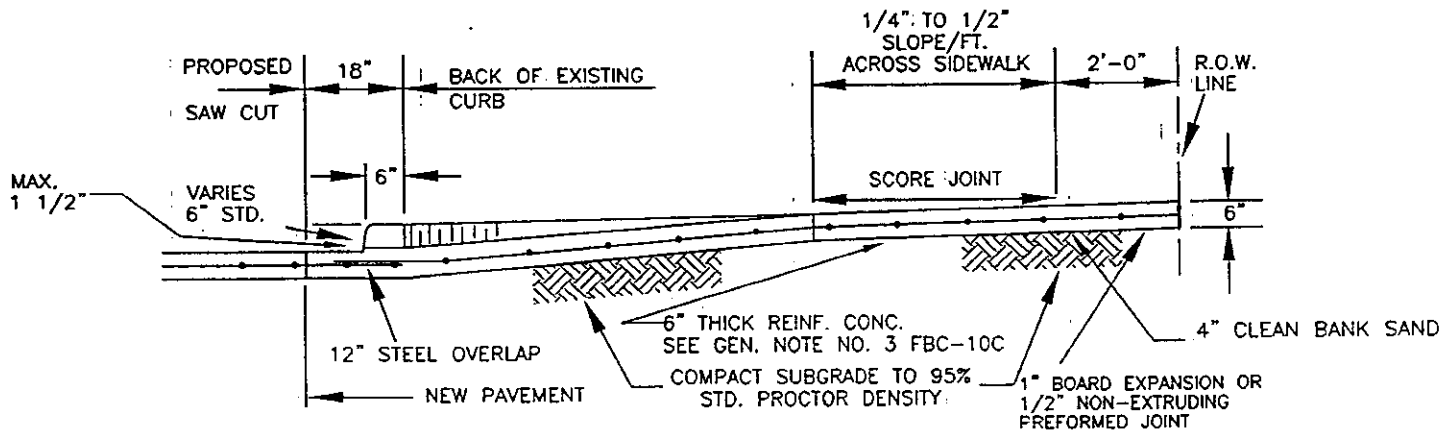
DRAWING NO.:

FBC-010C

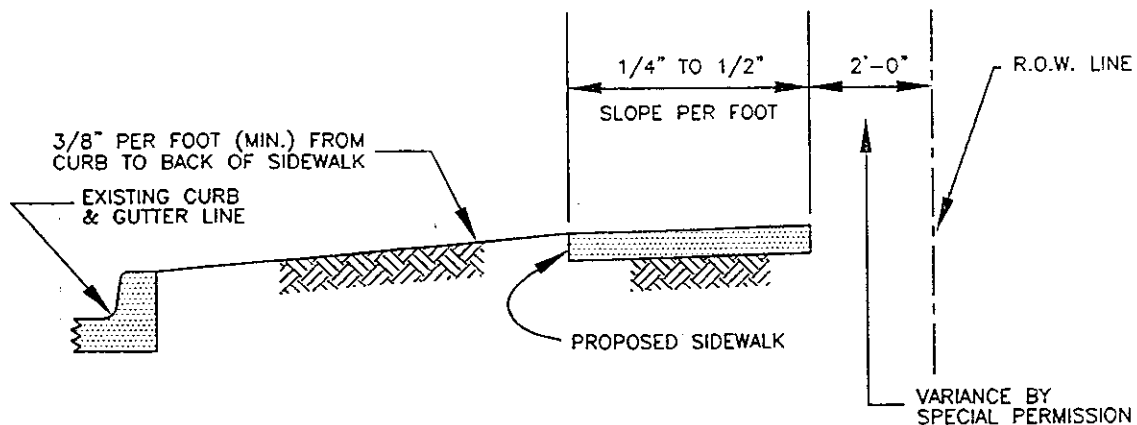
FORT BEND COUNTY ENGINEERING DEPARTMENT

WHEN A RESIDENTIAL SIDEWALK, DRIVEWAY OR CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGRADED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPHALT CURBED TYPE STREETS, USE SECTIONS APPLICABLE.

C. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS:



D. USE WHEN SIDEWALK TO BE BUILT OTHER THAN DRIVEWAY:



SIDEWALKS & DRIVEWAYS
WITH
CURB TYPE STREETS
RESIDENTIAL AREA

APPROVED BY:

LOUIS E. HOOD, P.E.

DATE DRAWN: 2-1-94

REVISED: 4-10-97

DRAWN BY:

L. BRDECKA

DRAWING NO.:

FBC-010B

FORT BEND COUNTY ENGINEERING DEPARTMENT

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permit Administrator

1124 Blume Road
Phone: (713) 342-3039

RELEASE AUTHORIZATION

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

check one or more documents per project

PERPETUAL BOND

_____ \$ _____

Name: _____

PERFORMANCE BOND

_____ \$ _____

Name: _____

CASHIER'S CHECK

4290027916 \$ 2,000.

Name: SOUTHEASTERN PIPELINE CO.

RIDER TO BOND

_____ \$ _____

Name: _____

PERMIT NUMBER (name or location):

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: SOUTHEASTERN PIPELINE CO.
Address: 911 WALKER, SUITE 407
City/State/Zip: HOUSTON, TX 77002
ATTN: STANLEY WOODS

AGREED:

Carol Jane Hegamin
FORT BEND COUNTY ENGINEER

O'Shield
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 7/28/98 # 16/5

DATE OF RETURN: 7-31-98

BY: Marissa Webb
Deputy County Clerk

COVER SHEET
CABLE, CONDUIT, AND POLE LINE
ACTIVITY IN FORT BEND COUNTY

Company Name: SOUTHEASTERN PIPE LINE Co

Permit No. 81974 Date: 6-17-98

General Description: CONSTRUCT DRIVEWAY TIE-IN ONTO
BILGIR RD, PCT 1

Contact: STANLEY Woods Phone No. 713-221-1661

Approved in Commissioners' Court. Date: _____

Remarks: _____

Construction start up as per written notice. Date: _____

Mailed permit. Date: _____

Construction completed and ready for final
inspection as per written notice. Date: _____

Final inspection confirming that the project is complete, and meets plans and specifications as
presented in the permit. This permit may be closed.

Remarks: _____

Gene Green
Engineering Department's Representative

7/16/98
Date

Commissioner Precinct's Representative

Date

Drainage District's Representative

Date

REV. 2/10/98

NationsBank
NationsBank of Texas, N.A.
Houston, TX

FORT BEND COUNTY CLERK

TRUST FUND
COUNTY COURTHOUSE
RICHMOND, TX 77469

1228

35-2/130

7/31 1998

PAY
TO THE
ORDER OF

SOUTHEASTERN PIPELINE COMPANY

\$ 2,000.00

FORT BEND COUNTY 2,000 and 00/100

DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN BELOW. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

Permit #81974

Cashier's Check #4290027916

TRUST FUND

OFFICER

COUNTY AUDITOR

001228 1130000 31 8029000 194



ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
July 13, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: Greatwood Arbor

Dear Commissioner:

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

Arbor View Drive	176.01 LF
Arbor View Court	114.00 LF
Verdant Valley	574.00 LF
Treeline Drive	1,055.00 LF
Park Hollow	197.00 LF
Rose Arbor	<u>189.00 LF</u>
TOTAL:	2,305.01 LF

The current bond is # 3SM 909 826 00 in the amount of \$ 129,750.00 . Release bond to:

Mr. Mark Hardy
Westbrook Greatwood, L.P.
4025 S. Mason Rd.
Katy, Texas 77450

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene Freund".

M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/mjs

cc: Mr. Mark Hardy, Westbrook Greatwood, L.P.
Mr. Louis Evans, Westbrook Greatwood, L.P.
Mr. David J. Niles, Carter & Burgess, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM 909 826 00 \$ 129,750.00

Name: P=Westbrook Greatwood, L.P. S=American Motorists Ins.Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

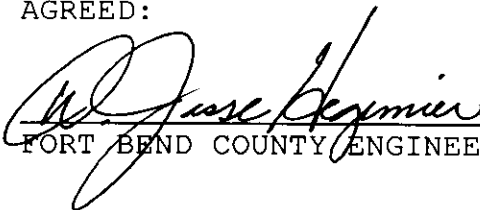
Name: _____

CONSTRUCTION PROJECT (Name or location):
Greatwood Arbor (T-160)

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Mark Hardy Westbrook Greatwood, L.P.
Address: 4025 S. Mason Rd.
City/State/Zip: Katy, Texas 77450

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 1

COURT APPROVED: 7/28/98 # 16/6
DATE OF RETURN: 7/31/98
BY: Marianna Webb
Deputy County Clerk



ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
July 13, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: Greatwood Arbor, Section 2

Dear Commissioner:

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

Wild Violet	250.94 LF
Arbor View Drive	327.21 LF
Stone Arbor Drive	<u>1,383.63 LF</u>
TOTAL:	1,961.78 LF

The current bond is # 3SM 909 823 00 in the amount of \$ 128,400.00 . Release bond to:

Mr. Mark Hardy
Westbrook Greatwood, L.P.
4025 S. Mason Rd.
Katy, Texas 77450

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Freund".

M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/mjs

cc: Mr. Mark Hardy, Westbrook Greatwood, L.P.
Mr. Louis Evans, Westbrook Greatwood, L.P.
Mr. David J. Niles, Carter & Burgess, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM 909 823 00 \$ 128,400.00

Name: P=Westbrook Greatwood, L.P. S=American Motorists Ins.Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):
Greatwood Arbor, Section 2

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Mark Hardy Westbrook Greatwood, L.P.
Address: 4025 S. Mason Rd.
City/State/Zip: Katy, Texas 77450

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 1

COURT APPROVED: 7/28/98 # 16/7
DATE OF RETURN: 7/31/98
BY: Marianne Webb
Deputy County Clerk



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
July 13, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: Greatwood Shores, Section 3

Dear Commissioner:

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

Old English Court	230.19 LF
Peppervine Way	529.22 LF
Hatteras Court	222.32 LF
Tiburon Trail	<u>1,292.46 LF</u>
TOTAL:	2,274.19 LF

The current bond is # 3SM 909 829 00 in the amount of \$ 114,600.00. Release bond to:

Mr. Mark Hardy
Westbrook Greatwood, L.P.
4025 S. Mason Rd.
Katy, Texas 77450

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Freund".

M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/mjs

cc: Mr. Mark Hardy, Westbrook Greatwood, L.P.
Mr. Louis Evans, Westbrook Greatwood, L.P.
Mr. David J. Niles, Carter & Burgess, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM 909 829 00 \$ 114,600.00

Name: P=Westbrook Greatwood, L.P. S=American Motorists Ins.Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (Name or location):
Greatwood Shores, Section 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Mark Hardy Westbrook Greatwood, L.P.
Address: 4025 S. Mason Rd.
City/State/Zip: Katy, Texas 77450

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 1

COURT APPROVED: 7/28/98 # 16/8
DATE OF RETURN: 8/31/98
BY: Marianne Webb
Deputy County Clerk



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer
July 13, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: The Landing at Greatwood, Section 2

Dear Commissioner:

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

Cascade Court	512.85 LF
Supplejack Court	644.15 LF
Fielding Drive	<u>167.87 LF</u>
TOTAL:	1,324.87 LF

The current bond is # 3SM 909 825 00 in the amount of \$ 74,686.50 . Release bond to:

Mr. Mark Hardy
Westbrook Greatwood, L.P.
4025 S. Mason Rd.
Katy, Texas 77450

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Gene Freund", is written over a horizontal line.

M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/mjs

cc: Mr. Mark Hardy, Westbrook Greatwood, L.P.
Mr. Louis Evans, Westbrook Greatwood, L.P.
Mr. David J. Niles, Carter & Burgess, Inc.
File

RELEASE AUTHORIZATION

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

check one or more documents per project

BOND

3SM 909 825 00 \$ 74,686.50

Name: P=Westbrook Greatwood, L.P. S=American Motorists Inc. Co.

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

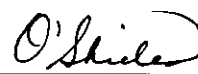
CONSTRUCTION PROJECT (Name or location):
The Landing at Greatwood, Section 2

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Name: Mr. Mark Hardy Westbrook Greatwood, L.P.
Address: 4025 S. Mason Rd.
City/State/Zip: Katy, Texas 77450

AGREED:


FORT BEND COUNTY ENGINEER


COMMISSIONER, PRECINCT # 1

COURT APPROVED: 7/28/98 # 16/9
DATE OF RETURN: 7/31/98
BY: Marianna Webb
Deputy County Clerk

PUBLIC HEARING NOTICE

FOR: traffic control devices for Greatwood Arbor,
Greatwood Arbor Section 2, Greatwood Shores
Section 3, and the Landing at Greatwood, Section 2,
Pct. 1

DATE: August 25, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Herald Coaster

INVOICE: Fort Bend County

#16/11



D. Jesse Hegemier
County Engineer

ENGINEERING
Fort Bend County, Texas

July 14, 1998

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P.O. Box 762
Richmond, Texas 77406-0762

RE: Mehrens Estates Subdivision - Baker Road

Dear Commissioner:

The road Right-of-way Easements for Michael & Janet F. Tillman, Bobby & Sherri L. Barton, and Chad & Ann Dubay have been completed and signed. They can be placed on the Commissioners' Court agenda for acceptance. Also, consider accepting part of Baker Road, as noted on the attached map, in the Mehrens Estates Subdivision in to the County Maintenance System. The footage length is as follows:

Baker Road	1,974.73 LF

There is no bond or letter of credit to be released.

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

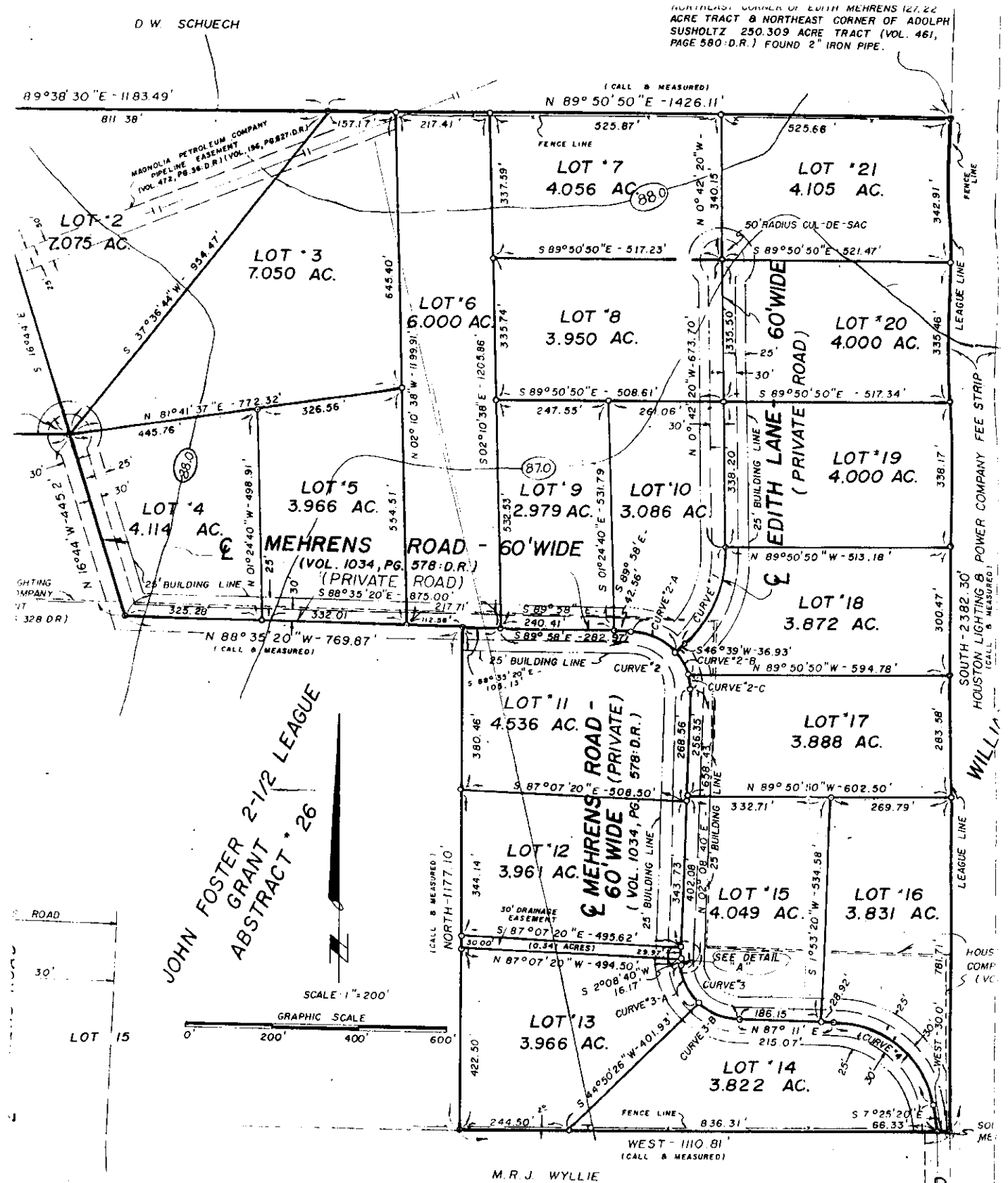
Sincerely,

A handwritten signature in cursive script, appearing to read "Gene Freund".

M. Gene Freund, P.E., R.P.L.S.
Assistant to County Engineer

MGF/mjs

cc: File



NAME OF SUBDIVISION: MEHRENS ESTATES SUBDIVISION					DATE APPROVED: 7/28/98				
NO	V/B	RS	STREET NAME	FROM	TO	FEET	MILES	K/M	PNL
1	1054	G	BAKER ROAD	SE CORNER LOT 14	SW CORNER LOT 9	1974.73	0.3740	604,B	7
2									
3									
4									
5									
6									
7									
8									
9									
10									
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12									
13									
14									
15									
16									
17									
18									
19									
20						1974.73	0.3740		

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: That Bobby Barton & Sherri L. Barton, 1021 Baker Road, Rosenberg, Texas 77471 of the STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or Road Ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to wit:

Being a 30 foot wide Road Easement, across the East boundary of Lot 12 and across the East, North & Northeast boundary of lot 11, Mehrens Estate unplatted Subdivision, Fort Bend County, Texas. The East, North and Northeast boundary of lots 11 & 12 being described as follows;

For connection begin at the centerline of Baker Road and the Southeast corner of said Lot 12;

THENCE, North 02° 08' 40" East along the centerline of the said Baker Road at 343.73 the Northeast corner of Lot 12 a total distance of 611.29 feet;

THENCE, along a curve to the left with a delta angle of 92° 06' 40", radius of 130.00 feet, curve length of 208.99 feet cord of North 43° 54' 40" West 187.20 feet;

THENCE, North 89° 58' West a distance of 282.77feet to the Southwest corner of Lot 9;

THENCE, North 88° 35' 20" West a distance of 105.13 feet to the Northeast corner of said Lot 11. Area of right-of-way being 0.82 acres.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or Road Ditch, and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, Its successors or assigns.

Executed this 2 day of July 19 98.

Bobby Barton
Bobby Barton

SEE ATTACHMENT
Sheri L. Barton

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Bobby & Sheri L. Barton, known to me (or proved to me on the oath of Bobby Barton, a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of July, 19 98.



Kerry Miller
Notary Public, State of Texas

My commission expires on the 19 day of July, 2001.

SPECIAL WARRANTY DEED

Date: May 8, 1998

Grantor: Sheri Lynn Barton

Grantor's Mailing Address:

8650 Malaga Dr. #1-B
Indianapolis, IN 46250

Grantee: Bobby Wayne Barton

Grantee's Mailing Address (including county):

1021 Baker Road
Rosenberg, Fort Bend County, Texas 77471

Consideration:

TEN DOLLARS in cash paid by Grantee to Grantor, the receipt of sufficiency of which Grantor hereby acknowledges, and in furtherance of the requirements contained in the Divorce Decree between Grantor and Grantee in cause number 102,446, in the 328th Judicial District Court, Fort Bend County, Texas.

Property (including any improvements): See Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

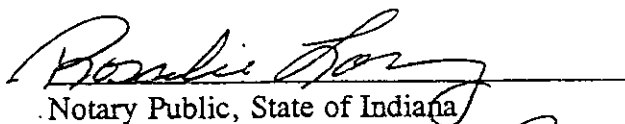
This conveyance is made and accepted subject to any and all exceptions, conditions, restrictions, mineral reservations, easements, and all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, relating to the property, to the extent they may still be in effect and shown of record with the County Clerk of Fort Bend County, Texas.


Sheri Lynn Barton



STATE OF INDIANA §
COUNTY OF Marion §

This instrument was acknowledged before me on 5 day of May, 1998,
by Sheri Lynn Barton.


Notary Public, State of Indiana

Notary Public's Name Printed Rosalie Long

My commission expires: Oct 4, 2000

AFTER RECORDING, PLEASE RETURN TO:

Bobby Wayne Barton
Baker Road
Rosenberg, Texas 77471

EXHIBIT "A"

A FIELD NOTE DESCRIPTION of a 8.497 Acre tract of land being out of the Southeast one-quarter (1/4) of the Edith Mehrens call 127.22 Acre tract of land (Vol. 511, Page 211, D.R.) situated in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas. Said 8.497 Acre tract of land being more particularly described as follows:

For a point of connection, begin at a post found set for the Northeast corner of the Edith Mehrens call 127.22 Acre tract of land, same point being on the common line between the John Foster 2 1/2 League Grant, Abstract 26, and the William Andrews League, Abstract 3, and along the West line of the Houston Light and Power Company Fee Strip; THENCE South, along the common line between the John Foster 2 1/2 League Grant and the William Andrews League, and along the West line of the Houston Light and Power Company Fee Strip, a distance of 2382.30 feet to a point for the Southeast corner of the Edith Mehrens call 127.22 Acre tract; THENCE West, along the South line of the Edith Mehrens call 127.22 Acre tract, at 60 feet pass an iron pipe set on the West line of Baker Road, a 60 foot wide thoroughfare and continue along the South line of said Edith Mehrens call 127.22 Acre tract and along a fence line, a distance of 1110.81 feet to an iron pipe found set for the Southwest corner of a 8.129 Acre tract; THENCE North, along the West line of said 8.129 Acre tract, a distance of 452.54 feet to an iron pipe set for the Southwest corner and place of beginning of this survey of a 8.497 Acre tract of land;

THENCE North, at 694.59 feet pass an iron rod found set on the South line of a 60 foot wide road easement, and for a total distance of 724.6 feet to a point in the centerline of said 60 foot wide road easement for the Northwest corner of this 8.497 Acre tract;

THENCE South 88° 35' 20" East, along the centerline of a 60 foot wide road easement, a distance of 105.13 feet to an angle point;

THENCE 89° 58' East, along the centerline of a 60 foot wide road easement, a distance of 282.97 feet to a point at the beginning of a curve to the right;

THENCE along the centerline of a 60 foot wide road easement and along a curve to the right with the following curve data:

Radius	-	130.0 feet	
Delta	-	92° 06' 40"	
Tangent	-	134.88 feet	
Chord	-	South 43° 54' 40" East	- 187.20 feet
Arc length of 208.99 feet to a point of tangency;			

THENCE South 02° 08' 40" West, along the centerline of a 60 foot wide road easement, a distance of 612.29 feet to a point for the Southeast corner of this 8.497 Acre tract;

THENCE North 87° 07' 20" West, at 30.03 feet pass an iron rod found set on the West line of a 60 foot wide road easement, and for a total distance of 495.62 feet to the Southwest corner and place of beginning of this survey of a 8.497 Acre tract of land, containing 0.833 Acres of land in a road easement. Said 60 foot wide road easement being called Mehrens Road and shown of record in Volume 1374, Page 396, D.R., Fort Bend County, Texas.

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: That Chad Dubay and Ann Dubay, 1205 Millie Street, Rosenberg, Texas 77471 of the STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or Road Ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to wit:

Being a 30 foot wide Road Easement, across the North & Northeast boundary of lots 13 & 14, Mehrens Estate unplatted Subdivision, Fort Bend County, Texas. The North and Northeast boundary of lots 13 & 14 being described as follows;

For connection begin at the centerline of Baker Road being 30 feet West of the Southeast corner of Edith Mehrens 127.22 acre tract;

THENCE, Northwesterly along the centerline of the said Baker Road the following courses and distance;

THENCE, North 07° 25' 20" West a distance of 66.33 feet;

THENCE, Northwesterly along a curve to the left with a delta angle of 85° 23' 40", radius of 211.34 feet, curve length of 314.98 feet, cord of North 50° 07' 10" West 286.63 feet;

THENCE, South 87° 11' 00" West a distance of 215.07 feet;

THENCE, Northwesterly along a curve to the right with a delta angle of 94° 57' 40", radius of 137.54 feet, curve length of 227.96 feet, cord of North 45° 20' 10" West 202.75 feet;

THENCE, North 02° 08' 40" East a distance of 16.17 feet to the Northeast corner of Lot 13. Area of right-way being 0.58 acres.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or Road Ditch, and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, Its successors or assigns.

Executed this 10th day of July 1998.

Chad Dubay
Chad Dubay

Ann Dubay
Ann Dubay

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Chad & Ann Dubay, known to me (or proved to me on the oath of Gene Freund, a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of July, 1998.

Doulette Batts
Notary Public, State of Texas

My commission expires on the 4th day of April, 2000.

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: That Michael Tillman & Janet F. Tillman, 15211 Camino Del Sol Drive, Houston, Texas 77082 of the STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or Road Ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to wit:

Being a 30 foot wide Road Easement, across the South, West, & Southwest boundary of lots 9, 10, 15, 16, 17 & 18, Mehrens Estate unplatted Subdivision, Fort Bend County, Texas. The South, West and Southwest boundary of lots 9, 10, 15, 16, 17 & 18 being described as follows;

For connection begin at the centerline of Baker Road being 30 feet West of the Southeast corner of Edith Mehrens 127.22 acre tract;

THENCE, Northwesterly along the centerline of the said Baker Road the following courses and distance;

THENCE, North 07° 25' 20" West a distance of 66.33 feet;

THENCE, Northwesterly along a curve to the left with a delta angle of 85° 23' 40", radius of 211.34 feet, curve length of 314.98 feet, cord of North 50° 07' 10" West 286.63 feet;

THENCE, South 87° 11' 00" West a distance of 215.07 feet;

THENCE, Northwesterly along a curve to the right with a delta angle of 94° 57' 40", radius of 137.54 feet, curve length of 227.96 feet, cord of North 45° 20' 10" West 202.75 feet;

THENCE, North 02° 08' 40" East along the centerline of the said Baker Road at 16.17 feet to the Northeast corner of Lot 13, at 402.08 the Northwest corner of Lot 15 a total distance of 658.43 feet;

THENCE, along a curve to the left with a delta angle of 92° 06' 40", radius of 130.00 feet, curve length of 208.99 feet cord of North 43° 54' 40" West 187.20 feet;

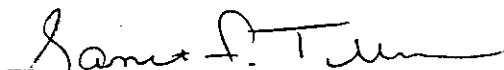
THENCE, North 89° 58' West a distance of 282.97 feet to the Southwest corner of Lot 9. Area of right-of-way being 1.39 acres.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or Road Ditch, and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, Its successors or assigns.

Executed this 24th day of June 19 98.


Michael Tillman


Janet F. Tillman

Return to Gene Freund, FBC Engineering, after recording

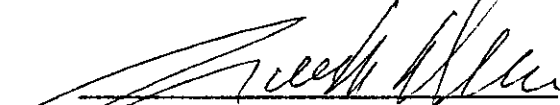
ACKNOWLEDGMENT

THE STATE OF TEXAS §

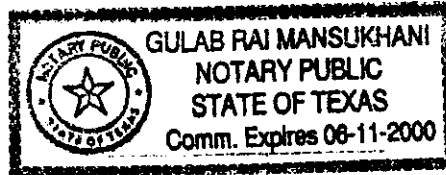
COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael & Janet F. Tillman, known to me (or proved to me on the oath of _____, a credible witness,) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of June, 1998,


Notary Public, State of Texas

My commission expires on the 16 day of June 1998.



PUBLIC HEARING NOTICE

FOR: traffic control devices for

(a) Greatwood Parkway East Phase I street dedication and
golf course reserves;

(b) Greatwood Parkway East Phase Two street dedication;

(c) Greatwood Parkway East Phase Three street dedication;

(d) Greatwood Riverbrook Drive Phase Two street
dedication;

(e) Greatwood Riverbrook Drive Phase Three street
dedication;

(f) Greatwood Estates, Pct. 1.

DATE: August 25, 1998

TIME: 1:30 p.m.

NEWSPAPER(S): Herald Coaster

INVOICE: Fort Bend County

COUNTY OF FORT BEND

Engineering Department

#16/14

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

D. Jesse Hegemier
County Engineer

1124 Blume Road
Phone: (713) 342-3039

JUL 21

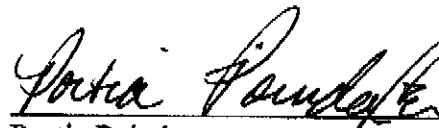
REVIEW FORM

On July 21, 1998, the County Attorney's office reviewed the following:

Reduction Bond No. 11127341722 for Stratford Park Village Three
Subdivision in the amount of \$30,105.00

Comments: Approved as to legal form

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



Portia Poindexter
First Assistant County Attorney

National Surety Corporation
11320 Random Hills Road, Suite 500, Fairfax, VA 22030
(703) 385-2400 Fax (703) 385-2413

Verification Certificate

This is an integral part of bond number 111 2734 1722 dated June 13, 1997.

To be attached to the bond described below:

SURETY: National Surety Corporation

PRINCIPAL: U.S. Home Corporation

OBLIGEE: Michael D. Rozell, County Judge of Fort Bend County, Texas

DESCRIPTION: From The Greens at Summerfield, Section One To Stratford Park Village Three

BOND NUMBER: 111 2734 1722

BOND AMOUNT: From One hundred twenty four thousand four hundred and 00/100 Dollars (\$124,400.00) To Thirty thousand one hundred five and 00/100 Dollars (\$30,105.00)

EFFECTIVE DATE: June 2, 1998

This is to certify that this company has not terminated its suretyship under the above described bond and that such bond, according to its records, is still in full force and effect.

Signed and Sealed this 9th day of June, 1998.

National Surety Corporation

By John C. Plate
John C. Plate, Attorney In Fact

STATE OF Virginia
COUNTY OF Prince William

The foregoing instrument was acknowledged before me this 9th day of June, 1998 by John C. Plate, Attorney-in-Fact for National Surety Corporation.

My commission expires: May 31, 2000

Vonna R. Ehredt
Vonna R. Ehredt, Notary Public

GENERAL
POWER OF
ATTORNEY

NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of Illinois, and having its Home Office in the City of Chicago, County of Cook, State of Illinois, has made, constituted and appointed, and does by these presents make, constitute and appoint JESSICA J. WHITNEY, YVONNA R. EHREDT, JOHN C. PLATE,

FRANK J. PATTERSON, jointly or severally

FALLS CHURCH VA

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 44 and 45 of By-laws of NATIONAL SURETY CORPORATION now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 44. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 45. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 29th day of June, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be

hereunto affixed this 9th day of June 19 98



NATIONAL SURETY CORPORATION

By

[Signature]
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

se.

On this 9th day of June 19 98, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

se.

I, the undersigned, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, an ILLINOIS Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 44 and 45 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin, Dated the 9th day of June 19 98

[Signature]
Resident Assistant Secretary





J. Jesse Hegemier
County Engineer

ENGINEERING
Fort Bend County, Texas

FAX # (713) 342-7366

FAX TRANSMITTAL SHEET

Daniel Kosler, George Johnson,
Billy Morrison, Vander Phelps,
Robert Rutledge, Corbin Strong, Cory Smajdalka,
Margaret Spalding, Steven Tennis, Lawrence Vaccaro,
James Wenzel, Robert Williams, Dianne Wilson,

DATE: 7/21/98

TO: _____

FROM: Ron Drachenberg

Fort Bend County Engineering

NUMBER OF PAGES, INCLUDING THIS TRANSMITTAL SHEET: 2

TIME SENT: _____

NUMBER CALLED: _____

OPERATOR: _____

Please check transmission after last page. If you are not receiving clearly, or if you have any problems with the transmission, please call us immediately at (713) 342-3039, Ext. _____.

Please call if you have any questions or comments.

FORT BEND COUNTY: 911 ADDRESSING COMMITTEE
AGENDA FOR THURSDAY: JULY 23, 1998 (10 A.M.) MEETING

LOCATION: FORT BEND COUNTY: COUNTY ATTORNEY'S OFFICE (6TH FLOOR)

**Williams B. Travis Building
309 S. 4th St. Suite 621
Richmond, Texas 77469**

**Questions: please call Paulette Batts or
Carmen Lopez
(281) 342-3039**

- I. Street Name Clarifications: (Handouts at meeting)**
- II. Street Name Correction Notification: (Handouts at meeting)**
 - A. Review and Finalize Master List of Street Name Corrections for Commissioner's Court**
 - 1. Make sure the list is complete
 - 2. Make sure list is presented in clear and precise manner
 - 3. Determine which changes need to go before public hearing and which ones are agenda items
 - 4. Vote to send list to Commissioner's Court with some changes needing public hearing while others just need to be agenda items
 - B. Review and Finalize Notification List**
 - 1. Add any contacts that may be missing from last list
 - 2. Edit/Change any existing contact persons on the list

16/15

Spelling corrections or clarification changes of road names in Fort Bend County to correct county road log.

To	From	Precinct	Zip	Comm. Cr. Date
Cummings	Cummings, E.W.	4		
Engel	Engle	1		
Grunwald	Grunewald	1	77417	
Hunt Lane	Cummings, N.E.	4	77423	
John Albert Drive	Albert Drive	1		
Kacal	Kacel	1	77417	
Oak Lake Village	Oak Lane	1	77461	
Reinecker	Reinecke	1	77485	
Swanson Drive	Swanson Lake	4		

Verifying the spelling of road names already correct in county road log.

To	From	Precinct	Zip	Comm. Cr. Date
Bar*	Stratman-Bar (E - W Portion)	4	77471	
Boothline	Gless-Big Creek	1	77469	4/22/97
Boothline	Stavinoha-Vacek	1	77469	4/22/97
Childers*	Pecan Grove Rd.			
Cypress Village Dr.	Hawthorne			
Dale Dodge Ln. (Addresses)	Muech (Portion)	1	77461	
East Barek	Barek	1	77444	
Fall Ridge Circle	Fallmist Circle	3	77494	11/1/94
Greenway Park Circle*	Greenway Village Circle	3	77494	
Hablo Dr.	Soneto Dr. (Portion)	3	77083	7/23/96
Herron Dr.	Pine Hill Dr.			
Jo Ann St.	Joann St.	2	77477	
Joerger	Joerger Cumings	4	77471	
L.W. Cumings	C.W. Cumings			
La Terra Dr.	Val Vista Dr.	3	77083	7/23/98
Lane Rd.*	Perry	4	77441	
Marek Lane	Marek	1	77444	5/4/98
Mc Farlane	Mc Farland			
McCrary*	Willie Jones	3,4	77469	
Mission Greens Dr.	Mission Green	3	77083	
Moore Bar	Moore	1	77471	1/8/98
Needville Four Corners	Needville	1	77461	
Pedra Canyon Ct.	Pedra Negras Ct			
Pink Taylor Run	Taylor Run	1	77417	6/2/98
Reynolds	Rhemann	1		2/6/98
Rustic Ln.	Rustic (Portion)	4	77471	
Selig Lane	Selig	1	77444	5/4/98
Shadow Lane	Pecan Shadows	4	77469	3/9/98
Stansberry	Stanberry	1	77476	
Summer Field Ridge Dr.	Summer Field Ridge Ct.			
Ustinik	Ustinek	1	77471	
Vernon Frost	Hannibal-Rogers (Portion)	4	77476	12/23/97
W. Fairgrounds	Fairgrounds	1	77471	
West Barek	Barek	1	77444	
	Boothill			

FORT BEND COUNTY 911/ADDRESSING COMMITTEE

16/15
7-28-98cc

MASTER LIST FOR STREET NAME CHANGES/CORRECTIONS:

- ❖ SPELLING CORRECTIONS OR CLARIFICATION CHANGES OF ROAD NAMES IN FORT BEND COUNTY TO CORRECT COUNTY ROAD LOG.
 - ◆ ENGEL
 - ⇒ FORMERLY: ENGLE
 - ⇒ FROM: S ROW OF HWY 90
 - ⇒ TO: N ROW OF KOYM ROAD
 - ⇒ LOCATION: BEASLEY AREA
 - ⇒ KEY MAP PAGE: 601 S
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
 - ◆ GRUNWALD
 - ⇒ FORMERLY: GRUNEWALD
 - ⇒ FROM: SW ROW LINE OF FM 1875
 - ⇒ TO: N ROW OF HWY 59
 - ⇒ LOCATION: NW BEASLEY AREA
 - ⇒ KEY MAP PAGE: 641 M
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
 - ◆ KACAL
 - ⇒ FORMERLY: KACEL
 - ⇒ FROM: NE ROW OF BEASLEY-TAVENER ROAD
 - ⇒ TO: SW ROW OF HAMLINK ROAD
 - ⇒ LOCATION: N OF BEASLEY
 - ⇒ KEY MAP PAGE: 642 B
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
 - ◆ MC FARLANE
 - ⇒ FORMERLY CALLED: McFARLANE (CLARIFICATION DUE TO SOME SPELLINGS OF McFARLAND RD)
 - ⇒ FROM: E EDGE OF LUM PAVEMENT
 - ⇒ TO: W EDGE OF DARST PAVEMENT
 - ⇒ LOCATION: SE OF KENDLETON
 - ⇒ KEY MAP PAGE: 681F
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 8/1996
 - ◆ REINECKER
 - ⇒ FORMERLY: REINECKE RD
 - ⇒ FROM: N ROW OF HWY 36
 - ⇒ TO: W ROW OF FM 1489
 - ⇒ LOCATION: NW OF ORCHARD
 - ⇒ KEY MAP PAGE: 561 J
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 11/1996

♦ STANSBERRY

- ⇒ FORMERLY: STANSBERRY (CLARIFICATION DUE TO USE OF STANBERRY)
- ⇒ FROM: W ROW OF FM 1489
- ⇒ TO: SIMONTON CITY LIMITS
- ⇒ LOCATION: N OF SIMONTON
- ⇒ KEY MAP PAGE: 521 J
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 1
- ⇒ 911 COMMITTEE MEETING OF 2/1997

♦ USTINIK

- ⇒ FORMERLY: USTINIK RD (SOME MAPS HAVE USTINEK)
- ⇒ FROM: HWY 36
- ⇒ TO: BAND RD
- ⇒ LOCATION: CITY OF PLEAK
- ⇒ KEY MAP PAGE: 644 L
- ⇒ COUNTY MAINTENANCE DATE: 4/20/86
- ⇒ PRECINCT: 1
- ⇒ 911 COMMITTEE MEETING OF 8/1997

❖ CHANGING THE SPELLING OF ROAD NAMES IN COUNTY ROAD LOG.

◆ BAR RD

- ⇒ FORMERLY: BAR RD (CLARIFICATION DUE TO STRATMAN-BAR RD AND OTHER BAR RD)
- ⇒ FROM: HARTLEDGE-STRATMORE
- ⇒ TO: CATTLEGUARD
- ⇒ LOCATION: N OF ROSENBERG, S OF FULSHEAR
- ⇒ KEY MAP PAGE: 563 U
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 4
- ⇒ 911 COMMITTEE MEETING OF 7/1997

◆ BAREK, E

- ⇒ FORMERLY : BAREK
- ⇒ FROM: SH 36
- ⇒ TO: WOLFGANG RD.
- ⇒ LOCATION: S OF GUY
- ⇒ KEY MAP PAGE: 721 U
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 1

◆ BAREK, W

- ⇒ FORMERLY : BAREK
- ⇒ FROM: BAKER RD. (NE EDGE OF BRAZORIA COUNTY)
- ⇒ TO: SH 36
- ⇒ LOCATION: S OF GUY
- ⇒ KEY MAP PAGE: 721 X, 754 H, 755 A
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 1

◆ CHILDERS

- ⇒ FORMERLY: PECAN GROVE RD.
- ⇒ FROM: SARTARTIA DRIVE
- ⇒ TO: W. END OF ASPHALT
- ⇒ LOCATION: RICHMOND AREA
- ⇒ KEY MAP PAGE: 607 A
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 4

◆ CUMINGS

- ⇒ FORMERLY: E.W. CUMMINGS
- ⇒ FROM: E ROW OF FM 723
- ⇒ TO: CATTLEGUARD
- ⇒ LOCATION: N OF ROSENBERG
- ⇒ KEY MAP PAGE: 604 H
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 4
- ⇒ 911 COMMITTEE MEETING OF 11/1996

◆ CYPRESS VILLAGE DR.

- ⇒ FORMERLY: HAWTHORNE
- ⇒ LOCATION: GREATWOOD VILLAGE (2)
- ⇒ FROM: LAUREL DRIVE
- ⇒ TO: HONEYSUCKLE LANE
- ⇒ KEY MAP PAGE: 607 N
- ⇒ COUNTY MAINTENANCE DATE: 11/22/94
- ⇒ PRECINCT: 1
- ⇒ 911 COMMITTEE MEETING OF 11/1996

- ◆ DALE DODGE LN. (ADDRESSES)
 - ⇒ FORMERLY: MUECK
 - ⇒ FROM: S EDGE OF MUECK PAVEMENT
 - ⇒ TO: CATTLEGUARD
 - ⇒ LOCATION: W OF NEEDVILLE
 - ⇒ KEY MAP PAGE: 718 F
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
- ◆ GREENWAY PARK CIRCLE
 - ⇒ FORMERLY: GREENWAY VILLAGE CIRCLE
 - ⇒ FROM: GREENWAY VILLAGE DRIVE
 - ⇒ TO: CUL-DE-SAC
 - ⇒ LOCATION: NORTH FORT BEND COUNTY
 - ⇒ KEY MAP PAGE: 485 L
 - ⇒ COUNTY MAINTENANCE DATE: 12/5/95
 - ⇒ PRECINCT: 3
- ◆ HERRON DR.
 - ⇒ FORMERLY: HERRON DRIVE (CLARIFICATION DUE TO USE OF PINE HILL DR)
 - ⇒ FROM: S EDGE OF PECAN HILL PAVEMENT
 - ⇒ TO: N EDGE OF HEPPLEWHITE DRIVE PAVEMENT
 - ⇒ LOCATION: FULSHEAR/SIMONTON
 - ⇒ KEY MAP PAGE: 482 S
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 2/1997
- ◆ HUNT LANE
 - ⇒ FORMERLY: N. E. CUMINGS
 - ⇒ FROM: N ROW OF HUNT RD
 - ⇒ TO: S ROW OF HANNIBAL RD
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 481 Y
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ JO ANN ST.
 - ⇒ FORMERLY: JO ANN (CLARIFICATION DUE TO USE OF JOANN ST)
 - ⇒ FROM: NE END OF ASPHALT
 - ⇒ TO: NE EDGE OF MOORE PAVEMENT
 - ⇒ LOCATION: STAFFORD AREA
 - ⇒ KEY MAP PAGE: 569 Z
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 2
 - ⇒ 911 COMMITTEE MEETING OF 5/1997

- ◆ JOERGER
 - ⇒ FORMERLY: JOERGER RD.(CLARIFICATION DUE TO SOMETIMES BEING CALLED JOERGER CUMINGS RD)
 - ⇒ FROM: E ROW OF FM 723
 - ⇒ TO: END OF ROAD
 - ⇒ LOCATION: N OF ROSENBERG
 - ⇒ KEY MAP PAGE: 604 C
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ JOHN ALBERT DRIVE
 - ⇒ FORMERLY: ALBERT DRIVE
 - ⇒ FROM: US 90A
 - ⇒ TO: CUL-DE-SAC
 - ⇒ LOCATION: EAST BERNARD AREA (CRESTWOOD ACRES SUBDIVISION)
 - ⇒ KEY MAP PAGE: 599 V
 - ⇒ COUNTY MAINTENANCE DATE: 8/22/95
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ L.W. CUMMINGS
 - ⇒ FORMERLY: C.W. CUMINGS
 - ⇒ FROM: FM 762
 - ⇒ TO: END OF ROAD
 - ⇒ LOCATION: BRAZOS BEND AREA
 - ⇒ KEY MAP PAGE: 687 B
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 2/1997
- ◆ LANE RD.
 - ⇒ FORMERLY: PERRY
 - ⇒ FROM: CENTERLINE OF PRAIRIE RD
 - ⇒ TO: END OF ROAD
 - ⇒ LOCATION: FULSHEAR/SIMONTON AREA
 - ⇒ KEY MAP PAGE: 522 B
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 2/1997
- ◆ MC CRARY
 - ⇒ FORMERLY: WILLIE JONES RD.
 - ⇒ FROM: RICHMOND-FOSTER RD.
 - ⇒ TO: CHANGE IN GRAVEL AT S END
 - ⇒ LOCATION: N OF RICHMOND
 - ⇒ KEY MAP PAGE: 565 P
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4

- ♦ MISSION GREENS DRIVE
 - ⇒ FORMERLY: MISSION GREENS DRIVE (CLARIFICATION WITH MISSION GREEN)
 - ⇒ FROM: WINKLEMAN
 - ⇒ TO: VISTA DEL SOL
 - ⇒ LOCATION: MISSION BEND SUBDIVISION (MISSION BEND SAN MIGUEL, SEC. 6)
 - ⇒ KEY MAP PAGE: 527 R
 - ⇒ COUNTY MAINTENANCE DATE: 11/28/83
 - ⇒ PRECINCT: 3
 - ⇒ 911 COMMITTEE MEETING OF 8/1997
- ♦ NEEDVILLE FOUR CORNERS
 - ⇒ FORMERLY: NEEDVILLE
 - ⇒ FROM: BUSHNELL RD. (FM 1236)
 - ⇒ TO: ALTIMORE?
 - ⇒ LOCATION: NEEDVILLE AREA
 - ⇒ KEY MAP PAGE: 719 F
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
- ♦ OAK LAKE VILLAGE
 - ⇒ FORMERLY: OAK LANE
 - ⇒ FROM: FM 762
 - ⇒ TO: CUL-DE-SAC
 - ⇒ LOCATION: NW BRAZOS BEND PARK
 - ⇒ KEY MAP PAGE: 687 U
 - ⇒ COUNTY MAINTENANCE DATE: 12/10/90
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 4/1997
- ♦ PIEDRA CANYON CT.
 - ⇒ FORMERLY: PIEDRA NEGRAS CT.
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT:
- ♦ RABB
 - ⇒ FORMERLY: RABB
 - ⇒ FROM: END OF W. SYCAMORE
 - ⇒ TO: DEAD END
 - ⇒ LOCATION: TEAL RUN
 - ⇒ KEY MAP PAGE: 657 A
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 2

- ◆ RUSTIC LANE
 - ⇒ FORMERLY: RUSTIC LANE (CLARIFICATION DUE TO RUSTIC RD)
 - ⇒ FROM: CAY RD
 - ⇒ TO: CUL-DE-SAC
 - ⇒ LOCATION: N OF ROSENBERG (C.J. DICKERSON SUBDIVISION)
 - ⇒ KEY MAP PAGE: 604 H
 - ⇒ COUNTY MAINTENANCE DATE: 8/7/78
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ RUSTIC LANE
 - ⇒ FORMERLY: RUSTIC RD
 - ⇒ FROM: JOERGER
 - ⇒ TO: CAY
 - ⇒ LOCATION: N OF ROSENBERG (C.J. DICKERSON SUBDIVISION)
 - ⇒ KEY MAP PAGE: 604 H
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ STRATMORE
 - ⇒ FORMERLY: HARTLEDGE-STRATMORE
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 4
- ◆ SUMMER FIELD RIDGE DR.
 - ⇒ FORMERLY: SUMMER FIELD RIDGE CT.
 - ⇒ FROM: CUL-DE-SAC
 - ⇒ TO: SUMMERFIELD RIDGE DRIVE
 - ⇒ LOCATION: W OF SUGARLAND
 - ⇒ KEY MAP PAGE: 567 F
 - ⇒ COUNTY MAINTENANCE DATE: 1/27/98
 - ⇒ PRECINCT: 3
- ◆ SWANSON DRIVE
 - ⇒ FORMERLY: SWANSON LAKE
 - ⇒ FROM: WEST TWIN CIR.
 - ⇒ TO: FOSTER CREEK DR.
 - ⇒ LOCATION: FOSTER CREEK ESTATES (2)
 - ⇒ KEY MAP PAGE: 564 F
 - ⇒ COUNTY MAINTENANCE DATE: 5/3/94 (CITIZENS USE SWANSON DRIVE RATHER THAN SWANSON LAKE)
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 4/1997

♦ W. FAIRGROUNDS

- ⇒ FORMERLY: FAIRGROUNDS
- ⇒ FROM: STELLA RD.
- ⇒ TO: FAIRGROUNDS (T-INTERSECTION)
- ⇒ LOCATION: ROSENBERG AREA
- ⇒ KEY MAP PAGE: 644 C
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 1

- ❖ CORRECTIONS MADE TO THE SPELLING OF ROAD NAMES ALREADY CORRECTED IN COUNTY ROAD LOG AND APPROVED BY COMMISSIONERS COURT.

- ◆ BOOTHILL
 - ⇒ FORMERLY: BOOTHILL (PORTION)
 - ⇒ FROM: POWERLINE N OF FM 1093
 - ⇒ TO: FENCELINE AT WEST END
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ BOOTHILL, BARRICADED
 - ⇒ FORMERLY: BOOTHILL (PORTION)
 - ⇒ FROM: BOOTHILL, BY PASS
 - ⇒ TO: E 1930 LF TO BARRICADE
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ BOOTHILL, BY PASS
 - ⇒ FORMERLY: NEW ROAD
 - ⇒ FROM: BOOTHILL, W
 - ⇒ TO: INTERSECTION OF BUCKSKIN/GARRISON
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ BOOTHILL, E
 - ⇒ FORMERLY: BOOTHILL
 - ⇒ FROM: CITY LIMITS AT FM 1093
 - ⇒ TO: W 1300 LF TO BARRICADE
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ BOOTHILL, W
 - ⇒ FORMERLY: BOOTHILL
 - ⇒ FROM: BOOTHILL, BY PASS
 - ⇒ TO: W 7490 LF TO HOULIHAN PROPERTY
 - ⇒ LOCATION: SIMONTON AREA
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF

- ◆ BOOTHLINE
 - ⇒ FORMERLY: GLESS-BIG CREEK
 - ⇒ FROM: PSENCIK RD.
 - ⇒ TO: RICEFIELD RD.
 - ⇒ LOCATION: NE OF FAIRCHILDS
 - ⇒ KEY MAP PAGE: 646 Y, 686 A
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 4/22/97
- ◆ BOOTHLINE
 - ⇒ FORMERLY: STAVINOHHA-VACEK
 - ⇒ FROM: FM 361
 - ⇒ TO: PSENCIK RD.
 - ⇒ LOCATION: E OF FAIRCHILDS
 - ⇒ KEY MAP PAGE: 685 L
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 4/22/97
- ◆ BROUSSARD LN
 - ⇒ FORMERLY: FENN
 - ⇒ FROM: C/L FENN RD.
 - ⇒ TO: C/L LAWSON RD.
 - ⇒ LOCATION: SW OF ARCOLA
 - ⇒ KEY MAP PAGE: 651K
 - ⇒ COUNTY MAINTENANCE DATE: 8/9/94
 - ⇒ PRECINCT: 2
 - ⇒ COMMISSIONERS COURT MEETING OF 8/9/94?
- ◆ FALL RIDGE CIRCLE
 - ⇒ FORMERLY: FALLMIST CIRCLE
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 3
 - ⇒ COMMISSIONERS COURT MEETING OF 11/1/94
- ◆ FRANK ST.
 - ⇒ FORMERLY: PRIVATE
 - ⇒ FROM: BEGINNING OF SECOND STREET
 - ⇒ TO: END OF ROW
 - ⇒ LOCATION: MARTINEZ SUBD.
 - ⇒ KEY MAP PAGE: 527Z
 - ⇒ COUNTY MAINTENANCE DATE: 8/28/89
 - ⇒ PRECINCT: 3
 - ⇒ COMMISSIONERS COURT MEETING OF 8/28/89?
- ◆ GARRISON
 - ⇒ FORMERLY: BUCKSKIN
 - ⇒ FROM: BOOTHILL, BYPASS WEST
 - ⇒ TO: 762LF TO GARRISON PROPERTY LINE
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE: 520 P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1

- ◆ HABLO DR.
 - ⇒ FORMERLY: SONETO DRIVE
 - ⇒ LOCATION: MISSION BEND SOUTH (3)
 - ⇒ FROM: END OF LA TERRA DR
 - ⇒ TO: S EDGE OF LOS ALTOS PAVEMENT
 - ⇒ KEY MAP PAGE: 527 K
 - ⇒ COUNTY MAINTENANCE DATE: 12/6/82
 - ⇒ PRECINCT: 3
 - ⇒ COMMISSIONERS COURT MEETING OF 7/23/96
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ ISLEIB
 - ⇒ FORMERLY: ISLEIB
 - ⇒ LOCATION: SE OF BEASLEY
 - ⇒ FROM: SE ROW LINE OF US 59
 - ⇒ TO: NW EDGE OF VINCIK-EHLERT PVMT.
 - ⇒ KEY MAP PAGE: 642L
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 4/28/86
- ◆ LA TERRA DR.
 - ⇒ FORMERLY: VAL VISTA DRIVE
 - ⇒ LOCATION: MISSION BEND SOUTH (3)
 - ⇒ FROM: E EDGE OF SOLEDAD PAVEMENT
 - ⇒ TO: END OF HABLO DRIVE
 - ⇒ KEY MAP PAGE: 527 L
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 3
 - ⇒ COMMISSIONERS COURT MEETING OF 7/23/98
 - ⇒ 911 COMMITTEE MEETING OF 11/1996
- ◆ MAREK LANE
 - ⇒ FORMERLY: MAREK
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 5/4/98
- ◆ MOORE BAR
 - ⇒ FORMERLY: MOORE
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 1/8/98

- ◆ PINK TAYLOR RUN
 - ⇒ FORMERLY: PINK TAYLOR RUN RD (CLARIFICATION- WAS TAYLOR RUN RD AT ONE TIME)
 - ⇒ FROM: W ROW LINE OF WEST TAVENER
 - ⇒ TO: BRIDGE DECK AT WEST END
 - ⇒ LOCATION: N OF KENDLETON
 - ⇒ KEY MAP PAGE: 640 U
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ COMMISSIONERS COURT MEETING OF 6/2/98,
 - ⇒ PRECINCT: 1
 - ⇒ 911 COMMITTEE MEETING OF 8/1996
- ◆ REYNOLDS
 - ⇒ FORMERLY: RHEMANN
 - ⇒ FROM: W. EDGE OF POOL HILL RD. PVMNT.
 - ⇒ TO: END OF ROAD
 - ⇒ LOCATION: NE OF SIMONTON
 - ⇒ KEY MAP PAGE: 521 M
 - ⇒ COUNTY MAINTENANCE DATE: 4/28/86
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 2/6/98
- ◆ SADDLEBROOK WAY
 - ⇒ FORMERLY: SADDLEBROOK
 - ⇒ FROM: SW EDGE OF SADDLEBROOK DR.PVMT.
 - ⇒ TO: CUL-DE-SAC
 - ⇒ LOCATION: KATY AREA
 - ⇒ KEY MAP PAGE: 485J
 - ⇒ COUNTY MAINTENANCE DATE: 5/14/84?
 - ⇒ PRECINCT: 3
 - ⇒ COMMISSIONERS COURT MEETING OF 5/14/84?
- ◆ SELIG LANE
 - ⇒ FORMERLY: SELIG
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 1
 - ⇒ COMMISSIONERS COURT MEETING OF 5/4/98
- ◆ SHADOW LANE
 - ⇒ FORMERLY: PECAN SHADOWS
 - ⇒ FROM: RICHMOND FOSTER
 - ⇒ TO: END OF ROAD (DEAD END)
 - ⇒ LOCATION: PECAN SHADOWS SUBDIVISION
 - ⇒ KEY MAP PAGE: 565 K,P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 4
 - ⇒ COMMISSIONERS COURT MEETING OF 3/9/98
 - ⇒ 911 COMMITTEE MEETING OF 9/1997

◆ VERNON FROST

- ⇒ FORMERLY: HANNIBAL-ROGERS
- ⇒ FROM: HUNT LANE
- ⇒ TO: NE EDGE OF FM 1489
- ⇒ LOCATION: NE OF SIMONTON
- ⇒ KEY MAP PAGE: 521 F
- ⇒ COUNTY MAINTENANCE DATE: 12/23/97
- ⇒ PRECINCT: 1
- ⇒ COMMISSIONERS COURT MEETING OF 12/23/97

❖ **VERIFYING THE SPELLING OF ROAD NAMES OF PRIVATE ROADS NOT MAINTAINED BY FORT BEND COUNTY OUTSIDE CITY LIMITS.**

♦ **CURRY LANE**

- ⇒ FORMERLY: BAR RD. AREA
- ⇒ FROM: STRATMAN-BAR RD
- ⇒ TO: END OF ROAD
- ⇒ LOCATION: N OF ROSENBERG, S OF FULSHEAR
- ⇒ KEY MAP PAGE: 563 U
- ⇒ COUNTY MAINTENANCE DATE: NOT MAINTAINED BY THE COUNTY (PRIVATE RD)
- ⇒ PRECINCT: 4
- ⇒ 911 COMMITTEE MEETING OF 7/1997

♦ **DOCTOR BEN KNOLLE**

- ⇒ FORMERLY: BAR RD. AREA
- ⇒ FROM/TO: FOLLOW OLD RAILROAD TRACKS ON THE KNOLLE FAMILY PROPERTY
- ⇒ LOCATION: SW OF ROSENBERG
- ⇒ KEY MAP PAGE: 604
- ⇒ COUNTY MAINTENANCE DATE: PROPOSED ROAD (CURRENTLY JUST PROPOSED; NOT BUILT YET; PROPERTY RECENTLY GIVEN TO THE COUNTY)
- ⇒ PRECINCT: 1
- ⇒ 911 COMMITTEE MEETING OF 5/1997

♦ **HAMMER**

- ⇒ FORMERLY: HAMMER
- ⇒ FROM:
- ⇒ TO:
- ⇒ LOCATION:
- ⇒ KEY MAP PAGE:
- ⇒ COUNTY MAINTENANCE DATE:
- ⇒ PRECINCT:

♦ **LOLA LANE**

- ⇒ FORMERLY: WATSON LN/LOLA LN (PRIVATE ROAD)
- ⇒ FROM: TIMOTHY LANE
- ⇒ TO: END OF ROAD
- ⇒ LOCATION: NORTH OF PECAN GROVE PLANTATION AREA
- ⇒ KEY MAP PAGE: 566 B
- ⇒ COUNTY MAINTENANCE DATE: PRIVATE RD NOT IN MAINTENANCE - LOCAL RESIDENTS AGREE TO US LOLA LANE
- ⇒ PRECINCT: 4
- ⇒ 911 COMMITTEE MEETING OF 4/1997

♦ **MARTINEZ SUBD. ADDRESSES CHANGED**

- ⇒ FORMERLY: MISC. ADDRESSES
- ⇒ FROM: MARTINEZ SUBD.
- ⇒ TO:
- ⇒ LOCATION: FOUR CORNERS AREA
- ⇒ KEY MAP PAGE: 527Z
- ⇒ COUNTY MAINTENANCE DATE: 4/28/86
- ⇒ PRECINCT: 3
- ⇒ COMMISSIONERS COURT MEETING OF 4/28/86

- ◆ MOSS LANE
 - ⇒ FORMERLY: BAR RD. AREA
 - ⇒ FROM: STRATMAN-BAR RD, JUST NORTH OF THE INTERSECTION WITH BAR RD
 - ⇒ TO: END OF ROAD
 - ⇒ LOCATION: N OF ROSENBERG, S OF FULSHEAR
 - ⇒ KEY MAP PAGE: 563 U
 - ⇒ COUNTY MAINTENANCE DATE: NOT MAINTAINED BY THE COUNTY (PRIVATE RD)
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 7/1997
- ◆ SAN LORENZO RUIZ DRIVE
 - ⇒ FORMERLY: SAN LORENZO RUIZ DRIVE
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT:
- ◆ SHADOW LANE
 - ⇒ FORMERLY: PECAN SHADOWS
 - ⇒ FROM: RICHMOND FOSTER
 - ⇒ TO: END OF ROAD (DEAD END)
 - ⇒ LOCATION: PECAN SHADOWS SUBDIVISION
 - ⇒ KEY MAP PAGE: 565 K,P
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT: 4
 - ⇒ COMMISSIONERS COURT MEETING OF 3/9/98
 - ⇒ 911 COMMITTEE MEETING OF 9/1997
- ◆ STRATMAN-BAR RD
 - ⇒ FORMERLY: BAR RD (COMMONLY CALLED)
 - ⇒ FROM: ORIGINAL BAR RD INTERSECTION
 - ⇒ TO: NORTH AND SOUTH DEAD ENDS (RUNS PARALLEL TO OLD HARTLEDGE-STRATMORE)
 - ⇒ LOCATION: N OF ROSENBERG, S OF FULSHEAR
 - ⇒ KEY MAP PAGE: 563 U
 - ⇒ COUNTY MAINTENANCE DATE: NOT MAINTAINED BY THE COUNTY (PRIVATE RD)
 - ⇒ PRECINCT: 4
 - ⇒ 911 COMMITTEE MEETING OF 7/1997

❖ VERIFYING THE SPELLING OF ROAD NAMES OF ROADS NOT MAINTAINED BY FORT BEND COUNTY INSIDE CITY LIMITS.

- ◆ COLONY LAKES DR.
 - ⇒ FORMERLY:
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT:
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ DOREEN
 - ⇒ FORMERLY: DOREEN
 - ⇒ FROM: TEAKWOOD
 - ⇒ TO: RENFROE-BURFORD
 - ⇒ LOCATION: ARCOLA AREA
 - ⇒ KEY MAP PAGE: 651 D
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 2
- ◆ FIRST COLONY DR.
 - ⇒ FORMERLY:
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION:
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT:
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ KITTIWAKE COURT
 - ⇒ FORMERLY: KITTYWAKE COURT
 - ⇒ FROM: CUL-DE-SAC
 - ⇒ TO: FISHER
 - ⇒ LOCATION: SUGARLAND AREA
 - ⇒ KEY MAP PAGE: 568 T
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 3
- ◆ LADONIA
 - ⇒ FORMERLY: LADONIA
 - ⇒ FROM: MERRIFIELD
 - ⇒ TO: END OF THE ROAD
 - ⇒ LOCATION: ARCOLA AREA
 - ⇒ KEY MAP PAGE: 651 H
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 2

- ◆ POST
 - ⇒ FORMERLY: POST
 - ⇒ FROM: LADONIA
 - ⇒ TO: BRAZORIA COUNTY LINE
 - ⇒ LOCATION: E OF ARCOLA
 - ⇒ KEY MAP PAGE: 651 H
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 2
- ◆ RAINTREE
 - ⇒ FORMERLY:
 - ⇒ FROM:
 - ⇒ TO:
 - ⇒ LOCATION: MO. CITY ?
 - ⇒ KEY MAP PAGE:
 - ⇒ COUNTY MAINTENANCE DATE:
 - ⇒ PRECINCT:
 - ⇒ COMMISSIONERS COURT MEETING OF
- ◆ TEAGUE, N
 - ⇒ FORMERLY: TEAGUE
 - ⇒ FROM: CUL-DE-SAC
 - ⇒ TO: LADONIA
 - ⇒ LOCATION: N OF ARCOLA
 - ⇒ KEY MAP PAGE: 651 G
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 2
- ◆ TEAGUE, S
 - ⇒ FORMERLY: TEAGUE
 - ⇒ FROM: CUL-DE-SAC
 - ⇒ TO: LADONIA
 - ⇒ LOCATION: N OF ARCOLA
 - ⇒ KEY MAP PAGE: 651 G
 - ⇒ COUNTY MAINTENANCE DATE: N/A
 - ⇒ PRECINCT: 2
- ◆ WEST MASTERSON ROAD
 - ⇒ FORMERLY: FM 521 (STREET DID NOT HAVE A NAME SO RESIDENTS USED FM 521 AS MAILING ADDRESS)
 - ⇒ FROM: EAST ROW OF FM 521 (OPPOSITE OF MASTERSON RD/FM 521 INTERSECTION)
 - ⇒ TO: NE EDGE OF MOORE PAVEMENT
 - ⇒ LOCATION: ARCOLA CITY LIMITS
 - ⇒ KEY MAP PAGE: 569 Z
 - ⇒ COUNTY MAINTENANCE DATE: PRIVATE RD (NOT COUNTY MAINTAINED; INSIDE ARCOLA CITY LIMITS)
 - ⇒ PRECINCT: 2
 - ⇒ 911 COMMITTEE MEETING OF 5/1997

◆ PLANTATION COLONY

- ⇒ FORMERLY: PLANTATION COLONY COURT
- ⇒ FROM:
- ⇒ TO:
- ⇒ LOCATION:
- ⇒ KEY MAP PAGE:
- ⇒ COUNTY MAINTENANCE DATE: N/A
- ⇒ PRECINCT: 4

Jul. 21. 1998 281-341-4557 FT. BEND CNTY ATTN
4:35PM PFEIFFER & VACEK LLP

279 P01 JUL 22 '98 10:34

#17(c1)

PFEIFFER, VACEK, PFEIFFER, SCRUGGS, & HOFFMAN, L.L.P.
ATTORNEYS AND COUNSELORS AT LAW
10260 WESTHEIMER, SUITE 700
HOUSTON, TEXAS 77042

CLIFFORD J. VACEK
PARTNER
Board Certified Personal Injury Trial Law
Texas Board of Legal Specialization

PHONE (713) 789-8870
FAX (713) 789-0037

July 21, 1998

VIA FACSIMILE
(281) 341-4557

Mr. Bud Childers
Fort Bend County Attorney
301 Jackson Street, Suite 621
Richmond, Texas 77469

Re: Ft. Bend County Employee : Carol J. Moore
Social Security No. : 457-72-1422
Claim No. : 001-FBC-96-02370-MM

Dear Mr. Childers:

This firm has been retained by Carol J. Moore to represent her and her daughter, Ann Moore in their claim for injuries and damages arising from an automobile accident which occurred on July 22, 1996. Ann was injured as a result of that collision. Medical expenses in the total amount of \$1,883.90 were paid through the Fort Bend County Health Benefits Plan.

We have made a settlement with the tortfeasor. We hereby offer the sum of \$1,200.00 in full settlement of Fort Bend County's subrogation claim. This amount takes into consideration attorney's fees and expenses incurred in the collection of the claim.

We would appreciate you letting us know whether or not this sum is acceptable and if so we will cut a check to Fort Bend County for the sum of \$1,200.00 and forward it to you.

If you have any questions, please do not hesitate to give us a call.

Very truly yours,

Clifford J. Vacek

Clifford J. Vacek

CJV/cs

Y

OK

RAWM

104,822
Leonard
Bailey
268th



RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas

#17(2)

07-22-98 A08:55 IN

TO: Judge Michael Rozell
Commissioners Court

FROM: Sandy Kucera
Risk Management Department

DATE: July 21, 1998

RE: Commissioners Court Consent Agenda

Please place the following item on the Commissioners Court Consent Agenda for July 28, 1998.

1. Consider authorizing payments for damages to County vehicles and non-County vehicles.

Funding Source for these payments: 010 068 0680 0550

I:\Risk Mgmt\Commissioners Court Agenda\ag072898.doc

1,728.12+
78.00+
2,397.75+
78.00+
1,031.62+
88.80+
5,402.29*

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: UNIT 18L
Date: July 21, 1998

MEMORANDUM

OUR CLAIM #: 011480-000732-AP-01
DATE OF LOSS: 5-23-98
COUNTY DRIVER: FLINT TURNER

This memo is submitted to request authorization of funds to repair County owned vehicle. To be presented at next Commissioners' Meeting.

FACTS:

County employee, Flint Turner reported that while patrolling the edge of Unit 18L struck a culvert.

PROPERTY DAMAGE:

Auto Truck Appraisers inspected the County vehicle, total cost to repair amounted to \$1189.00 with additional supplemental/hidden damage.

Mike Hall Chevrolet has submitted a bid and agreed to repair the County vehicle for the amount of \$1728.12, includes all hidden damage.

Auto Truck Appraisers is in agreement with the additional amount noted in Mike Hall's bid.

COMMENTS:

Please advise if funds are authorized to repair the County vehicle for the amount submitted by Mike Hall Chevrolet. If funds are authorized, checks should be issued as follows:

1. Payee: Mike Hall Chevrolet, 8100 South Hwy 6, Houston TX 77083
Tax Id #: 174-19400316
amount: \$1728.12
attention: Walter Tucker/Body Shop
2. Payee: Auto Truck Appraisers, 2230 Elmgate, Houston TX 77080
Tax id #: 76-0217878
amount: \$78.00
invoice #: 31236-GB

APPRAISER'S REPORT

POLICY #

APPRAISED
FOR*Gallagher Bassett*

ADJUSTER

Julia B.

ASSURED

FBC Sheriff # 181

CLAIMANT

<i>25</i>	<i>Chrysler</i>	<i>Crysler 46 Sedan</i>	<i>124889</i>	<i>675-441</i>	<i>6-2-98</i>
YEAR	MAKE	BODY STYLE	MODEL	MILEAGE	DATE

APPRAISER

Alann Scott

IDENTIFICATION #

8100

EQUIPMENT:

Radio ☒	Heater ☒	Power Steering ☒	Power Brakes ☒	Under Dash Air Cond. ☐	Factory Air Cond. ☒
Transmission: Automatic ☒		3 Speed Standard ☐	4 Speed Standard ☐	Overdrive ☐	Floor Shift ☐
Electric Windows ☐		Electric Seat ☐	8 Cyl. Motor ☒	6 Cyl. Motor ☐	4 Cyl. Motor ☐

CONDITION
of this vehicle
at the time of
this inspection:

Paint:	Very Good ☐	Good ☒	Fair ☐	Poor ☐	Very Poor ☐
Inside Trim:	Very Good ☐	Good ☒	Fair ☐	Poor ☐	Very Poor ☐
General Appearance:	Very Good ☐	Good ☒	Fair ☐	Poor ☐	Very Poor ☐
Tires % Worn:	L.F. %	R.F. %	L.R. %	R.R. %	

TYPE OF LOSS: Collision ☒ Upsat ☐ Fire ☐ Flood ☐ Vandalism ☐ Theft ☐

LOCATION AT TIME OF INSPECTION:

Vehicle maintenance - Richmond, TX.

REPAIR SHOP AGREEING TO THIS APPRAISAL:

DEPRECIATION is recommended on the following items, and should be deducted from the appraisal total:

THIS VEHICLE SHOULD BE CONSIDERED:

Repairable ☒Total Loss ☐Borderline Total Loss ☐IF TOTAL LOSS
the following should
be considered:Book
Wholesale \$Book
Retail \$Local
Value \$Salvage
Value \$

LOCAL VALUE IS BASED ON THE CONDITION OF THIS VEHICLE JUST PRIOR TO THIS LOSS.

OLD DAMAGE:

Evidence indicates that
the items in this column
are old damage and are
not connected with dam-
age faulted on appraisal.

LEFT SIDE



RIGHT SIDE

POINT OF IMPACT

Collision damage to under parts - R.F. - possible additional damage that is hidden at present.

TRUCK
AUTO **A** APPRAISERS

2230 ELMGATE 467-8898 HOUSTON, TEXAS 77060

TR CK
AUTO APPRAISERS INC.

2230 ELMGATE 467-8898 HOUSTON, TEXAS 77080

INVOICE 31236-GB

CLAIM NO. 011480-00022-AP

INS. CO. Salleghart Benett ASSURED FBC Shuff
STREET ADDRESS 1800 W Loop CLAIMANT #186
CITY Houston STATE TX ZIP 77029 DATE 6-2-88

ADJUSTER Julia

FEE..... \$ 65.00
MILEAGE... Richmond, TX..... 10.00
PHOTOS..... (2)..... N.C
MISC..... office expense..... 3.00
SALES TAX..... 6.00

DATE ASSIGNED 6-1 DATE INSPECTED 6-2

Thank You

TOTAL \$ 84.00

07/21/98 09:25 FAX 9839875

MIKE HALL CHEV

002

DAMAGE REPORT

07/21/98 at 09:09

FORT BEND COUNTY

D.R. 10827-0002282

Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS #1
8100 SOUTH HWY 6
HOUSTON, TX 77083-
(281) 983-9820

Owner: FORT BEND COUNTY
Address: 230 LEGION
RICHMOND TX 77469

Day Phone: (281) 341-4790-
Other Ph: (281) 341-4799-
Deductible: \$ 0.00

Insurance Co.:
Claim No.: UNIT #18L

Phone:
Adj.:

95 CHEV CAPRICE CLASSIC 4D SED WHITE 8-5.7L-FI

Vin: 1G1BL52W5SR158100 License: 675441 TX Prod Date: 0/ 0 Odometer: 0

Power steering
Tinted glass
Custom interior
Anti-lock brakes (4)
Cloth seats
Clear coat paint

Power brakes
Body side moldings
Air conditioning
Driver airbag
Recline/lounge seats

Power locks
Dual mirrors
Tilt wheel
Passenger airbag
Split bench seats

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	MISC
1		FRONT BUMPER					
2*	Repr	Bumper cover	1	0.00	1.5	2.8	
3		Add for Clear Coat	1	0.00	0.0	1.1	
4		COOLING					
5	Repl	Radiator support	1	370.00	5.7	1.0	
6		Add For Oil Cooler	1	0.00	0.4	0.0	
7		Add for Driver airbag	1	0.00	0.4	0.0	
8	Repl	RT Air deflector side	1	4.20	0.3	0.0	
9	Repl	LT Air deflector side	1	4.20	0.3	0.0	
10	Repl	Air deflector lower	1	8.30	0.3	0.0	
11**	Repl	A/M Radiator w/o oil cooler al	1	0.00	Incl	0.0	T 362.86
12	Repl	Shroud upper 8 cylinder	1	33.25	Incl	0.0	
13		AIR COND & HEATER					
14	Repl	AC Service evacuate & recharge	1	0.00	1.4	0.0	M
15*		PREON	1	0.00	0.0	0.0	X 64.80
16*	Repl	Condenser	1	217.78	Incl	0.0	
17		FENDER					
18		RT R&I fender assy	1	0.00	2.5	0.0	
19		LT R&I fender assy	1	0.00	2.5	0.0	
20*		ALIGN FRONT END	1	0.00	0.0	0.0	X 58.00
21		FRONT SUSPENSION					
22	Repl	Stabilizer bar 28MM sedan	1	73.00	0.8	0.0	M

Page: 1

RECEIVED

JUL 21 1998

GALLAGHER BASSETT
HOUSTON, TEXAS

DAMAGE REPORT
07/21/98 at 09:09

FORT BEND COUNTY
D.R. 10827-0002282
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS #1
8100 SOUTH HWY 6
HOUSTON, TX 77083-
(281) 983-9820

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	MISC
23	Repl	RT Stabilizer bar link kit	1	9.85	0.5	0.0	M
24	Repl	RT Stabilizer bar bracket	1	6.00	0.3	0.0	M
		Towing Charges	1	0.00	0.0	0.0	X 65.00
Subtotals				726.58	16.9	4.9	550.66

Page: 2

RECEIVED

JUL 21 1998

GALLAGHER BASSETT
HOUSTON, TEXAS

07/21/98 09:25 FAX 9839875

MIKE HALL CHEV

DAMAGE REPORT

07/21/98 at 09:09

FORT BEND COUNTY

D.R. 10827-0002282

Est: W. TUCKER

MIKE HALL CHEVROLET
 CUSTOMER SATISFACTION IS #1
 8100 SOUTH HWY 6
 HOUSTON, TX 77083-
 (281) 983-9820

Parts		726.58
Parts Discount \$	726.58 - 20%	-145.32
Body Labor	13.9 units @ \$22.00	305.80
Paint Labor	4.9 units @ \$22.00	107.80
Paint/Materials	4.9 units @ \$14.00	68.60
Mech. Labor	3.0 units @ \$38.00	114.00
Sublet/Misc		550.66

SUBTOTAL		\$ 1728.12
Tax on \$	1012.72 at 0.0000%	0.00

GRAND TOTAL		\$ 1728.12

ALL ESTIMATES ARE BASED ON VISUAL INSPECTION. UPON DISASSEMBLY AND INTERNAL INSPECTION OF DAMAGE, ADDITIONAL PARTS & LABOR MAY BE REQUIRED WHICH WERE NOT EVIDENT UPON INITIAL INSPECTION.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Non-asterisk(*) items are derived from the Guide DRIC91. Database Date 5/98

Double asterisk(**) items indicate part supplied by a supplier other than the original equipment manufacturer.

CAPA items have been certified for fit and finish by the Certified Auto Parts Association.

MACS Part Numbers, Prices and Labor Times are provided from National Auto Glass Specifications, Inc.

FIRST - A product of CCI Information Services Inc.

Page: 3

RECEIVED

JUL 21 1998

GALLAGHER BASSETT
HOUSTON, TEXAS

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: UNIT 15
Date: July 20, 1998

MEMORANDUM

OUR CLAIM #: 011480-000754-AP-01
DATE OF LOSS: 7-8-98
COUNTY DRIVER: KEVIN NUGENT

This memo is submitted to request authorization of funds to repair County owned vehicle. To be presented at next Commissioners Meeting.

FACTS:

County employee, Kevin Nugent was struck by other vehicle. Other vehicle was cited for failure to yield right of way- stop sign.
Subrogation claim will be pursued against State Farm, carrier for other vehicle.

PROPERTY DAMAGE:

Auto truck appraisers inspected the county vehicle, total cost to repair amounted to \$3122.60.
Mike Hall Chevrolet has submitted a bid and agreed to repair County vehicle for the amount of \$2397.75.

COMMENTS:

Please advise if funds are authorized to repair the county vehicle for the amount submitted by Mike Hall Chev. If funds are authorized, checks should be issued as follows:

1. Payee: Mike Hall Chevrolet, 8100 South Hwy 6, Houston TX 77083
tax id #: 174-19400316
Amount: \$2397.75
2. Payee: Auto Truck Appraisers, 2230 Elmgate, Houston TX 77080
tax id #: 76-0217878
amount: \$78.00

DAMAGE REPORT
07/10/98 at 15:22

FORT BEND COUNTY
D.R. 10827-0002610
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS #1
8100 SOUTH HWY 6
HOUSTON, TX 77083-
(281) 983-9820

Owner: FORT BEND COUNTY
Address: 230 LEGION
RICHMOND TX 77469

Day Phone: (281) 341-4790-
Other Ph: (281) 341-4799-
Deductible: \$ 0.00

Insurance Co.:
Claim No.:

Phone:
Adj.:

94 CHEV CAPRICE CLASSIC 4D SED BLUE 8-5.7L-FI
Vin: 1G1BL52PXHR148276 License: 953395 TX Prod Date: 0/ 0 Odometer: 0

Power steering
Body side moldings
Air conditioning
Anti-lock brakes (4)
Cloth seats

Power brakes
Dual mirrors
Tilt wheel
Driver airbag
Clear coat paint

Tinted glass
Custom interior
Theft deter/alarm
Passenger airbag

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	MISC
1		FRONT DOOR					
2*	Rpl	LKQ RT Door assy +25%	1	0.00	2.0	3.5 T	500.00*
3		Add Refn exterior su	1	0.00	0.0	2.5	
4		Add Refn mirror	1	0.00	0.0	0.5	
5		Add Transfer door glass	1	0.00	1.2	0.0 T	0.00
6		Add R&I molding side front	1	0.00	0.2	0.0 T	0.00
7		Add R&I molding side lower	1	0.00	0.2	0.0 T	0.00
8*	Rpl	LT Mldng sd dr, uppr w/o Impl	1	26.00	0.3	0.0	
9	Rpl	LT Mldng sd dr, lwr w/LT2 brgh	1	47.00	0.3	0.0	
10		REAR DOOR					
11*	Rpl	LKQ LT Door assy +25%	1	0.00	1.9	3.5 T	593.75*
12		Overlap Major Adjacent Panel	1	0.00	0.0	-0.4	
13		Add Refn exterior su	1	0.00	0.0	2.5	
14		Add pwr units	1	0.00	0.4	0.0 T	0.00
15		Add Transfer door glass	1	0.00	1.2	0.0 T	0.00
16		Add R&I outer handle	1	0.00	0.3	0.0 T	0.00
17		Add R&I molding side lower	1	0.00	0.2	0.0 T	0.00
18	Rpl	LT Sd mldng uppr, sdn w/o Impl	1	27.50	0.3	0.0	
19	Rpl	LT Sd mldng lwr sdn chrm	1	39.25	0.3	0.0	
20		CENTER PILLAR & ROCKER PANE					
21*	Rpr	LT Pillar	1	0.00	3.0*	1.0	
22*	Rpr	LT Rocker panel outer upper	1	0.00	1.5*	1.0*	
23*	Rpr	PULL TIME	1	0.00	2.5*	0.0 F	
24		ROOF					

From: MIKE HALL CHEVROLET at ②
To: FORT BEND VEH. MAINT. at ② 3414799

② 07-10-98 03:25 pm
② 003 of 004

DAMAGE REPORT
07/10/98 at 15:22

FORT BEND COUNTY
D.R. 10827-0002610
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS #1
8100 SOUTH HWY 6
HOUSTON, TX 77083-
(281) 983-9820

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	MISC
25*	Rpr	Roof panel	1	0.00	3.0*	3.5*	
26*	Rpr	RE KEY DOOR CYLINDER	1	0.00	0.0	0.0 X	35.00*
27		CLEAR COAT	1	0.00	0.0	2.5	
Subtotals ==>				139.75	18.8	20.1	1128.75

DAMAGE REPORT
07/10/98 at 15:22

FORT BEND COUNTY
D.R. 10827-0002610
Est: W. TUCKER

MIKE HALL CHEVROLET
CUSTOMER SATISFACTION IS #1
8100 SOUTH HWY 6
HOUSTON, TX 77083-
(281) 983-9820

ESTIMATE CALLS FOR LKQ DOORS.DOORS FOUND AT PARTS UNLIMITER.

Parts		139.75
Parts Discount \$	139.75 - 20%	-27.95
Labor	16.3 units @ \$22.00	358.60
Paint	20.1 units @ \$22.00	442.20
Paint/Materials	20.1 units @ \$14.00	281.40
Frame	2.5 units @ \$30.00	75.00
Sublet/Misc		1128.75

SUBTOTAL		\$ 2397.75
Tax on \$	1486.95 at 0.0000%	0.00

GRAND TOTAL		\$ 2397.75

ALL ESTIMATES ARE BASED ON VISUAL INSPECTION. UPON DISASSEMBLY AND
INTERNAL INSPECTION OF DAMAGE, ADDITIONAL PARTS & LABOR MAY BE REQU
IRED WHICH WERE NOT EVIDENT UPON INITIAL INSPECTION.

Estimate based on MOTOR CRASH ESTIMATING GUIDE.

Non-asterisk(*) items are derived from the Guide DR1CA91. Database Date 5/98.
Double asterisk(**) items indicate part supplied by a supplier other than the
original equipment manufacturer.
CAPA items have been certified for fit and finish by the Certified Auto Parts
Association.

EZEst - A product of CCC Information Services Inc.

TRACK AUTO APPRAISERS INC.

2230 ELMGATE

467-8898

HOUSTON, TEXAS 77080

INVOICE 31 246-GB

CLAIM NO. 011480-000254-AP01

INS. CO. Gallagher Bassett ASSURED Prudential 4
STREET ADDRESS 1800 W. Loop CLAIMANT #15
CITY Houston STATE TX ZIP 77027 DATE 7-16-98

ADJUSTER Julia

FEE..... \$ 6500
MILEAGE..... Richard, TX 1000
PHOTOS..... NC
MISC..... office report 300
SALES TAX.....
DATE ASSIGNED 7-13 DATE INSPECTED 7-14
Thank You TOTAL \$ 2800

To: SANDY KUCERA
From: Julia Beyersdorf
Subject: State of Texas
Date: July 20, 1998

MEMORANDUM

OUR CLAIM #: 011480-000747-AD-01
DATE OF LOSS: 6-25-98
COUNTY DRIVER: Paul Cooper
CLAIMANT: Central Gulf Community MHMR Services/ State of Texas

This memo is submitted to request authorization of funds to repair NON-County owned vehicle. To be presented at next Commissioners Meeting.

FACTS:

County employee, Paul Cooper struck the back left of other vehicle. County employee was cited for failure to control speed.

PROPERTY DAMAGE:

Auto truck appraisers inspected the State of Texas vehicle, total cost to repair amounted to \$1031.62.

COMMENTS:

Please advise if funds are authorized to repair the county vehicle for the amount appraised. If funds are authorized, checks should be issued as follows:

1. Payee: Central Gulf Community MHMR Services
3634 Glenn Lakes Drive, Suite 230, Missouri City TX 77459
tax id #: tx exempt
Amount: \$1031.62
2. Payee: Auto Truck Appraisers, 2230 Elmgate, Houston TX 77080
tax id #: 76-0217878
amount: \$88.80

Pop out
windows

01M80-000747-0001

TRUCK AUTO APPRAISERS

2230 ELMGATE 467-8690 HOUSTON, TEXAS 77080

COMPANY
Gallagher Bassett
FIRST PARTY

ASSIGNED BY
Julia
THIRD PARTY
State of TX.

DATE
6-29-98
APPRaiser
[Signature]
LOCATION
Rockport, TX.
LICENSE #
18Y Y97
SPEEDOMETER
16128

YEAR *98* MAKE *GM* MODEL *2500 SL-SAVANA* VIN *1GJGG35R5N1041720*

A-Align I-2-New OH-Overhaul S-Straighten R-Repair

FRONT	NET	MRS.	PARTS	FRONT	NET	MRS.	PARTS	REAR	NET	MRS.	PARTS
Bumper				Horn				Bumper Panel			
Arms				Headlamp				Arms L/R			
Valance				Door				Valance			
Gravel Guard				Seal Beam				1 Upper Step			
Wheel				Battery				1 Lower Step			
Hub Cap				Park's Lamp				Lower Panel			
Stress's Wheel				Hood				Floor			
Horn Ring				Hood Mould'g				Quarter R. Door			
Up Cont. Arm Bush				Hood Lock Pitt				Quarter L. Door			
Lo. Cont. Arm Bush				Hood Hinges				Quarter Ext.			
Knuckle				Ornament				Moulding			
Frt. System				Ext.							
Tire				Fender Right							
Motor Supp't				Moulding							
				Name Plate							
				Skirt							
Grill Panel				Skirt							
Grill				Skirt							
Moulding				Skirt							
Extension				Skirt							
Ext. Mould'g				Skirt							
				Skirt							
Air Cond.				Skirt							
Condenser				Skirt							
Receiver				Skirt							
				Skirt							
Radial's Core				Skirt							
Core Supp't				Skirt							
				Skirt							
Fan & Clutch				Skirt							
Water Pump				Skirt							
Shroud				Skirt							

REPAIRER: *Amph* BY

EQUIPMENT: ☐ AM Radio ☐ AM-PM Radio ☐ AM-PM Stereo ☐ Tape Deck ☐ Monitor

☐ P. Buzzer ☐ P. Smer ☐ Air

CONDITION: ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ Very Poor

TIRES LF *RF* Motor *RR* Other Equipment

Transmission *2000*

KIND OF LOSS: ☐ Collision ☐ Vandalism ☐ Fire

☐ Theft ☐ Water ☐ Other ☐ Other Remarks (Back)

TOTAL REPAIRS \$ *1031.62*

THIS IS NOT AN AUTHORIZATION TO REPAIR.

MATERIAL DAMAGE APPRAISER'S CLOSING REPORT

Adjuster JulianDate 6-29-98

INSURED

PHONE

POLICY OR CLAIM NO.

CLAIMANT

State of TX

OLD DAMAGE

POINT OF IMPACT



INSPECTION LOCATION

Auto auto

REPAIR COST

RADIO	☐	CRUISE	☐	CUSTOM WHEELS	☐
NONE	☐	CONTROL	☐	WIRE WHEEL COVERS	☐
AM	☒	TLT WHEEL	☐		
FM STEREO	☒	VINYL TOP	☐	PAINT	<u>good</u>
CASSETTE	☐	ROOF	☐	SHOCK CYL	☐
TRANSMISSION	☐	SUN ROOF	☐	OL BL	☐
AUTOMATIC	☐	MANUAL	☐	TIRES	<u>IF RF</u>
4 SPEED	☐	ELECTRIC	☐	REMAINING %	<u>LR RR</u>
5 SPEED	☐	T-TOP	☐	INTERIOR	<u>good</u>
POWER STEERING	☒	MOON ROOF	☐		
BRAKES	☒				
WINDOWS	☐				
SEATS	☐				
DOOR LOCKS	☒				
FACTORY AC	☐				

AGREED PRICE

\$ 1031.63

BETTERMENT

\$ ✓

DEDUCTIBLE

\$ ✓

TOTAL DED.

\$ ✓

SETTLEMENT AMOUNT

\$ 1031.63

TOTAL LOSS BASIS

BOOK VALUE

\$ ✓

MARKET VALUE

\$ ✓

TRANSPORTATION VALUE

\$ ✓

A.G.V.

\$ ✓

DEDUCTIBLE

\$ ✓

SETTLEMENT AMOUNT

\$ ✓

SPECIAL EQUIPMENT

NUMBER OF DAYS TO REPAIR 3☐ NADA☐ RED BOOKTOTAL LOSS
TRANSPORTATION VEHICLE ONLYSALVAGE POOL
☐ YES ☐ NO

NAME OF POOL

PERMISSION
☐ YES ☐ NO

BY WHOM

DEALERSHIP

PHONE

DESCRIPTION OF AUTO

CASH PRICE

STOCK

YES NO

SALVAGE BIDS: ☐ PHONE LISTED BELOW☐ MAIL REQUESTED FROM BELOWSALVAGE MOVED: ☐ YES ☐ NO

BUYER

PHONE NO.

BID

REMARKS (explain here how arrived at book value)

collision damage to LR door - rear chair does not have copy - vehicle
at a mechanical shop not a body shop

DATE ASSIGNED

6-26

DATE INSPECTED

6-29

INSPECTION MADE BY

Blumfeld

SHOP COPY OF ESTIMATE HAS BEEN:

FURNISHED TO SHOP OWNER ☐FURNISHED TO OWNER ☐HELD IN FILE ☒

AS PER ORIGINAL

AUTO TRACK APPRAISERS INC.

2230 ELMGATE

467-8898

HOUSTON, TEXAS

77080

INVOICE 31241-GB

CLAIM NO. 011480-000747-00

INS. CO. Gallagher Bassett ASSURED _____
 STREET ADDRESS 1800 W. Loop CLAIMANT STATE of TEXAS
 CITY Houston STATE Tx ZIP 77027 DATE 6-29-98

ADJUSTER

Julia

FEE.

MILEAGE.

PHOTOS.

MISC.

~~SALES TAX~~

DATE ASSIGNED

6-26

DATE INSPECTED

6-29

Thank You

TOTAL \$

6500133011007503008880

AS PER ORIGINAL

18/2

MARSHA P. GAINES

Fort Bend County Tax Assessor/Collector
P.O. Box 399 Richmond, Texas 77406-0399
(713) 341-3710 Fax (713) 341-9267

To: **Judge Michael D. Rozell**
Commissioner R. L. O'Shieles – Precinct 1
Commissioner Grady Prestage – Precinct 2
Commissioner Andy Meyers – Precinct 3
Commissioner Bob Lutts – Precinct 4
Dianne Wilson – County Clerk ✓
Robert Grayless- County Auditor
Ben "Bud" Childers – County Attorney
James W. Edwards – Budget Officer

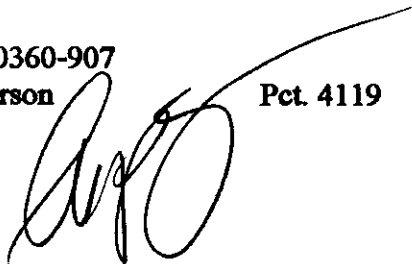
From: **Marsha P. Gaines**

Re: **Commissioners Court Agenda**

Date: **July 10, 1998**

Please place the following on the July 28, 1998 Commissioners Court Agenda:

1. **Record the June 1998, monthly report in the minutes**
2. **Consider and approve the following Over \$500.00 refunds:**
 - a) **Victor & Mary Burrer \$600.98**
Account #1500-01-001-0800-907
Credit 1997 Homestead & Over 65 Pct. 4042
 - b) **Ralph K. Stanley \$629.10**
Account #1271-02-003-0360-907
Credit 1997 Disabled Person Pct. 4119



State Property Tax Board
Tax Refund Application 31.11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:

Name: Victor S. & Mary V. Burrer
Address: 206 Venice St., Sugar Land, TX 77478-3255
Telephone Number (If additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: Belknap S/D Sec 1, Block 1, Lot 8, Acres .265
Address or Location of Property: 206 Venice St.
Account Number of Property: 1500-01-001-0800-907 or Receipt #: 98011950984

INFORMATION OF PAYMENT ON TAXES:

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1997</u>	<u>01/07/98</u>	<u>\$600.98</u>	<u>\$600.98</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1997 -- Credit Homestead & Over Sixty-Five Exemptions per Supplement #10.

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

Virginia M. Burrer 6/22/98
Signature Date of Application of Tax Refund
Mary Virginia Burrer

DETERMINATION OF TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for _____ Date _____
Refund Applications over \$500

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31.11

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

OFFICIAL TAX RECEIPT

PROPERTY OWNER:

BURRER VICTOR S & MARY V
206 VENICE ST - ~~situs~~
SUGAR LAND, TX 77478-3255

ACCOUNT # 1500-01-001-0800-907
AS OF 1997 VALUE: \$95,530
LEGAL BELKNAP S/D SEC 1, BLOCK 1,
LOT 8, ACRES .265

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
97	FBC-DF	39.17	.00	.00	39.17
97	FBC-GF	561.81	.00	.00	561.81
97	FBC-DF	39.17-	.00	.00	39.17-
97	FBC-DF	39.17	.00	.00	39.17
97	FBC-GF	561.81-	.00	.00	561.81-
97	FBC-GF	561.81	.00	.00	561.81

PAID BY:

BURRER VICTOR S & MARY V
206 VENICE ST
SUGAR LAND, TX 77478-3255

\$ 600.98
credit H/S + O/A
LHS-31350
IHS-64180

POSTED 01/23/98

EFFECTIVE 01/07/98

precinct # 4042
See attached Signal Form

CAD # R52839
EXEMPTIONS HS/SR

RECEIPT # 98011950984
COLLECTED \$600.98

TOTAL APPLIED TO:

LEVY	\$600.98
P & I	.00
FEE	.00
TOTAL	\$600.98

State Property Tax Board
Tax Refund Application 31.11 (4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor/Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, TX 77406-0399
Address: City, State, Zip

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:

Name: Stanley, Ralph K. Jr.
Address: 4235 Austin Meadow Dr., Sugar Land, TX 77479-3037
Telephone Number (If additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: Austin Meadows Sec 2, Block 3, Lot 36
Address or Location of Property: 4235 Austin Meadow Dr.
Account Number of Property: 1271-02-003-0360-907 or Receipt #: 98011910593

INFORMATION OF PAYMENT ON TAXES:

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
<u>FBC</u>	<u>1997</u>	<u>12/27/97</u>	<u>\$1,139.73</u>	<u>\$629.10</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Taxpayer's reason for refund (attach supporting documentation) 1997 -- Credit Disability
Exemption (already has Homestead) per Supplement #11.

"I hereby apply for the refund of the above described taxes and certify that the information I have
given on this form is true and correct."

Signature

Ralph K. Stanley Jr.
Date of Application of Tax Refund 6/22/98

DETERMINATION OF TAX REFUND: _____ Approval

_____ Disapproval

Signature of Authorized Officer _____

_____ Date

Signature of Presiding Officer(s) of Taxing Unit(s) for
Refund Applications over \$500 _____

_____ Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5000 or both such fine and imprisonment; 2. Confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31.11

PROPERTY TAX COLLECTIONS FOR:

FORT BEND COUNTY

OFFICIAL TAX RECEIPT

PROPERTY OWNER:

STANLEY RALPH K JR
4235 AUSTIN MEADOW DR-*side*
SUGAR LAND, TX 77479-3037

²³
6-17-98
Supl 11

ACCOUNT # 1271-02-003-0360-907
AS OF 1997 VALUE: \$226,460
LEGAL AUSTIN MEADOWS SEC 2, BLOCK
3, LOT 36

\$ 629.10

LHS-41800

IHS-184660

CR D/P, already has H/S

POSTED 01/07/98

EFFECTIVE 12/27/97

precinct # 4119
See attached Signed Form

CAD # R145455
EXEMPTIONS HS/DS

RECEIPT # 98011910593
COLLECTED \$1,139.73

YEAR	UNIT	Levy Paid	P & I	FEES	PAYMENT
97	FBC-DF	74.28	.00	.00	74.28
97	FBC-GF	1,065.45	.00	.00	1,065.45
97	FBC-DF	74.28-	.00	.00	74.28-
97	FBC-DF	33.28	.00	.00	33.28
97	FBC-DF	41.00	.00	.00	41.00
97	FBC-GF	1,065.45-	.00	.00	1,065.45-
97	FBC-GF	477.35	.00	.00	477.35
97	FBC-GF	588.10	.00	.00	588.10

PAID BY:

STANLEY KENNETH
4235 AUSTIN MEADOW DR
SUGAR LAND, TX 77479

TOTAL APPLIED TO:

LEVY	\$1,139.73
P & I	.00
FEE	.00
TOTAL	\$1,139.73

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES
COUNTY CODE 79

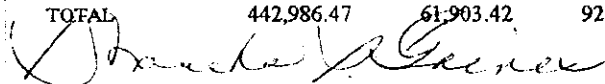
COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FT. BEND COUNTY

DURING THE MONTH OF JUNE, 1998

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF JUNE 1998, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

	CURRENT PAYMENTS	CURRENT P & I	DELINQUENT PAYMENTS	DELINQNT P & I	CURRENT BACKOUTS	CURRENT B/O P&I	DELINQUENT B/O	DELINQUENT B/O P&I	CURRENT CANCEL PAY	CURRENT C/P P&I	DELINQUENT CANCEL PAYMT	DELINQUENT C/P P&I	TRANSFER PYMTS.	TOTAL
STATE	-	-	0.63	-	-	-	-	-	-	-	-	-	-	0.63
COUNTY	357,691.37	49,757.71	52,843.72	21,051.55	(138,941.95)	(524.41)	-	-	(7,178.00)	(969.38)	(4,094.78)	(1,860.45)	-	327,775.38
DRAINAGE	24,937.40	3,469.16	4,184.33	1,871.06	(9,686.49)	(36.63)	-	-	(500.42)	(67.58)	(320.98)	(161.91)	-	23,687.94
LR & FC	-	-	1,223.70	833.68	-	-	-	-	-	-	(120.67)	(80.23)	-	1,856.48
W C JR COLL	4,954.59	697.87	836.30	365.63	(123.73)	-	-	-	(38.26)	(4.98)	(21.48)	(7.31)	-	6,658.63
FEES-ATTORNEY	173.48	-	14,959.38	-	-	-	(6.93)	-	-	-	(1,044.07)	-	-	14,081.86
FB PKW	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FFD #1	1,095.30	156.21	352.37	172.75	(0.13)	-	-	-	(56.47)	(7.34)	(202.26)	(90.24)	-	1,420.19
OFD #2	76.41	11.16	7.04	2.62	-	-	-	-	-	-	-	-	-	97.23
FULSHEAR	1,259.39	177.05	20.05	17.84	(24.00)	(2.16)	-	-	-	-	-	-	-	1,448.17
RICHMOND	11,215.99	1,604.57	2,338.61	1,318.54	(1,354.19)	(2.03)	-	-	-	-	-	-	-	15,121.49
ROSENBERG	25,925.32	3,779.14	4,208.86	1,679.62	(3,603.19)	(8.01)	-	-	-	-	-	-	-	31,981.74
BEASLEY	585.13	82.94	-	-	-	-	-	-	-	-	-	-	-	668.07
UNL RDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ORCHARD	74.83	11.22	-	-	-	-	-	-	-	-	-	-	-	86.05
ARCOLA	7,962.08	1,186.63	5,013.49	2,806.37	-	-	(28.68)	(17.49)	-	-	-	-	-	16,922.40
KENDLETON	698.94	97.41	336.94	191.15	(12.94)	(0.29)	-	-	-	-	-	-	-	1,311.21
ED-KENDLETON	-	-	388.24	131.13	-	-	-	-	-	-	-	-	-	519.37
KENDLETON-ISR	6,336.24	872.35	6,086.23	2,678.69	(530.14)	(15.75)	-	-	-	-	-	-	-	15,427.62
TOTAL	442,986.47	61,903.42	92,799.89	33,120.63	(154,276.76)	(589.28)	(35.61)	(17.49)	(7,773.15)	(1,049.28)	(5,804.24)	(2,200.14)	0.00	459,064.46

 TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____ A.D. 19____ COUNTY CLERK,
FORT BEND COUNTY, TEXAS.

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

COUNTY AUDITOR, FORT BEND COUNTY, TEXAS



ENGINEERING
Fort Bend County, Texas

19

D. Jesse Hegemier
County Engineer

7/27/98

~~July 24, 1998~~

Revised

Please throw the other
one away.

Thanks!

MJHwa

Commissioner Bob Lutts
Fort Bend County Precinct 4
12919 Dairy Ashford Road
Sugar Land, Texas 77478.

RE: River Forest, Section 2 & 3, Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for July 28, 1998.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Nathan D. Hatcher".

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File

19/2



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

July 24, 1998

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

RE: Cinco Ranch Meadow Place, Section 4, Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for July 28, 1998.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Hatcher".

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



COUNTY PURCHASING AGENT

Fort Bend County, Texas

#20

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

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

July 22, 1998

TO: Office of the County Judge
Fort Bend County, Texas

A handwritten signature in black ink, appearing to be "G. Jalomo", is written over the "TO:" line.

SUBJECT: Agenda Items Commissioners Court July 28, 1998

1. Authorize advertising for bids:
 - a. Janitorial Services, Courthouse complex.
 - b. Redi-mix concrete.
2. Consider granting exemption to the competitive bid process as authorized by Sec. 262.024 Texas Local Government Code for a Professional Service - Audit Service of County's health care plan; and, consider accepting contract from Wolcott & Associates for Audit Services of County's health care plan.
3. Consider taking action on Bid #98-057 - Lease of Snack Room Wm. Travis Bldg.
4. Consider taking action on Q98-055 -
Facilities Utilization Consultant

draft

July 13, 1998

Mr. Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent
Fort Bend County
500 Liberty Street, Suite 103
301 Jackson
Richmond, Texas 77469

Dear Mr. Jalomo:

We were pleased to learn that Fort Bend County has selected Wolcott & Associates, Inc. to conduct audit services for the County's self-funded health care plan. The initial purpose of this letter is to describe the services we will provide to address the following:

- NHA's management of claims that exceeded the specific deductible during 1996;
- NHA's processing of certain types of claims, such as claims from podiatrists and claims paid after December 31, 1996;
- NHA's claim processing accuracy during 1996;
- HAS's processing of claims during the early part of 1997;
- HAS's claim processing accuracy since January, 1997;
- Annual statistical measurement of claim processing accuracy and timeliness for the plan; and
- Annual actuarial valuation and COBRA rate calculation services for the plan.

In addition, the purposes of this letter are to present timing and fee information for each of these services.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 2

draft

BACKGROUND INFORMATION

Fort Bend County sponsors a self-funded health care plan for employees and their eligible dependents. Health Administration Services, Inc. (HAS) began processing claims for the plan as of January 1, 1997. Prior to that date, claims were processed by NHA.

During 1996 the plan was protected by specific stop-loss insurance underwritten by Sun Life Insurance Company. The coverage had a \$75,000 deductible and had been issued on a paid claim basis for the 12 month period ended December 31, 1996.

Approximately 13 participants and/or dependents incurred claims during 1996 that exceeded the \$75,000 deductible. Many of these claims appear to have been processed toward the end of 1996. As with other benefit checks, the procedure was for NHA to issue checks for claim payments using a County checking account established specifically for that purpose.

The checking account was established on a zero balance basis. That is, the bank transferred County funds from other account(s) to this checking account as checks were presented for payment. This is a common practice by banks for clients with multiple accounts and it assures prompt issuance of benefit checks without the need to manually request funds each time benefit checks are issued.

Based on information developed by County personnel and Mr. Dennis McMahon, the County's benefits consultant, a number of benefit checks for claims processed by NHA late in 1996 may not have actually been received by the providers of services. These included approximately \$180,000 in payment for services provided to individuals whose claims had exceeded the \$75,000 deductible under the stop-loss insurance.

Under the terms of the stop-loss policy, Sun Life will reimburse the plan for claim payments made to or on behalf of any individual during the policy period (January 1, 1996 through December 31, 1996) that exceeded \$75,000. The County has not received reimbursement for all such claims.

Sun Life has declined to reimburse the plan because there is no evidence the payments were ever made. While the checks appear on the check register prepared by NHA, a group of checks remain uncashed, more than 18 months after issue.

The County has been unable to develop information to confirm that the checks were ever printed or mailed by NHA. However, clearly the County has incurred a major loss and believes it is entitled to recover from Sun Life and/or NHA.

The County also has expressed concern about the overall accuracy of claim processing by NHA and HAS, particularly during the period just after January 1, 1996 when both organizations were processing plan claims.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 3

In addition to a desire to investigate prior plan administration, the County believes it is prudent to evaluate the plan periodically and has expressed interest in retaining the services of an employee benefits firm to conduct annual audits and to perform annual actuarial valuations for the plan.

Wolcott & Associates, Inc. has been selected to describe the services we would provide to assist the County and to negotiate a contract for the provision of those services. At your request, we have developed this letter.

STOP-LOSS CLAIMS

The County has not received reimbursement for what is believed to be at least \$180,000 in claims filed against the specific stop-loss coverage, and the County has no information regarding the possibility of recovery under the aggregate coverage.

The services we propose to provide regarding the stop-loss claims are as follows:

- Gain a detailed understanding of the provisions of the stop-loss coverage and the administrative services agreement between the County and NHA.
- Obtain all stop-loss claim filings made by NHA and: (1) audit each for completeness and accuracy, (2) determine the status of all stop-loss claims and (3) confirm with the County the receipt of payments made by Sun Life.
- Search old NHA claim files to identify any specific stop-loss eligible claims that have not been filed with Sun Life for 1996.
- Interview NHA personnel to obtain information regarding the check issuance procedures and gain information regarding the possibility that the checks were never produced.
- Conduct a physical search of all County records held by NHA in an attempt to locate the checks or any evidence that they were ever produced.
- Calculate the magnitude of the unpaid stop-loss claims based on the assumption that all claims were paid on a timely basis by NHA.
- Calculate the aggregate stop-loss deductible based on enrollment records and policy factors and compare the results to the sum of eligible claims during 1996 to determine if an aggregate claim should have been filed.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 4

Following the completion of the services described above, we will prepare a detailed report presenting our findings and discussing recommendations for recovery action.

JUDGMENTAL - NHA CLAIM AUDIT

The County has a concern that NHA may not have paid certain claims correctly based on the plan provisions. Mr. McMahon mentioned podiatric claims as an example. There also appears to be confusion as to when NHA's services were to terminate and which claims should have been paid by HAS.

The scope of our services in this regard will include:

- Meeting with the County and Mr. McMahon to identify types of claims that may not have been paid properly by NHA.
- Selecting a sufficient number of each claim type to permit observation from among the claims processed by NHA.
- Manually auditing each selected claim based on the plan document and available NHA records regarding deductible and coinsurance status.
- Comparing the results to the amount paid for each selected claim by NHA.
- Obtaining and reviewing the agreement between NHA and the County describing the services to be performed upon termination of the agreement in order to gain a thorough understanding of which claims were to be paid by NHA.
- Interviewing NHA personnel to determine what services were actually performed.
- Manually searching claim documents at NHA to confirm the extent of claim payments late in 1996 and early 1997.
- Researching paid claim reports at the County (prepared by HAS) to determine if such claims appear to have also been paid by HAS.

Following the completion of these services, we will present our findings and recommendations in a written report.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 5

draft

STATISTICALLY VALID RANDOM AUDIT - NHA

In order to measure the overall accuracy of claims processed by NHA during 1996, we will select a statistically valid random sample of claims previously processed by NHA and conduct a detailed recalculation of each.

The sample will be selected so as to permit us to express, with 95% confidence, the frequency of error in the population with a precision of + or - 3%.

Each sample claim will be manually recalculated to verify that proper payment has been made based on Plan provisions. This process will include verification of allowable charges and services against the Plan provisions, verification of deductible and coinsurance satisfaction based on a review of the payment history for the patient and verification of benefit coordination based on Coordination of Benefit (COB) data provided by employees. Steps in the test work process include:

- **Nature of Claim** - claim documents will be reviewed to determine if the claim is subject to pre-existing conditions or other limitations and that it was processed appropriately, based on the nature of the claim (e.g. accident, sickness or dental).
- **Other Carrier Liability** - each claim will be reviewed along with other family claim data to determine the existence of other carrier liability (COB, Workers' Compensation, no-fault or subrogation).
- **Payment and Payee Accuracy** - the results of each recalculation will be compared to actual payments and payees will be compared to participant and provider data as well as benefit assignment requests on claim documents.
- **Duplicate Payments** - prior payment histories and paid claim listings will be checked for duplicate service dates, patients, diagnosis and procedure codes, and providers to determine the extent to which duplicate payments have occurred.
- **Reasonable and Customary Charges** - each sample claim involving professional services will be checked against reasonable and customary and managed care contractual fee limits established for the Plan based on the procedure code and postal zip code to determine the extent to which benefit payments have exceeded reasonable and customary limits or other contractual limits.
- **Hospital Charges** - each hospital bill in our sample will be reviewed to determine the appropriateness of admission and length of stay and if hospital bill audit procedures have been followed. If during our audit we identify claims which in our judgment should have been submitted for medical necessity review or hospital

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 6

bill audit, we will request the review or audit be performed in compliance with established procedures.

- **Surgery**- each selected claim involving a surgical procedure will be reviewed to determine compliance with established procedures regarding second surgical opinion and the use of ambulatory facilities.
- **Managed Care** - each claim will be reviewed to determine that appropriate referral procedures were followed and that the payment agrees with the contractual fee agreements.
- **Documentation** - each selected claim will be evaluated to determine that all appropriate material needed to properly adjudicate the claim was available prior to actual payment. Documents are also evaluated to determine if there is any evidence of alteration or other fraudulent activity.

Following the completion of our test work, results are evaluated. The following analysis will be performed and summarized in the final report:

- Analysis of payment and denial errors by type to indicate frequency and dollar amounts associated with each type. The analysis will distinguish between over and underpayments and denials and will address our evaluation of the reason for the error.
- Comparison to available industry norms and the results of similar audits conducted by Wolcott & Associates, Inc. will be presented.

We will extend the results of the samples to the population to estimate the value of benefits that should have been paid during the period. This estimate will then be compared to the actual disbursements to determine if the actual disbursements are within the precision range of the expected results.

Claim Processing Timeliness

Each claim in our sample will also be reviewed to determine the elapsed time required to process. Elapsed time will be measured from the date the claim is received to the date the check and/or EOB are mailed.

It is our practice to present processing time data to show numbers of claims and percentages paid in seven day intervals from the date of receipt. Claims requiring more than 14 calendar days to process will be evaluated to determine the reason for delay.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 7

draft

HAS AUDIT

HAS began processing claims as of January 1, 1997. Concern has been expressed regarding the terms of the HAS agreement relating to which claims HAS had responsibility for paying and what claim history NHA provided. Our services will address both these issues and the measurement of claim processing accuracy and timeliness of claim payments by HAS.

Transition Period

To gain information regarding HAS's responsibility, we will:

- Review in detail the HAS services agreement to gain a clear understanding of the services HAS agreed to perform as of January 1, 1997.
- Interview HAS personnel to determine what services were actually performed and to gain an understanding of what information was provided by NHA.
- Select a sample of claims processed during January 1997 to confirm that HAS was processing claims for which they had contracted, that the claims were paid properly and compare these claims to data from NHA to determine if such claims had been paid twice.
- Evaluate the magnitude of the data provided by NHA to determine if adequate information was available to permit HAS to accurately process claims.

A written report will be prepared at the conclusion of these services to describe our findings.

Random Audit

To measure the claim payment accuracy and timeliness of payments by HAS, we will select a random sample of prevailing processed claims and reprocess each claim. As for the NHA random audit, we will select the sample to develop 95% confidence with a precision of + or -3%

In the interest of brevity, the scope will conform to the scope described under **STATISTICALLY VALID RANDOM AUDIT - NHA**. It is not reproduced here.

We believe it may be appropriate to measure HAS's performance during a current 12 month period, such as July 1, 1997 through June 30, 1998. Such a period would exclude the start up period and should be more reflective of their performance currently.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 8

Our written report will detail our findings and present our recommendations for improvement, if appropriate.

ANNUAL AUDIT

We believe it is prudent to conduct both a financial and an operational audit of a self-funded health care plan on an annual basis. We do not perform financial audits.

While the County and Mr. McMahon may wish to modify the scope, we propose repeating the scope of the random audit previously discussed. In the interest of brevity, the scope is not repeated.

ACTUARIAL SERVICE

We believe it is important to conduct an annual actuarial valuation for a health care plan so as to:

- Determine the plan's incurred claim liability for financial statement purposes,
- Estimate future year costs and
- Establish COBRA rates in compliance with the Internal Revenue Code.

In this regard, we propose the services described below.

Incurred Claim Liability

At any point in time under a self-funded health care plan, claims have been incurred but payment has not yet been made. While the plan is liable for these payments, their magnitude is unknown. Using sound actuarial principles, making appropriate assumptions and reviewing claim payment patterns; a qualified health care actuary can develop a reasonable estimate of the magnitude of this liability.

Such information is vital to those responsible for assuring that the plan is adequately funded.

We will perform the following services:

- Gather historical claim and participant data,
- Review prior and current plan provisions,

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 9

- Develop reasonable assumptions regarding the elapsed time between the date claims are incurred and the date they are paid,
- Prepare an actuarial estimate of plan liabilities as of December 31.

The results of this process will be presented in a written report.

Estimate Future Year Costs and COBRA Rates

In addition to estimating incurred claim liability, actuaries can develop sound estimates of costs for future periods. These estimates are valuable to those responsible for budgeting future plan costs and establishing employee contribution rates.

Our services in this regard will include:

- Gathering participant data and historical claim data, plus information regarding potential large claims and the magnitude of the specific stop-loss deductible anticipated for the future year.
- Establishing an appropriate rate of medical plan cost increases based on:
 - Plan provisions,
 - Cost shifting,
 - Technology improvements, and
 - Utilization trends.
- Estimating plan administration and insurance costs based on current agreements and knowledge of the industry.
- Projecting aggregate plan costs and developing monthly funding rates for each coverage class.

COBRA rates must be established each year using one of two methods described in the Internal Revenue Code. Using data developed from the actuarially established funding rates described above, we will calculate the appropriate COBRA rates in accordance with the IRC.

TIMING OF OUR SERVICES

The County is interested in beginning the portions of the audit that relate to NHA's activities as soon as possible. With that in mind, we propose the following schedule for work related to the NHA claims.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 10

SERVICE

Review Documentation

Sample Definition and Selection

On-site Audit at NHA

- Stop-loss Claims
- Targeted Sample
- Random Sample

Report Preparation

Present Report

TIMING

Week of August 3

Week of August 3

Weeks of
August 10 and
August 17

Week of August 24

September 3

We anticipate performing the HAS transition period work and initial random audit following the delivery of the NHA audit report. However, at your request, the work may be scheduled to begin earlier. Our proposed schedule is as follows:

SERVICE

Request Claim History and
Select Random Sample

Review Service Agreement and
Conduct Interviews

Onsite Audit at HAS
Targeted and Random

Evaluate Findings

Report Preparation

Present Report

TIMING

September 5

Week of September 8

Week of September 14

Week of September 21

Week of September 28

October 8

The annual audit and actuarial services will be scheduled to conform with the needs of the County. We believe the audit work should precede the renewal negotiations with HAS. The incurred liability calculation should be performed prior to the completion of the annual financial audit. The remainder of the actuarial work should precede the commencement of each plan year.

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 11

Post-it® Fax Note	7671	Date	7-20	# of pages	▶
To	DENNIS McMAHAN		From	R WOLCOFF	
Co./Dept.			Co.		
Phone #			Phone #		
Fax #	281-359-3210		Fax #		

FEE AND EXPENSE ESTIMATES

It is our practice to develop a known fee and expense in advance for each audit and actuarial project prior to commencing the work. We can and will do this for the annual audit and actuarial services described above.

However, the nature of the NHA audit work and the initial HAS audit work is such that we find it difficult to accurately predict the number of hours that will be required to complete the services. We have presented below the hourly rates for our services.

STAFF POSITION

HOURLY RATE

	<u>In-Town</u>	<u>Out-of-Town</u>
Project Manager	\$150	\$154
Actuary	150	154
Senior Auditor	100	104
Staff Auditor	80	84
Actuarial Assistant	60	64
Technical Assistant	40	44

In addition to our hourly fees, we are reimbursed for airline transportation to Houston. The County will provide local transportation and lodging.

We are able to calculate an absolute fee and expense for the annual audit and actuarial services. However, these services will not be performed for several months. While we would prefer to wait a few months to issue a guaranteed price, if the services were to be performed in August or September 1998, our fees and expenses are presented below

SERVICE

GUARANTEED FEE AND EXPENSE

Annual Audit	\$9,500
Actuarial Services	7,500

It is our practice to submit progress billings at the end of each calendar month and a final billing upon completion of our agreed upon services.

* * * * *

**** Transmit Conf. Report ****

P.1

Jul 16 '98 10:36

Telephone Number	Mode	Start	Time	Pages	Result	Note
912813593210-/32223	NORMAL	16,10:17	18'02"	13	* O K	

07/14/1998 16:31 9134914974

WOLCOTT

PAGE 01

FAX TRANSMISSION

WOLCOTT & ASSOCIATES, INC.
7800 WEST 110TH STREET, SUITE 100
OVERLAND PARK, KANSAS 66210
913-661-9440
FAX: 913-491-4974

To: Mr. Gilber Jalomo, Jr., CPPB **Date:** July 14, 1998
Fax #: 281-341-8645 **Pages:** 13, including cover
From: Sue
Subject:

COMMENTS:

Dear Mr. Jalomo:

Attached is a draft of our audit services for your review.

Ray will be back in the office on Friday if you would like to call and discuss with him.

Thank you.

FAX TRANSMISSION

WOLCOTT & ASSOCIATES, INC.
7800 WEST 110TH STREET, SUITE 100
OVERLAND PARK, KANSAS 66210
913-661-2440
FAX: 913-491-4974

To: Mr. Gilber Jalomo, Jr., CPPB **Date:** July 14, 1998
Fax #: 281-341-8645 **Pages:** 13, including cover
From: Sue
Subject:

COMMENTS:

Dear Mr. Jalomo:

Attached is a draft of our audit services for your review.

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Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 11

draft

FEE AND EXPENSE ESTIMATES

It is our practice to develop a known fee and expense in advance for each audit and actuarial project prior to commencing the work. We can and will do this for the annual audit and actuarial services described above.

However, the nature of the NHA audit work and the initial HAS audit work is such that we find it difficult to accurately predict the number of hours that will be required to complete the services. We have presented below the hourly rates for our services.

<u>STAFF POSITION</u>	<u>HOURLY RATE</u>
Project Manager	\$150
Actuary	150
Senior Auditor	100
Staff Auditor	80
Actuarial Assistant	60
Technical Assistant	40

In addition to our hourly fees, we are reimbursed for all necessary out-of-pocket expenses. Our staff does not charge for time spent traveling. However, we are reimbursed for the actual cost of out-of-town travel.

Based on our understanding of the services requested regarding the NHA audit plus the transition and initial audit work at HAS, we estimate the fees and expenses to approximate the amounts presented below.

<u>SERVICE</u>	<u>SEE ESTIMATE</u>	<u>EXPENSE ESTIMATE</u>
NHA Stop-loss Claims	\$13,000*	\$2,200*
NHA Targeted Audit and NHA Statistical Audit	10,000*	2,000*
HAS Transitional Period and Statistical Audit	10,000	2,000

*Assumes all work performed as one project.

We are able to calculate an absolute fee and expense for the annual audit and actuarial services. However, these services will not be performed for several months. While we would prefer

Mr. Gilbert Jalomo, Jr., CPPB
Fort Bend County
Page 12

to wait a few months to issue a guaranteed price, if the services were to be performed in August or September 1998, our fees and expenses are presented below

<u>SERVICE</u>	<u>GUARANTEED FEE AND EXPENSE</u>
Annual Audit	\$9,500
Actuarial Services	7,500

It is our practice to submit progress billings at the end of each calendar month and a final billing upon completion of our agreed upon services.

* * * * *

We appreciate this opportunity to describe our services to Fort Bend County. We look forward to working with you in the near future.

Yours truly,

WOLCOTT & ASSOCIATES, INC.

Ray Wolcott, Jr., C.F.E.
President

ROW:sjw



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

TO: Each Member
Commissioners Court

FROM: Gilbert D. Jalomo, Jr.

SUBJECT: Lease Snack Room

DATE: July 22, 1998

A handwritten signature in black ink, appearing to read "Gilbert D. Jalomo, Jr.", is written over a long, thin horizontal line that extends from the signature area towards the top right of the page.

Bids for the above subject matter open Monday July 27, 1998 at 1:30 PM. I will provide each of you with a tabulation Monday afternoon.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

TO: Each Member
Commissioners Court

FROM: Gilbert D. Jalomo, Jr.

SUBJECT: Facilities Utilization Consultant

DATE: July 22, 1998

A handwritten signature in black ink, appearing to read "Gilbert D. Jalomo, Jr.", is written over the "FROM:" line of the memo. The signature is stylized and extends upwards and to the right.

Two Qualification Statements were received for the above subject matter from the following firms:

DSA Di Stefano/Santopetro Architects, Inc.
Saliger Engineering Corporation

Recommendation: Readvertise for Qualification Statements.

20/3

Tabulation

**Lease of Snack Room
1st Floor Wm. B. Travis Bldg.
Bid #98-057**

<u>Offeror</u>	<u>Style of Operation</u>	<u>Monthly Bid Price</u>
Suzy Wood P.O. Box 781 Needville, TX 77461 (409) 793-3381	*Cafeteria/Deli	\$700.00
Italian Maid Cafe 300 Morton St. Richmond, TX 77469 (281) 232-6129	Deli	\$375.00
PJ's Po Boy Place P.O. Box 954 Missouri City, TX 77489 (281) 438-7388	Deli	\$255.00

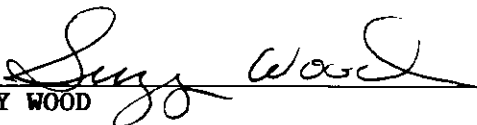
Recommendation: Commissioners Court authorize County Purchasing Agent and County Attorney to conduct contract negotiations with Suzy Wood. Final negotiated contract will be presented to Commissioners Court for consideration and action.

*Suzie Wood proposal attached.

SUZY'S DELI

- * I PROPOSE A LEASE BID OF \$ 700.00 MO., BASED ON MY OBSERVATION OF SEVERAL VISITS IN THE NOW EXISTING DELI.
- * MY PROPOSAL WOULD BE BASED ON A COMBINATION OF HOT ENTREES CAFETERIA STYLE AND DELI STYLE WITH SOUP AND SANDWICHES.
- | EX: | <u>BREAKFAST</u> | <u>LUNCH</u> | <u>SNACKS</u> |
|-----|-------------------|------------------------|---------------|
| | BREAKFAST TACOS | ROAST BEEF, POTATOES & | COOKIES |
| | EGG SANDWICHES | CARROTS | BROWNIES |
| | SAUSAGE BISCUITS | DELI SANDWICHES & SOUP | |
| | DONUTS & PASTRIES | | |
- * EQUIPMENT: ROASTERS, CROCK POTS, ELECTRIC SKILLET, FOOD WARMER SHOWCASE, CONVECTION OVEN, MICROWAVE
- * EXPERIENCE: 19 YEARS IN THE RESTAURANT / CAFE BUSINESS, LAST 9 YEARS FOR THE SAME EMPLOYER. I HAVE SET UP THE KITCHEN FOR AND TRAINED THE STAFF AT 5 DIFFERENT LOCATIONS. I WILL BE BRINGING WITH ME A TRAINED STAFF OF 2 PEOPLE THAT CURRENTLY WORK WITH ME.
- * INSURANCE: ENCLOSED IS A QUOTE FROM MY INSURANCE CARRIER.

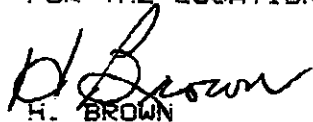
THANK-YOU,


SUZY WOOD

JULY 20, 1997

TO WHOM IT MAY CONCERN:

I HAVE DISCUSSED THE POSSIBILITY OF INSURING SUZIE WOOD FOR
LIABILITY INS THE AMOUNT OF 300,000 AND FIRE INSURANCE TO
INCLUDE SMOKE IN THE AMOUNT OF 100,000. THIS COVERAGE IS
FOR THE LOCATION OF THE WILLIAM TRAVIS ANNEX BUILDING.



H. BROWN
BROWN & ASSOCIATES
2315 AVENUE H.
ROSENBERG, TEXAS 77471

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE YEAR
1998

On this the 28 day of July, 1998 at a _____ Session
of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Mike D. Raul
K. L. Allen
Proctor Prestage
W. B. Meyers
Port Jantz

Now, therefore, be it resolved upon the motion of Commissioner Meyers
seconded by Commissioner Prestage, duly put and carried, it is ordered that
the bills be approved as presented by Robert Grayless, County Auditor.

***** APPROVED *****

Robert Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

#22/2

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIM

On this 28 day of July, 1998, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner D'Shields, duly put and carried;

IT IS ORDERED that the County of Fort Bend shall pay, as soon as possible, to ROSWELL MOORE, JR., the sum of THIRTY AND NO/100 DOLLARS (\$30.00) for and in consideration of a compromise settlement agreement to be entered into between FORT BEND COUNTY and ROSWELL MOORE, JR. However, such payment shall never be construed as an admission of liability on the part of FORT BEND COUNTY and/or its successors and assigns, or its officers and employees, and/or its, his, her, or their agents, servants, successors, assigns, heirs, executors, administrators, or other persons, firms, corporations, associations or partnerships, by whom any alleged liability is expressly denied, since said payment is in compromise of a doubtful and disputed claim. (Note to Auditor: Check should be made payable to ROSWELL MOORE, JR. and delivered to the County Attorney).

FORT BEND COUNTY

Michael D. Rozell
Michael D. Rozell, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

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THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIM

On this 28 day of July, 1998, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner O'Shields, duly put and carried;

IT IS ORDERED that the County of Fort Bend shall pay, as soon as possible, to GERALD STREDICK, the sum of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) for and in consideration of a compromise settlement agreement to be entered into between FORT BEND COUNTY and GERALD STREDICK. However, such payment shall never be construed as an admission of liability on the part of FORT BEND COUNTY and/or its successors and assigns, or its officers and employees, and/or its, his, her, or their agents, servants, successors, assigns, heirs, executors, administrators, or other persons, firms, corporations, associations or partnerships, by whom any alleged liability is expressly denied, since said payment is in compromise of a doubtful and disputed claim. (Note to Auditor: Check should be made payable to GERALD STREDICK and delivered to the County Attorney).

FORT BEND COUNTY

Mike D. Rozell

Michael D. Rozell, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

i:\jes\fbccccpay.csa

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIMS

On this 28 day of July, 1998, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner O'Shields, duly put and carried, IT IS HEREBY ORDERED that:

The County Judge is hereby authorized to execute and deliver the settlement agreement attached hereto as Exhibit "A" which is hereby incorporated by reference herein, and to approve such terms and provisions for the full and final settlement of the claims set forth or referenced therein.

FORT BEND COUNTY

Michael D. Rozell
Michael D. Rozell, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

C:\RWM\FBCCCCORD.CSA

ORDER AUTHORIZING SETTLEMENT OF CLAIMS

Exhibit "A"

MUTUAL RELEASE

1. This document is a mutual release of all claims, which is given by Pinpoint Technologies, Inc. ("Pinpoint") in favor of Fort Bend County and Fort Bend County Emergency Medical Services (collectively referred to herein as "Fort Bend County") and by Fort Bend County in favor of Pinpoint.

2. By this Release, Pinpoint releases and forever discharges Fort Bend County from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from all losses or damages of any kind, including attorney's fees and court costs in any way arising from or relating to the licensing agreement entered into between Fort Bend County and Pinpoint on November 25, 1997 and the addendum thereto dated November 25, 1997 (collectively referred to herein as "the licensing agreement") and/or the products or services which are the subject matter of the licensing agreement, occurring prior to the date of this release.

3. By this Release, Fort Bend releases and forever discharges Pinpoint from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from all losses or damages of any kind, including attorney's fees and court costs in any way arising from or relating to the licensing agreement and/or the products or services which are the subject matter of the licensing agreement, occurring prior to the date of this release.

4. In consideration for this release, acknowledged by the signing of this instrument, Fort Bend County agrees to pay to Pinpoint the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) on or before _____.

5. The persons whose signatures appear below declare that they are more than eighteen (18) years of age, that no representations about the nature and extent of their claims or damages have been made by any attorney or agent of any party released, nor have any representations regarding the nature and extent of legal liability or financial responsibility of the parties released induced the persons signing below to make this settlement.

6. Pinpoint acknowledges that by signing this instrument it is releasing Fort Bend County from all claims of any nature whatsoever which have arisen or which could have arisen, relating to the licensing agreement and/or the products or services which are the subject matter of the licensing agreement occurring prior to the date of this release and is also releasing Fort Bend County from any and all liability for any future consequences of any actions or conduct of Fort Bend County occurring prior to the date of this agreement including but not limited to any actions or conduct related to the licensing agreement and the products and services which are the subject matter thereof which may be unknown at this time.

7. Fort Bend County acknowledges that by signing this instrument it is releasing Pinpoint from all claims of any nature whatsoever which have arisen or which could have arisen, relating to the licensing agreement and/or the products or services which is the subject matter of the licensing agreement occurring prior to the date of this release and are also releasing Pinpoint from any and all liability for any future consequences of any actions or conduct of Pinpoint occurring prior to the date of this agreement including but not limited to any actions or conduct related to the licensing agreement and the products and services which are the subject matter thereof which may be unknown at this time.

8. The persons signing below expressly warrant and represent to the parties being released by this instrument as a part of above described consideration that before executing this instrument, they have fully informed themselves of its terms, contents, conditions and effects. They further represent that in making this settlement no promise or representation has been made to them by the parties hereby released or by anyone acting for the parties hereby released, except as is expressly stated in this instrument.

9. The parties signing below acknowledge that they have relied solely and completely upon their own judgment and the advice of their own counsel in making this settlement and that they fully understand that this is a full, complete and final disposition of all claims, including but not limited to claims for losses sustained by the parties signing below arising out of the facts made the basis of the above styled and numbered cause.

for Fort Bend County

for Fort Bend County Emergency Medical Services

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on _____, 1998, by _____

Notary Public, State of Texas

Notary's Printed Name:

Notary's Commission Expires:

Pinpoint Technologies, Inc.

THE STATE OF COLORADO §
 §
COUNTY OF BOULDER §

This instrument was acknowledged before me on _____, 1998, by _____

Notary Public, State of Colorado

Notary's Printed Name:

Notary's Commission Expires:

Tate & Lee, L.L.P.

Attorneys
206 SOUTH 2ND STREET
RICHMOND, TEXAS 77469
(281) 341-0077

Richard L. Tate
Lisa Ann Lee
Margaret A. Brumfield

TELECOPIER (281) 341-1003

June 5, 1998

County Judge's Office
Fort Bend County
Ms. Mandi Bronsell
301 Jackson, Suite 719
Richmond, Texas 77469

Re: Submission of Claim and Request for Hearing Date

Dear Ms. Bronsell:

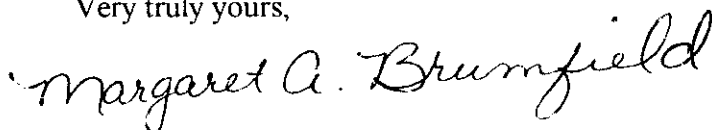
Tate & Lee, L.L.P. has been retained by Pinpoint Technologies, Inc. to represent it in seeking payment from Fort Bend County EMS in the amount of \$69,143.75 for the purchase of RightCAD, interest (1% per month) on the past due amount in the amount of \$ 4,253.74, and attorney fees through May 8, 1998, in the amount of \$2,894.18.

I enclose copies of the following documents for the Court's file:

1. Pinpoint Technologies, Inc. Invoice #424
2. Purchase Order #PC 03400001524, dated October 29, 1997
3. Pinpoint Technologies Software License Agreement dated July 23, 1997
4. Addendum to License Agreement dated November 21, 1997
5. Fort Bend County Attorney's February 3, 1998 letter to Pinpoint
6. Pinpoint Technologies, Inc. February 12, 1998 letter to Fort Bend County EMS
7. County of Fort Bend EMS letter of February 19, 1998 to Pinpoint Technologies

We request that a hearing date be set before the County Commissioner's Court as soon as possible for this matter.

Very truly yours,



Margaret A. Brumfield

MAB/ef
Enclosures

cc: Fort Bend County Attorney's Office
301 Jackson, 6th Floor
Richmond, Texas 77469

EXHIBIT #22
Closed Session #1



PINPOINT TECHNOLOGIES, INC.
4845 PEARL EAST CIRCLE
SUITE 301
BOULDER, CO 80301
(303) 473-9121

Invoice

DATE

INVOICE #

11/25/97

424

BILL TO:

Fort Bend County EMS
4336 Hwy 36
Fort Bend, TX 77471

SHIP TO:

Fort Bend County EMS
4336 Hwy 36
Fort Bend, TX 77471

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			11/25/97			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
	RightCAD	RightCAD			69,143.75	69,143.75

It's been a pleasure working with you!

TOTAL

\$69,143.75

PURCHASE ORDER

P.O. NUMBER: PC 03400001524

SPECIAL INSTRUCTIONS

FROM: FBC PURCHASING DEPARTMENT

KAREN HAJDIK, BUYER II

281-341-3793

FAX (201) 341-8642 OR (261) 341-8645

PAGE #: 01

P.O. DATE: 10 29 97

DELIVER BY: 10 29 97

MEMO: *pg 2/3*

CONFIRMING: NO

FOB: D

BUYER:

03

VENDOR: 650461124

PINPOINT TECHNOLOGIES

4845 PEARL EAST CIRCLE # 301

SHIP TO:

EMERGENCY MEDICAL SERVICE

4336 HIGHWAY 36

ROSENBERG TX 77471

BOULDER

CO 80301

BILL TO:

EMERGENCY MEDICAL SERVICE

4336 HWY 36

ROSENBERG TX 77471-9502

ROBERT DURKIN

*NOTE** THIS ORDER WAS MODIFIED ON 10/29/97

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
001 805 010 034 0340 1400 1010 01 # R1 RIGHTCAD PROFESSIONAL USER LICENSE	2.000 EA 2	6,500.000000	13,000.00
002 805 010 034 0340 1400 1010 01 # RDT, RDT INTERFACE (BASE)	1.000 EA 2	5,000.000000	5,000.00
003 805 010 034 0340 1400 1010 01 # RDT, RDT INTERFACE (VEHICLE)	10.000 EA 2	100.000000	1,000.00
004 805 010 034 0340 1400 1010 01 # GPS, GPS INTERFACE (BASE)	1.000 EA 2	5,000.000000	5,000.00
005 805 010 034 0340 1400 1010 01 # GPS, GPS INTERFACE (VEHICLE) NO CHARGE	10.000 EA 2	0.000000	0.00
006 805 010 034 0340 1400 1010 01 # SSH, SYSTEMS STATUS MANAGEMENT MODULE	1.000 EA 2	7,500.000000	7,500.00

PAGE TOTAL : 31,500.00

SIGNATURE OF PURCHASING AGENT

VENDOR COPY

AS PER ORIGINAL

PURCHASE ORDER

P.O. NUMBER **PC 03400001524**

SPECIAL INSTRUCTIONS:

PAGE #: **02**

P.O. DATE: **10 29 97**

FROM: **FBI PURCHASING DEPARTMENT
KAREN HAJDIN, BUYER II**

PHONE: **341 3793**

DELIVER BY: **10 29 97**

FAX: **(214) 341 8842 OR (214) 341 8845**

BUYER:

03

CONFIRMING:

FOB:

NO

D

SHIP TO:

VENDOR: **650461124**

PINPOINT TECHNOLOGIES

4845 PEARL EAST CIRCLE # 301

EMERGENCY MEDICAL SERVICE

4936 HIGHWAY 36

ROSENBERG TX 77471

BOULDER

ROBERT DURKEN

CO 80301

SHIP TO:

EMERGENCY MEDICAL SERVICE

4336 HWY 36

ROSENBERG TX 77471-9902

***NOTE** THIS ORDER WAS MODIFIED ON 10/29/97**

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
007 805 010 034 0340 1400 1010 01 # ZON, ZONING CAPABILITY	1.000 EA 2	5,750.000000	5,750.00
008 805 010 034 0340 1400 1010 01 # GEO, GEO-DATA (HEU-TX) 5-USER	1.000 EA 2	3,250.000000	3,250.00
009 805 010 034 0340 1400 1010 01 # SEC, GEO-CODING INTERFACE	1.000 EA 2	3,500.000000	3,500.00
010 805 010 034 0340 1400 1010 01 # Q & A, Q&A MODULE	1.000 EA 2	6,250.000000	6,250.00
011 805 010 034 0340 1400 1010 01 # PAC, PAGING	1.000 EA 2	4,750.000000	4,750.00
012 805 010 034 0340 1400 1010 01 # SEC, SECURITY	1.000 EA 2	4,500.000000	4,500.00
013 805 010 034 0340 1400 1010 01 # RPP, PROFESSIONAL REPORTS PACKAGE WITH AD-HOC REPORTING	1.000 EA 2	5,250.000000	5,250.00

PAGE TOTAL : 33,250.00

SIGNATURE OF PURCHASING AGENT

FBCA FORM 1074 (MAY 92)

VENDOR COPY

AS PER ORIGINAL

PURCHASE ORDER

P.O. NUMBER: PC 03400001524

Robert Durkin 10/30

303-473-9128

SPECIAL INSTRUCTIONS:

PAGE: 03

P.O. DATE: 10 29 97

FROM: EDC PURCHASING DEPARTMENT
KAREN MAJDIK, BUYER II

201-341-3793

FAX (201) 341-8642 OR (281) 341-8645

DELIVER BY: 10-29-97

BUYER:

03

VENDOR: 650461124 -

PINPOINT TECHNOLOGIES

4845 PEARL EAST CIRCLE # 301

BOULDER

ROBERT DURKIN

CONFIRMATION NO. 0

SHIP TO:

EMERGENCY MEDICAL SERVICE

4336 HIGHWAY 36

ROSENBERG TX 77471

BILL TO:

EMERGENCY MEDICAL SERVICE

4336 HWY 36

ROSENBERG TX 77471-9502

NOTE: THIS ORDER WAS MODIFIED ON 10/29/97

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
014 805	1.000 EA	4,393.750000	4,393.75
010 034 0340 1400 1010 01			
# CUS. CUSTOM INTERFACES/PROGRAMMING (ZETRON 25 ENCODER,			
911 AND/ALB)			
ACTUAL PRICE IS \$ 10,000.00			
DISCOUNT OF 7.5% (\$5600.25) WAS DEDUCTED FROM THIS LINE.			

approved in commissioners court 10-28-97

QISV vendor

PAGE TOTAL : 4,393.75
GRAND TOTAL : 69,143.75

SIGNATURE OF PURCHASING AGENT

VENDOR COPY

AS PER ORIGINAL

Pinpoint Technologies

Software License Agreement

Between:

Pinpoint Technologies, Inc.
845 Pearl East Circle, Suite 301
Boulder, CO 80301
(303) 473-9121

and

Fort Bend EMS
4336 Hwy 36
Fort Bend, TX 77471
(713) 342-7233

Original Contract (Valid for 60 days from date issued)
Supplemental Contract (Valid for ___ days from date issued)
Quote (Valid for ___ days from date issued)

Date: 07 / 23 / 97
Estimated Delivery Date: ___ / ___ / ___
Customer Number: _____

RightCAD Standard USA Pricing

Product Code	Description	Qty	Unit Price	Extended Price
SLV	RightCAD Standard user licenses		\$5,000	

RightCAD Professional USA Pricing

RightCAD Professional includes mapping (geo-data and geo-coding interface required), telephony, scanning and extended user configurability not available in RightCAD Standard. Add-on features listed in this section are only available with the Professional version of RightCAD.

Product Code	Description	Qty	Unit Price	Extended Price
PRL	RightCAD Professional user licenses	2	\$6,500	\$13,000.00
MDT	MDT interface (base)	1	\$5,000	\$5,000.00
MDI	MDT interface (\$100.00/vehicle)	10	variable	\$1,000.00
GPS	GPS interface (base)	1	\$5,000	\$5,000.00
GPI	GPS interface (\$100.00/vehicle, if no MDT's)	10	variable	N/C
SSM	Systems Status Management module	1	\$7,500	\$7,500.00
ZON	Zoning Capability	1	\$5,750	\$5,750.00

Add-on Features for RightCAD Standard and Professional Versions

Product Code	Description	Qty	Unit Price	Extended Price
GED	Geo-data (HOU_TX)	1	Etak	\$3,250.00
GEC	Geo-coding interface		\$3,500	\$3,500.00
Q&A	Q&A module		\$6,250	\$6,250.00
DCM	Demand Control module		\$3,750	
PAG	Paging		\$4,750	\$4,750.00
SEC	Security		\$4,500	\$4,500.00
REP	Extended reports package		\$3,500	
PRO	Professional reports package with ad-hoc reporting		\$5,250	\$5,250.00

Summary

SUB	Subtotal from above			\$64,750.00
CLS	Custom Interfaces/Programming (Zetron 25 Encoder, 911 ANI/ALI)		variable	\$10,000.00
DIS	Discount		7.5%	\$5,606.25
TOT	Total System Price			\$69,143.75
SUP	✓ Technical support (10% / year, billed quarterly, \$2,500.00 min.)		\$6,914.38	90 days free
UPG	✓ Fast upgrade (10% / year)		\$6,914.38	1 year free
INS	✓ Installation and training (\$495.00/day + T & E) (5 days)		N/A	\$4,000.00
DUE	Amount due on execution of this Agreement (50% down, Net 30)			\$34,571.88

Customer's signature acknowledges that customer has read and understands the terms and conditions on the front and reverse sides of this agreement.

Pinpoint Technologies, Inc.

By:

Robert Durkin

Director, Sales and Marketing

Customer

By:

Michael R. Rouse

11-25-97

Typed or Printed Name

Title

GENERAL TERMS AND CONDITIONS

I. **AGREEMENT.** This Agreement is made by and between Pinpoint Technologies, Inc. ("Pinpoint") and Customer, as referenced on the reverse of this Agreement ("Customer") for the license to use the Software product as described herein in consideration of the amount to be paid listed as "Total System Price" on the front of this agreement.

II. **SOFTWARE.** This Software consists of disks containing copyrighted computer software ("Program") and a copyrighted user manual ("User Manual") from Pinpoint and is comprised of the modules as indicated on the front of this Agreement. This Agreement provides for use of an authorized copy of the Program by Customer. The title and all copyrights and ownership right in the Program and User Manual are retained by Pinpoint. Customer acknowledges that the Program represents and embodies certain trade secrets and confidential information of Pinpoint.

III. **LICENSE.** Pinpoint grants Customer a limited non-exclusive license (i) to load licensed copies of the Program into the memory of microcomputers located at Customer's site (one (1) concurrent central processing unit per user license) as necessary to use the Program, and (ii) to make one (1) archival copy of the Program for use with the same microcomputers. All licenses under the terms of this agreement must access the same data source (a single database which is the central repository of data for the software). Customer agrees to affix to the archival copy the copyright and trademark notices and the serial number contained on the original disk from which the archival copy is made. The archival copy and original copy of the Program are subject to the restrictions in this Agreement and both must be destroyed if Customer's continued possession or use of the original copy ceases or this Agreement is terminated.

IV. **PROGRAM UPGRADES.** Customer will receive notices from Pinpoint of upgrades to the Program, and Customer may discuss with Pinpoint by telephone, in writing or in person questions about the installation and use of the Program Upgrades. Customer will have the option to purchase any or all upgrades from Pinpoint.

V. **TECHNICAL SUPPORT.** Customer may purchase from Pinpoint at the option of Customer, a yearly Service and maintenance package that will include a 24-hour "hot-line" for emergency support for the Program, and unlimited access to Technical Support personnel for questions and problems relating to the use and the configuration of the Program during normal business hours. Technical support is dependant on full payment of monies owed. Technical support is provided via dial-in using the PCAnywhere communication package. Customer is responsible for obtaining an adequate modem and communication software.

VI. **CUSTOM PROGRAMMING, CUSTOM REPORTS AND NETWORK / HARDWARE SUPPORT.** Customer agrees that custom work beyond the software described on the reverse side falls outside the scope of this Agreement. Pinpoint charges \$125 per hour for programming work and \$100 per hour for network support and custom reporting, with a one-hour minimum. Pinpoint reserves the right to refuse any custom work.

VII. **RESTRICTIONS.** Customer agrees not to sublicense, rent, lease, sell, pledge or otherwise transfer or distribute the original copy or archival copy of the Program or the User Manual. Customer agrees not to translate, modify, disassemble, decompile, reverse engineer, or create derivative works based on the Program or any portion thereof. Customer also agrees not to copy the User Manual except for internal training purposes without the express written consent of Pinpoint.

VIII. **COLLECTIONS.** Customer acknowledges that should Customer not pay this account and the account is assigned to a collection agency, Customer will be liable for any collection fee charged by the agency plus any other collection costs and any reasonable attorney fees and court costs. Furthermore, interest will be assessed at the rate of 18% on all outstanding balances.

X. **CONFIDENTIALITY.** In connection with the negotiation of this Agreement and Pinpoint's participation in the installation and support of the Software, Pinpoint has obtained or will obtain certain information regarding the business and financial plans of Customer, the records of patients served by Customer, accounts payable, accounts receivable and billing systems of Customer, personnel information, information regarding vehicle deployment and maintenance, trade secrets, customer lists, and other similar information collectively "Customer's Confidential Information". Pinpoint hereby agrees that, for itself and its shareholders, officers, directors and employees, Pinpoint shall not disclose any of Customer's Confidential Information without Customer's prior written consent for any such disclosure.

In connection with the negotiation of this Agreement and Pinpoint's participation in the installation and support of the Software, Customer has obtained or will obtain information regarding the business and financial plans of Pinpoint, trade secrets of Pinpoint, the programming which comprises the Program, sales and marketing plans and other similar information (collectively "Pinpoint's Confidential Information"). Customer hereby agrees that, for itself and its shareholders, officers, directors and employees, Customer shall not disclose any of Pinpoint's Confidential Information without Pinpoint's prior written consent for any such disclosure.

Confidential Information without Pinpoint's prior written consent for any such disclosure.

X. **LIMITED WARRANTY.** Pinpoint warrants to Customer for ninety (90) days from the date Customer received the Software Package that the Program disks contain an accurate reproduction of the Program, and the copy of the User Manual is accurately reproduced. The Program itself is excluded from warranty. To obtain replacement of these materials, Customer must (i) return the inaccurate disk or copy of the User Manual to Pinpoint within the warranty period or (ii) first notify Pinpoint in writing within the warranty period that an inaccuracy has been found and then return the materials. This limited warranty only covers the original user of the Software Package, and Pinpoint makes no other express warranties. ANY AND ALL IMPLIED WARRANTIES RELATING HERETO ARE LIMITED IN DURATION TO THIS NINETY (90) DAY WARRANTY PERIOD. REPLACEMENT OF THE DISK CONTAINING THE PROGRAM OR THE USER MANUAL IS YOUR EXCLUSIVE REMEDY AND SOLE MEASURE OF RECOVERABLE DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. This warranty gives Customer specific legal rights, and Customer may also have other rights that will vary from state to state.

XI. **DISCLAIMER.** THE PROGRAM AND THE USER MANUAL ("THE PACKAGE") ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE RESPECTING THE PACKAGE ARE HEREBY DISCLAIMED BY PINPOINT.

PINPOINT DOES NOT WARRANT THAT ANY FUNCTIONS CONTAINED IN THIS PACKAGE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE PACKAGE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER AGREES TO INDEMNIFY PINPOINT AGAINST ANY SUCH LIABILITY TO CUSTOMER OR ANY THIRD PARTY REGARDING THE PACKAGE OR OTHERWISE IN WARRANTY, CONTRACT, TORT OR OTHERWISE. IN NO EVENT WILL PINPOINT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE (SUCH AS DAMAGE TO PROPERTY, DAMAGES RESULTING FROM DELAY, CLAIMS OF THIRD PARTIES, LOSS OF PROFITS, OR INJURY TO PERSON) WHICH MAY ARISE IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PACKAGE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

XII. **INDEMNIFICATION.** Except as may otherwise be agreed to in writing by the parties, and except with respect to any breach of this Agreement by Pinpoint, Pinpoint shall have no responsibility of any kind and Customer shall indemnify and hold harmless Pinpoint from, against and in respect of the full amount of any and all liabilities, damages and claims, including, without limitation, fees and disbursements of trial and appellate counsel, arising from, in connection with, or incident to the Program.

XIII. **GENERAL.** The laws of the state of Colorado shall govern the construction and performance of this Agreement. The prevailing party in any action or proceeding brought in connection with an alleged breach of this Agreement shall be awarded reasonable attorneys' fees to be paid by the other party. This Agreement will govern any upgrades, if any, to the Program that Customer receives and contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter hereof.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court ("County"), and Pinpoint Technologies.

WITNESSETH

WHEREAS, the parties have executed that certain License Agreement for services from even date herewith, a copy of which is attached for all purposes; and

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition or in lieu of the terms of the Agreement.

I.
TERM

1.01 The terms of this Agreement shall be for one year from the date hereof. The Agreement shall not automatically renew; any renewal is subject to the written agreement of the parties.

II.
NO INDEMNITY

2.01 The Constitution and laws of the State of Texas prohibit the County from incurring future or contingent debts of uncertain amount. Therefore section XII entitled INDEMNIFICATION of the Agreement, is hereby deleted in its entirety. Therefore, the County shall not indemnify Pinpoint Technologies for any claims, demand, damages or cause of action which may arise, in any manner, from this Agreement.

III.
NO ADDITIONAL FUNDING

3.01 The funding provisions of this Agreement are referenced in the Agreement; therefore all reference of any kind to the payment of additional costs or expenses in the provisions in paragraph section XIII entitled COLLECTIONS are limited as allowed by Texas Law.

According to V.T.C.A. Government Code Section 2251.025(b) Interest on Overdue Payment interest is limited on an overdue government contacts to "one percent each month."

IV.
MISCELLANEOUS

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

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

4.03 The parties expressly agree that in the event of a conflict between the terms and provisions of the Agreement, the terms and provisions of this Addendum shall control.

4.04 Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County:	Michael D. Rozell Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77469 (281) 341-8608 Fax: (281) 341-8609

Copy to: Fort Bend County EMS
4336 Hwy. 36
Rosenberg, Texas 77471
(281) 344-3019 - Fax

To Vendor: Robert Durkin
Pinpoint Technologies, Inc.
4845 Pearl East Circle, Suite 301
Boulder, CO 80301
(303) 473-9121

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

Signed this the 21st day of November, 1997.

FORT BEND COUNTY, TEXAS

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

Date: 11/25/97

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

PINPOINT TECHNOLOGIES, INC.

By: Robert Grayless
Title: President
Date: 11/21/97

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$64,750.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless, Auditor

ORDER AUTHORIZING THE COUNTY JUDGE TO
EXECUTE THE ADDENDUM TO LICENSE AGREEMENT BETWEEN
FORT BEND COUNTY AND PINPOINT TECHNOLOGIES, INC.

On this the 25 day of November 1997, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner D'Shields, seconded by Commissioner Jutts, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Addendum to License Agreement between Fort Bend County and Pinpoint Technologies, Inc. for services, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.



COUNTY ATTORNEY

Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney

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

February 3, 1998

Robert Durkin
Pinpoint Technologies
4845 Pearl East Circle #301
Boulder, Co. 80301

CMRRR NO. Z 359 492 508

Re: Software

Dear Mr. Durkin:

Fort Bend County EMS ("EMS") recently purchased RightCAD software for its emergency dispatch needs. While EMS finds the software to be compatible to some aspects of their emergency dispatching, there are several areas that need improvement.

As you already know, one of the biggest problems is the Etak mapping errors. The other problems include: ease of use, a need for additional key strokes, fields needed for additional information on some screens, and fields not needed on others.

It is our understanding that you and Rick Robertson are working together and that Pinpoint Technologies ("Pinpoint") has requested an opportunity to address the problems instead of EMS returning the software.

EMS dispatchers have tested the program for the past thirty (30) days. Enclosed is a list of areas that need to be corrected in order that the software accommodate the emergency needs for EMS.

Also, EMS agrees to the following:

- Pinpoint will review the problems and reply in writing to EMS on possible solutions within ten (10) days from the date of the receipt of this letter.
- Pinpoint will have 90 days from the time the solutions are agreed upon to have them operational.
- Fort Bend County will not incur any further costs in the course of this endeavor.

- EMS will authorize payment to Pinpoint only when the software meets our needs according to the list attached.
- To delete the security module from this purchase.

Should this not be acceptable to Pinpoint, Fort Bend County will return the software immediately with the understanding that this software was not the appropriate purchase for EMS.

Notwithstanding EMS's desire to allow your company to correct the listed defects within the stated time frames, it is absolutely necessary to EMS's purpose that it have easy access to accurate information as soon as possible.

Your company's representations before and after entering the agreement of November, 1997 were inducements to contract. EMS relied upon representations that if there were defects they would be corrected. The understanding that lives depend upon the accuracy and speed of information and the representations made by your company formed the basis of the bargain.

We look forward to your response.

Very truly yours,



Portia Poindexter, First Assistant

/s:pinpoint.let:3217

xc: Rick Robertson, Fort Bend County EMS

STAGING

UNITS OUT	WHO TO SEND	WHERE
1 ; 6	(7am to 10pm) MEDIC 2	CENTRAL WEST
1 ; 2 ; 6	MEDIC 3	CENTRAL WEST
3 ; 6	MEDIC 4	STAFFORD STA 1
3 ; 5	MEDIC 4	STAFFORD STA 1
3 ; 5 ; 6	MEDIC 4	CENTRAL EAST
3 ; 4 ; 6	MEDIC 5	CENTRAL EAST
3 ; 4 ; 5	MEDIC 6	CENTRAL EAST
3 ; 4 ; 5 ; 6	MEDIC 2 or MEDIC 1 and MEDIC 2	CENTRAL EAST CENTRAL EAST CENTRAL WEST CENTRAL COUNTY
1 UNIT IN SERVICE		

CALL TAKING

1. CAN NOT INPUT MULTIPLE CALLBACK NUMBERS.
WHEN WE RECEIVE MEDICAL ALARMS, WE NOT ONLY NEED THE CALLBACK NUMBER OF THE ALARM COMPANY, BUT THE CALLBACK NUMBER TO THE RESIDENCE. THIS ALSO APPLIES TO 3RD PARTY CALLERS (THEY MAY NOT BE CALLING FROM THE SAME LOCATION AS THE PATIENT). THE CURRENT SYSTEM WILL ONLY ALLOW US TO PUT ONE CALLBACK NUMBER PER TRIP, UNLESS WE PUT THIS INFORMATION INTO THE "COMMENTS" FIELD.
2. THERE IS NOT A PLACE TO INPUT PATIENT INFORMATION SUCH AS AGE, GENDER, STATUS OF CONSCIOUS AND BREATHING OR SPECIAL INSTRUCTIONS SUCH AS DIRECTIONS.
3. CAN NOT INPUT CALLING PARTY'S NAME. THIS NEEDS TO BE AVAILABLE TO THE DISPATCHER WHILE THE CALL IS IN PROGRESS IN CASE WE NEED TO CALL THE PERSON BACK. IF THE PATIENT IS IN A LARGE FACILITY, THE PERSON THAT ANSWERS THE PHONE MAY NOT KNOW THAT AN AMBULANCE WAS REQUESTED TO THEIR LOCATION. THE NAME OF THE CALLING PARTY MAY EXPEDITE THE PHONE CALL. IT CAN NOT BE PUT UNDER "FACILITY" IN THE PICKUP SCREEN BECAUSE THAT FIELD IS SPECIFICALLY FOR PRE-PROGRAMMED MEDICAL FACILITIES, ETC.. IT WILL AUTOMATICALLY GENERATE AN ADDRESS AND GEOCODE THAT ADDRESS FOR THE ENTRY (WE DO NOT HAVE ADDRESSING INFORMATION FOR EVERY CITIZEN OF THE COUNTY, ESPECIALLY IF THEY ARE CALLING FROM A LOCATION OTHER THAN THEIR RESIDENCE).
4. THIS SYSTEM LACKS EASY ACCESS TO ASSIGN MULTIPLE UNITS. WITH THE NEED FOR FIRST RESPONDERS AND AN MICU, IT IS NECESSARY TO HAVE ONE RUN GENERATED PER UNIT. THIS SYSTEM REQUIRES US TO COPY THE CURRENT DISPATCH RECORD OR COMPLETELY RECREATE A CALL FOR THE SAME LOCATION, DELAYING THE DISPATCH. WE NEED TO BE ABLE TO GENERATE A FIRST RESPONSE CALL FOR AN EXISTING CALL WITH ONLY ONE KEYSTROKE.
5. REQUIRES TOO MANY KEY STROKES TO ACCESS INFORMATION ON COMPLETED CALLS. YOU HAVE TO SEARCH FOR THAT PARTICULAR TRIP BY THE UNIT, TIME, ETC. ALSO, YOU CAN ONLY SEARCH FOR CALLS IN THE CURRENT MONTH. WE NEED TO BE ABLE TO SEARCH FOR COMPLETED CALLS BY UNIT, DATE, ETC. FOR ANY DATE.

6. WE CAN ONLY SEARCH BY DATE, ONE DAY AT A TIME. WE NEED TO BE ABLE TO SEARCH MULTIPLE DAYS OR WEEKS.
7. ADDRESS FIELD WILL NOT ACCEPT DIRECTIONAL ENTRIES FOR ALL CALLS. IT IS VERY IMPORTANT THAT WE KNOW WHETHER THE CALL IS ON NORTH _____ STREET OR SOUTH _____ STREET. WHEN YOU INPUT THIS INFORMATION INTO THE ADDRESS FIELD (IF THE DATABASE FINDS A MATCH) IT REMOVES THE DIRECTION LEAVING THE DISPATCH SCREEN WITH ONLY THE STREET NAME.
8. THE CALL TAKING SCREEN IS TOO CLUTTERED. THE DISPATCHER SHOULD SEE ONLY THE INFORMATION HE OR SHE NEEDS TO TAKE THE CALL. WE DO NOT NEED THE CALENDAR, NEW NAME, SSN, THE ENTIRE "DROP OFF" SCREEN, BILLING INFO., FREQUENCY, OR ALERTS IN THE CALL TAKING SCREEN. TOO MUCH INFORMATION ON THE SCREEN MAKES IT CONFUSING FOR THE CALL TAKER.
9. IN THE "MEDICAL" TAB, THE DISPATCHER MUST SELECT "ADD", THEN HIGHLIGHT A DIAGNOSIS BEFORE HE OR SHE CAN SCROLL DOWN THE LIST, OR THEY CAN INPUT THE BEGINNING OF THE DIAGNOSIS AND SCROLL DOWN, OR THEY CAN USE A SPEED CODE (WHICH I DON'T EXPECT ANY DISPATCHER TO REMEMBER ALL OF THE SPEED CODES.) THEN THEY MUST SELECT THE "OK" BUTTON TO ACTUALLY ACCEPT THE CALL TYPE. AGAIN, TOO MANY KEYSTROKES.
10. THE CALL TAKING SCREEN SHOULD SWITCH TO THE NEXT SCREEN WITHOUT HAVING TO "SAVE" THE INFORMATION THAT YOU HAVE ENTERED AND THEN MINIMIZE THE CALL TAKING SCREEN. THIS SHOULD BE WITH ONE KEYSTROKE.

DISPATCHING

1. CANNOT INPUT MULTIPLE DISPOSITIONS (REFUSAL + TRANSPORT, 2 REFUSALS, 2 TRANSPORTS, ETC.) WE OFTEN HAVE MULTIPLE PATIENTS FOR ONE UNIT. THIS INFORMATION NEEDS TO BE PUT INTO THE DATABASE AS WE GET IT TO KNOW WHAT HAPPENED TO EACH PATIENT. EACH DISPOSITION SHOULD NOT REQUIRE A SEPERATE RUN NUMBER WE COULD ADD THIS INFORMATION IN THE CANCEL REASONS, BUT AGAIN THIS WILL CLUTTER THE SEARCH OR CANCELLED REASONS.

2. THE SYSTEM WILL NOT TIME STAMP LIFE FLIGHT TIMES. THIS INFORMATION NEEDS TO BE READILY AVAILABLE TO THE DISPATCHER WHILE THE CALL IS IN PROGRESS.
3. THE SYSTEM DOES NOT SUGGEST WHICH AGENCY TO CONTACT FOR ASSISTANCE (PD, FD, MUTUAL AID, ETC.) THIS INFORMATION CAN BE PUT INTO THE UNIT RANKING SCREEN, BUT IT WILL ALSO BE CLUTTERED WITH TOO MUCH INFORMATION MAKING IT TIME CONSUMING FOR SELECTING OTHER UNITS. YOU CAN ALSO USE DIFFERENT IDENTIFIERS FOR THE TYPE OF CALL (ALS, BLS, ETC.) BUT THIS REQUIRES MORE KEY STROKES AND POSSIBLY ADDITIONAL RUN NUMBERS. (TO OUR UNDERSTANDING, THE UNIT RANKING SCREEN IS FOR UNITS THAT ARE IN SERVICE AND CAN BE DISPATCHED, NOT FOR AVAILABLE RESOURCES.) WE DO NOT NEED AN ADDITIONAL RUN NUMBER FOR ASSISTANCE FROM OTHER DEPARTMENTS. WE JUST NEED TO KNOW WHO TO SEND (WE DO NOT DISPATCH FOR ALL OF THE DEPARTMENTS THAT WE NEED TO KNOW DISTRICT LINES FOR).
4. THE SYSTEM DOES NOT PROVIDE DISTRICT LINES THAT FORT BEND EMS HAS SET FOR MICU AND 1ST RESPONSE UNITS. THIS INFORMATION IS NECESSARY FOR DETERMINING WHICH UNIT TO SEND. THIS INFORMATION IS ALSO NECESSARY ON THE DISPATCH SCREEN SO IT CAN BE GIVEN TO THE UNIT IN THE INITIAL DISPATCH.
5. THE SYSTEM SUGGEST THE WRONG UNITS TO BE DISPATCHED. IT SHOWS OUR MEDIC 5 TO RESPOND TO AN AREA THAT WOULD TAKE THEM AT LEAST 30 MINUTES TO GET TO BECAUSE OF THE BRAZOS RIVER, WHEN MEDIC 6 IS ONLY ABOUT 15 MINUTES AWAY. THAT IS ONLY ONE EXAMPLE OF MANY LOCATIONS. EACH STREET MUST BE IDENTIFIED BY DISTRICT AND NOT BY MILEAGE.
6. THE MAP IS WRONG. THERE ARE TOO MANY MAJOR ROADS THAT ARE MISSING. A GOOD EXAMPLE IS SUGARLAND; THE INTERSECTION OF HWY 59 AND WILLIAMS TRACE BLVD. HAS BEEN AN INTERSECTION FOR MORE THAN 10 YEARS, BUT YOUR MAP SHOWS THAT WILLIAMS TRACE BLVD ENDS ABOUT 5 MILES SOUTH OF HWY 59. ALSO, YOUR MAP SHOWS ROADS THAT DO NOT EXIST.
2. 7. THE MAP IS ALSO INCORRECT IN TAGGING SPECIFIC BLOCK NUMBERS. IT NOT ONLY POINTS TO THE WRONG SIDE OF THE STREET (WHICH COULD BE IMPORTANT), BUT IT SHOWS WRONG CROSS STREETS. CROSS STREETS ARE IMPORTANT IN THE INITIAL DISPATCH TO REDUCE THE RESPONSE TIME OF OUR UNITS.

8. THE CROSS STREET APPEARS ON THE MAP, BUT NOT THE DISPATCH SCREEN CAUSING THE DISPATCHER TO LOOK AT TWO DIFFERENT SCREENS TO DISPATCH A CALL. THE CROSS STREET NEEDS TO BE INCORPORATED IN THE DISPATCH SCREEN.

9. AS MENTIONED IN NUMBER 7 ABOVE, THE SYSTEM DOES NOT ACCURATELY SUGGEST SECOND AND THIRD IN UNITS, GIVING THE SAME PROBLEM WHEN THE PRIMARY (FIRST IN) UNIT IS OUT OF SERVICE.

➤ 10. THE SSM IN YOUR SYSTEM SUGGESTS THAT WE MOVE OUR UNITS ONLY WHEN A DETERMINED NUMBER OF UNITS ARE OUT OF SERVICE. AS YOU WILL NOTICE ON PAGE 5, OUR CURRENT SSM SUGGESTS THAT WE MOVE SELECTED UNITS WHEN SPECIFIC UNITS ARE OUT OF SERVICE.

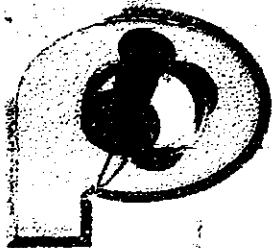
11. WE ARE UNABLE TO PROGRAM KEY MAP NUMBERS IN THE SYSTEM. THE KEY MAP NUMBER IS AN IMPORTANT PART OF THE INITIAL DISPATCH. WITHOUT THIS INFORMATION ON THE DISPATCH SCREEN, THE DISPATCHER MUST PHYSICALLY LOOK IT UP, AGAIN CAUSING A DELAY IN THE DISPATCH.

➤ 12. WE DO NOT HAVE THE ABILITY TO UNCANCEL OR UNASSIGN CALLS. IN THE SYSTEM ADMINISTRATOR, I HAVE THE "ALLOW UNCANCEL" SELECTED AT "YES", IT STILL WILL NOT ALLOW US TO UNCANCEL A CALL.

13. WE NEED TO HAVE TWO SEPERATE INCIDENT OR RUN NUMBERS (AUTOMATICALLY GENERATED), ONE FOR MICU RESPONSE AND ONE FOR FIRST RESPONDERS.

➤ 14. THE SOFTWARE LOCKS UP WHEN CHANGING FROM THE CALL TAKING SCREEN TO THE DISPATCH SCREEN.

15. THE SOFTWARE DOES NOT ALWAYS ACKNOWLEDGE CLICKING ON A UNIT FOR DISPATCHING. SOMETIMES YOU HAVE HIGHLIGHT ANOTHER BOX THEN GO BACK TO THE UNIT YOU WANT AND THEN CLICK.



Pinpoint Technologies, Inc.

We Put Your Fleet on the Map!

February 12, 1998

Portia Poindexter
Fort Bend County EMS
301 Jackson, Suite 621
Richmond, TX 77469-3108

Dear Ms. Poindexter:

We are in receipt of your letter of February 3, 1998 regarding Fort Bend County EMS' acquisition of our computer-aided-dispatch product, RightCAD. We would like to address some of your concerns and questions about the software and the terms under which it was licensed.

RightCAD is an "off-the-shelf" package that is in use by over 70 EMS services nationwide. Each site is customizable by the local system administrator as to a large part of the functionality (local vehicles are entered, SSM plans are input and certain features are turned on and off). However, RightCAD cannot be customized in all respects for each user's individual tastes. Several of the items in your letter refer specifically to custom configuration ("screen is too cluttered", "dispatcher must hit add to add a diagnosis", etc.).

In addition, Fort Bend County EMS spent substantial time evaluating the RightCAD product to ensure that it was suitable for your needs. This included attending our user conference in April of 1997 to see the product, talk to existing users and ask questions about the implementation at your site. Several of the items in your letter refer to enhancement requests ("cannot input multiple callback numbers", "the system does not suggest which agency to contact for assistance", etc.). While several of these enhancement requests may be valid and can be worked into the development schedule for future versions, they were not part of the system sold. However, several of the enhancement requests that you have made have been implemented or improved in our current release (version 3.10) which could be installed at Fort Bend at any time.

Notwithstanding the issues above, we understand that the maps provided are very poor in your particular area. RightCAD uses "off the shelf" mapping data provided by Etak. Unfortunately, it seems that Etak data is inadequate in your geographical area. In the next release of RightCAD (version 3.20), scheduled for release in July of this year, we will be adding the option to allow MapInfo maps. MapInfo includes the ability to maintain your own street and map database, allowing you to update new areas as needed. This is a functionality that Etak does not provide.

I want to emphasize that at no time during the sales process did Pinpoint Technologies make any false claims about the capabilities or functionality of our software. We have a large client base that are very happy with the existing product. Fort Bend approached Pinpoint in the hopes of purchasing a system that would help track calls and vehicles while at the same time providing management with reports on response times, unit hour utilization and demand to further improve your dispatch operations. In addition, RightCAD was desired to help integrate into vehicle tracking systems (MDT/GPS), Zetron encoders and ANI/ALI equipment. The RightCAD product achieves all of these goals.

David Brown
President
dbrown@PinpointTech.com

Pinpoint Technologies, Inc.
4845 Pearl East Circle
Suite 301
Boulder, CO 80301 USA

Phone: 303.473.9121
Fax: 303.473.9128
www.PinpointTech.com

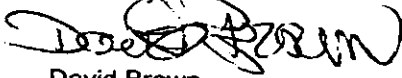
You also mention in your letter that Fort Bend agrees to delete the security module from your purchase. We're not sure what was intended by this point.

We feel that Pinpoint Technologies has met its obligations under the terms of our agreement. This agreement was not of a "satisfaction guaranteed" nature. In the interest of retaining Fort Bend as a happy customer, we would suggest the following course of action:

1. Install version 3.10, which solves several of your concerns and provides new functionality.
2. Work with our support department to resolve any outstanding training and setup issues.
3. Wait for version 3.20, which will address your mapping needs.
4. We won't expect payment until such time as 3.20 is delivered. However, the balance of the items on your list can be addressed as part of normal development time lines, but cannot be considered as part of the system purchased.

I have included a point-by-point response to the issues you raised in your letter. Please feel free to contact me if you wish to discuss these issues in greater detail.

Sincerely,

A handwritten signature in black ink, appearing to read "David Brown", written over a horizontal line.

David Brown
President

DB/b

Call taking

1. One callback number is what the system currently supports. We can add a request to support multiple callback numbers to our development database.
2. The customer edit screen allows entry of date of birth (age is automatically calculated), gender and special instructions. In version 3.10 (which you do not yet have), status of conscious and breathing can be entered in the new physical exam section of the trip screen.
3. The caller field on the Medical tab is specifically for this purpose. In addition, in version 3.10, source phone number can also be used.
4. The method described is the correct method for dispatching more than one unit. The reason for creating multiple trips is that they can be tracked individually for response times and other reportable events. To allow the assignment of multiple units to one call would reduce reporting functionality. Perhaps your dispatchers are not using the "copy with assignment" function that makes this processes a straightforward one.
5. Completed calls can be searched for by any date including previous months and years. They can be searched by patient name, unit number, address or other available information. This appears to be a training issue.
6. The ability to do a trip / find over multiple days is already in our development database. Currently, you can find by a particular patient name over a time period or run a report to find a call by other means.
7. This issue is a function of the mapping / street database and will be resolved when you have the ability to edit your own map data, as the MapInfo integration of version 3.20 will allow.
8. Our current version 3.10 does not display several of the tabs (billing, frequency and alerts) or the drop off section when an emergency call is being taken. In addition, tab order can be configured by the system administrator so that users can quickly jump to the areas of the call taking screen that need to be filled in. The removal of some of this "clutter" and greater keyboard control was a common request among our emergency services clients.
9. This is a customization request. Dozens of services have effectively used this data entry method. In your current manual method, you are writing down each complaint; this data entry will be faster than that. In addition, although dispatchers won't remember all speed codes, these will greatly speed up data entry for common complaints.
10. You can perform this function with two keystrokes: ctl-s to save and ctl-d to minimize and switch to dispatch. This doesn't seem to be large burden on the dispatcher.

Dispatching

1. The procedure described is the correct method to use when transporting multiple patients. Each patient will have a separate trip record for individual tracking purposes. "Refusal" is a completely appropriate cancel reason and should not be considered as cluttering the search. Again, perhaps the "copy with assignment" function is not being used, causing your dispatchers extra work.

2. Flight following is a feature of RightCAD that is available but was not purchased by Fort Bend.
3. There is no functionality in the system to work specifically as you describe. The way the system is intended to be used is to create a vehicle (alphanumeric vehicle IDs are supported) for each possible responding agency. Runs assigned to these agencies (regardless of vehicle within the agency) should be assigned to this generic vehicle number. A run number is assigned for tracking purposes (a run number is also used as an identification number of the call).
4. RightCAD has the capacity to create zones that correspond to districts. These zones are automatically determined by the system when a call is taken and can be overridden at any time. The zone information is displayed to the dispatcher.
5. RightCAD's candidate ranking algorithm uses an "as the crow flies" method so that candidates can be calculated with great speed. It is not the intention that the software provide the best candidate in all situations. Dispatchers are still needed to make the final determination. That is why all appropriate vehicles are ranked and displayed.
6. This is the map data provided by Etak. As discussed earlier, the proposed solution here is to provide the map data through Mapinfo so that edits may be done on the data to improve accuracy.
7. Clarification may be needed here. RightCAD does not display the cross street name, but displays the location on a map so that dispatchers can identify major intersections and give assistance to crews. Side of street information is not displayed.
8. That is correct, the map is used to display the cross street information as it provides a better tool for the dispatcher to be able to give the crew directions. To simply display a cross street to the dispatcher may not be helpful, as it may be a small, unknown street.
9. The reference to number 7 seems inaccurate; number 5 was probably intended. Candidate rankings for all vehicles function in the same fashion. Again, it is the intent of the software to provide assistance to the dispatcher and not suggest the best vehicle in all situations.
10. RightCAD's SSM is designed to provide the best system wide coverage. It does not support the need to have post-based SSM coverage, which is not conducive to the best system-wide response times.
11. Map numbers are not supported by RightCAD. Map pages can be created as zones and displayed to the dispatcher to provide this functionality. However, only one set of zones can be used, using them in this way would prevent the districts to be set up as zones as described in number 4.
12. Calls should be able to be both un-canceled and un-assigned. This may be a training or a system administration issue. Our support department will gladly help configure these features.
13. When you copy a trip (as described in call taking number 4), or copy with assignment to assign each responder to a trip, separate numbers are in fact automatically generated.
14. This may be a network issue, or a support issue. Our support can help point you in the right direction to get this problem resolved.
15. This may be a training issue. We need more detail on the exact problem; but would be happy to help you resolve it.



STATE OF TEXAS **COUNTY OF FORT BEND**

Emergency Medical Services

Rt. 2 Box 749-C
Rosenburg, Texas 77471

Emergency 911

Office (713) 342-723

*1985 BLS Service Of The Year
1987 ALS Service Of The Year*

February 19, 1998

CMRRR No. P 767 199 602

David Brown
Pinpoint Technologies
4845 Pearl East Circle
Suite 301
Boulder, CO 80301

Dear Mr. Brown:

We have reviewed your response regarding the Right CAD software.
We are rescinding the Agreement because of the failure of consideration.
Please find enclosed all program disk and printed materials that were supplied.

Sincerely,

Rick Robertson
Deputy Chief

2/2/98

COMMISSIONER GRADY PRESTAGE

PRECINCT 2 - FORT BEND COUNTY

P. O. BOX 459

MISSOURI CITY, TEXAS 77459-0459

FAX NUMBER: (281) 403-8009

FACSIMILE TRANSMITTAL SHEET

DATE:

2/2/98

TO: Judge Rozell - (281-341-8609)
Commissioner O'Shieles - (281-341-8017)
Commissioner Meyers - (281-242-9060)
Commissioner Lutts - (281-346-1171)
County Attorney Childers - (281-341-4557)
County Clerk Wilson - (281-341-4520)

FROM: Ike Watkins, Jr. - Pct. 2

SUBJECT: COMMISSIONERS COURT AGENDA ITEM(S)

TOTAL NUMBER OF PAGES FAXED INCLUDING THIS PAGE: 2

IF YOU DID NOT RECEIVE COMPLETE TRANSMISSION, PLEASE CONTACT OUR MISSOURI CITY OFFICE AT (281) 403-8004.

**COMMISSIONER PRECINCT 2**

Fort Bend County, Texas

Grady Prestage
Commissioner

July 21, 1998

The Honorable Michael D. Rozell
Fort Bend County Judge
P. O. Box 368
Richmond, Tx. 77469

Dear Judge Rozell:

Please place the following items on the Commissioners' Court
Agenda for July 28, 1998 -

Meet in Closed Session to discuss the following: Land Matters
- Pct. 2 and consider taking action in Open Session.

Thank you for your consideration.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Isaiah W. Watkins, Jr.".

Isaiah W. Watkins, Jr.
Administrative Superintendent

attachments

cc: Commissioner R. L. O'Shieles, Precinct 1
Commissioner A. Meyers, Precinct 3
Commissioner B. Lutts, Precinct 4
County Attorney - Bud Childers
County Clerk - Dianne Wilson
File

#23/1

STATE OF TEXAS §

COUNTY OF FORT BEND §

**DECLARATION OF LOCAL STATE OF DISASTER
COUNTY OF FORT BEND**

WHEREAS, specific climatic and environmental conditions now exist in Fort Bend County due to an extreme deficit in precipitation levels; and,

WHEREAS, the normal danger of fire in the unincorporated areas of Fort Bend County is greatly enhanced by these climatic and environmental conditions; and,

WHEREAS, the Texas Disaster Act of 1975 provides that the presiding officer of the governing body of a political subdivision may declare a local state of disaster; and,

WHEREAS, the speed at which any uncontained fire could, under current conditions, escalate to catastrophic proportions and the magnitude of potential damage to life and property constitute an imminent threat requiring emergency action;

NOW THEREFORE, BE IT DECLARED BY THE COUNTY JUDGE OF FORT BEND COUNTY:

Section I

That, pursuant to V.T.C.A. Government Code, § 418.108, a local state of disaster is declared in and for the County of Fort Bend.

Section II.

That, the county's emergency management plan is hereby implemented.

Section III.

That this local state of disaster shall continue until rescinded but in no instance will it continue for a period of more than seven days except with the consent of the Fort Bend County Commissioners Court

7-30-98 *Orlando Vance Cooper Emerg. Mgmt.*

Section IV.

That this local state of disaster is declared for the purpose of issuing orders pursuant to the Texas Disaster Act of 1975 and the Fort Bend County Emergency Management Plan which will implement controls mitigating the hazard posed by fire during climatic conditions.

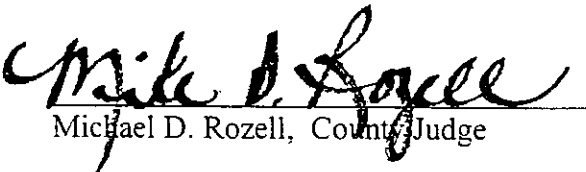
IT IS HEREBY ORDERED:

1. That no person burn or order another to burn any combustible material outside of an enclosure designed to contain and capable of containing all flames, sparks, embers, cinders, and ash produced by said burning with the exception of subdivision development controlled trench burning and household trash burned in a enclosed container with wire mesh top.
2. That this Declaration and Order apply in all unincorporated areas of Fort Bend County.
3. That this Declaration and Order be enforced by an person elected, employed, or appointed as a peace officer under Article 2.12 Code of Criminal Procedure.
4. That violation of this Declaration or Order be a Class C misdemeanor.
5. That this Declaration and Order remain in effect until rescinded.
6. That this Declaration and Order take effect and be in force from and after its issuance.
7. That this Declaration and Order be given prompt and general publicity and be filed promptly with the County Clerk.

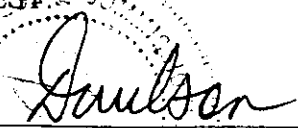
IN WITNESS WHEREOF, I affix my signature this 28 day of July, 1998.

FORT BEND COUNTY COMMISSIONERS COURT

By:


Michael D. Rozell, County Judge

ATTEST


Dianne Wilson, County Clerk

BWC:l:\fire.doc(071498)

Addendum
23/2

Discuss and consider declaration of public necessity for condemnation of right of way to permit traffic to and from the intersection of FM 2759 and the county road dedicated on February 24, 1998 in Agenda Item 29(4), recorded in the Fort Bend County Deed Records Film Code Number 9812767.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RESOLUTION FOR RIGHT OF WAY

On this 28th day of July, 1998 the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Mejers, seconded by Commissioner O'Shila, duly put and carried;

WHEREAS, this Court on February 24, 1998 approved, in agenda item 29(4), the property attached and described as Exhibit A for all legal purposes, into the County road system; and,

WHEREAS, a public necessity now exists for the establishing of a right of way to permit traffic to and from the intersection of FM 2759 and the county road described in Exhibit A and recorded in the Fort Bend County Deed Records, Film Code No. 9812767; and,

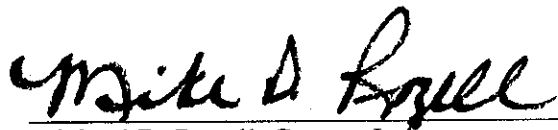
WHEREAS, the right of way should be of sufficient width to adequately support the public traffic safely for the initial traffic, as well as the considerable acreage to be open in the future with the completion of the road arteries to numerous other properties.

NOW, THEREFORE, BE IT RESOLVED AND DECREED by the Commissioners Court of Fort Bend County, Texas that a public necessity exists for a right of way between FM 2759 and the county road approved on February 24, 1998 and described in Exhibit A.

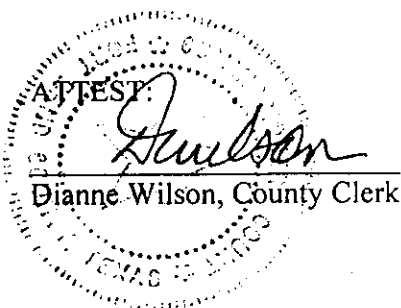
FURTHER, the right of way should be of sufficient width (a minimum of 150 feet), to safely support the great amount of future traffic predicted in the area by the continued growth of Fort Bend County.

FORT BEND COUNTY

By:



Michael D. Rozell, County Judge



THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RIGHT OF WAY EASEMENT

That I, Mark W. Millis, President, Millis Management Corporation General Partner, Royal Lakes Limited, a Texas Limited Partnership, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Fort Bend County, (hereinafter referred to as Grantee) the receipt of which is hereby acknowledged, have quitclaimed, and by these presents do quitclaim unto said Grantee, its successors, and assigns all of my right, title, and interest in and to the following described real property to wit:

BEING a 2.0186 acre tract of land out of the Abner Kuykendall League, Abstract No. 48, Fort Bend County, Texas. Said 2.0186 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at an iron rod in the south right-of-way of the Burlington Northern and Santa Fe Railroad (100 feet wide) being the northwest corner of a 329.260 acre tract No. 2 recorded in Volume 358, Page 464 of the Deed Records of Fort Bend County, Texas and also being the northwest corner of a 112.750 acre tract known as the Helen Ann Booth Krolczyk tract;

THENCE S 83°11'39"E, along the south right-of-way of said Railroad, 646.98 feet to a point being the beginning of a curve to the right, having a radius of 212.00 feet, a central angle of 15°52'14" and a chord bearing S 14°44'28"W - 58.53 feet, for the POINT OF BEGINNING and a corner of this tract;

THENCE along said curve, 58.72 feet to a point for the end of said curve and the beginning of a curve to the left, having a radius of 288.00 feet, a central angle of 56°10'42" and a chord bearing S 05°24'46"E - 271.21 feet;

THENCE along said curve 282.38 feet to a point for the end of said curve and the beginning of a curve to the right, having a radius of 162.00 feet, a central angle of 52°45'20" and a chord bearing S 04°52'42"E - 143.95 feet;

THENCE along said curve 149.16 feet to a point for the end of said curve and the beginning of a curve to the left, having a radius of 800.00 feet, a central angle of 08°57'46" and a chord bearing S 34°18'13"W - 125.02 feet;

THENCE along said curve 125.15 feet to a point for the end of said curve and the southwest corner of this tract;

2-15-78 Return original to Laura Johnson, Co. Attorney ofc.

THENCE S 68°14'10"E, 101.14 feet to a point, for beginning of a curve to the right, having a radius of 700.00 feet, a central angle of 07°50'21" and a chord bearing N 34°54'06"E - 95.70 feet, and the southeast corner of this tract;

THENCE along said curve 95.78 feet to a point for the end of said curve;

THENCE N 27°17'34"E, 111.05 feet to a point for the beginning of a curve to the left, having a radius of 288.00 feet, a central angle of 58°58'33" and a chord bearing N 02°28'12"W - 283.53 feet;

THENCE along said curve 296.45 feet to a point for the end of said curve and the beginning of a curve to the right, having a radius of 212.00 feet, a central angle of 38°45'50" and a chord bearing N 12°34'34"W - 140.71 feet;

THENCE along said curve 143.43 feet to a point in the south right-of-way of said Burlington Northern and Santa Fe Railroad for the northeast corner of this tract;

THENCE N 83°11'39"W, along said right-of-way and the north line of said 329.260 acre 110.00 feet to the **POINT OF BEGINNING** and containing 2.0186 acres of land more or less.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

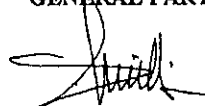
TO HAVE AND TO HOLD all of my right, title, and interest in the above described property and easement for the purposes hereinabove set forth, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee, its successors, and assigns forever, so that neither me nor my heirs, legal representatives, nor any person or persons

claiming under me shall at any time hereafter have, claim, or demand any right or title to the
aforesaid property, premises, or appurtenances, or any part thereof.

Executed this 24th day of February, 1998.

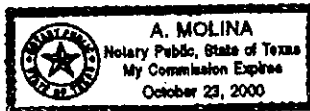
GRANTOR:

ROYAL LAKES LIMITED,
A TEXAS LIMITED PARTNERSHIP
MILLIS MANAGEMENT CORPORATION
GENERAL PARTNER



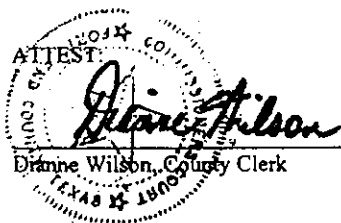
MARK W. MILLIS, PRESIDENT

SWORN TO AND SUBSCRIBED before me, this the 24th day of February, 1998.


Notary Public State of Texas

APPROVED AND ACCEPTED by Fort Bend County Commissioners Court this 24th day
of February, 1998.

FORT BEND COUNTY


Michael D. Rozell, County Judge

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2-25-98 02:50 PM 9812767

CT \$13.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

Agenda

ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, FEBRUARY 24, 1998
1:00 O'CLOCK P.M.

The following item should be added to the agenda of Fort Bend County Commissioners Court for Tuesday, February 24, 1998:

- ✓ 1. Consider and approve Invoice #001-150064 in the amount of \$40,000.00 for Engineering Services in conjunction with the SH 122 (Fort Bend Parkway) Draft Environmental Impact Statement(DEIS) for the Fort Bend Parkway Road District.
- ✓ 2. HEALTH DEPARTMENT: consider and approve:
(a) on-site Sewerage Facility plans submitted by Raymond Krobot & Violet Krobot, Pct.1.
(b) on-site Sewerage Facility plans submitted by Eddie Compean, Pct.1.
3. RISK MANAGEMENT/INSURANCE: consider authorizing payments for damages to non-County vehicles.(Funds: 010 068 0680 0550) *same as #18*
- 3512 4. ENGINEERING: consider approving plat for Royal Lakes Estates Section 1 and variances from subdivision platting policy for centraline radius and double entry, Pct.1.

FILED FOR RECORD

2:34

FEB 25 1998

John
COUNTY CLERK

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, February 20, 1998 by Mandi Bronwell.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

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

ADA Coordinator, Risk/Management Insurance Dept., 7th Floor, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

FEBRUARY 24, 1998

minutes to addendum

item #29 continued - Addendum:

(2)HEALTH DEPARTMENT: consider and approve:

(a)on-site Sewerage Facility plans submitted by Raymond Krobot & Violet Krobot, Pct.1. (b)on-site Sewerage Facility plans submitted by Eddie Compean, Pct.1.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve items 29(1) and 29(2).

(3)RISK MANAGEMENT/INSURANCE: consider authorizing payments for damages to non-County vehicles.(Funds: 010 068 0680 0550)

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize payments for damages to non-County vehicles.

(4)ENGINEERING: consider approving plat for Royal Lakes Estates Section 1 and variances from subdivision platting policy for centraline radius and double entry, Pct.1.

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve plat for Royal Lakes Estates Section 1 and variances from subdivision platting policy for centraline radius and double entry, Pct.1 accept 100 feet or more of this road that connects with the railroad into the County road system.

30. Adjournment.

Commissioners Court adjourned at 3:34 p.m. on Tuesday, February 24, 1998.

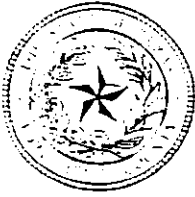
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

7-30-98 01:52 PM 9860115

GS \$21.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS



HEALTH DEPARTMENT
FORT BEND COUNTY, TEXAS

#23/3

06-12-98 P01:28 IN

(281) 342-6414
Fax (281) 342-7371

MEMORANDUM

TO: Julane Tolbert
Human Resources

FROM: Diane Guest *DJL*
Health Department

RE: Project Coordinator Position

DATE: June 4, 1998

The Fort Bend County Health Department is requesting the position of Project Coordinator be changed to Registered Sanitarian.

The Environmental Health Division has requested the immediate need for this position.

The funds are available for this change.



R.L. "Bud" O'Shieles
County Commissioner

PRECINCT #1 COMMISSIONER
Fort Bend County, Texas

COPY # 3
DATE 7/28/98
Addendum # 23/3

(281) 344-9400
Fax (281) 342-0587

MEMORANDUM

TO: Michael D. Rozell, County Judge
Grady Prestage, Commissioner Precinct #2
Andy Meyers, Commissioner Precinct #3
Bob Lutts, Commissioner Precinct #4

FROM: R. L. "Bud" O'Shieles
Commissioner Precinct #1

DATE: July 16, 1998

Our on-site inspections of septic systems are growing each week. We are growing and are going to cause installers delays unless we offer quicker service.

I recommend that we fill the open position in the Health Department with a registered sanitarian.

A handwritten signature in cursive script, appearing to read "Bud", is written in black ink.



HEALTH DEPARTMENT
FORT BEND COUNTY, TEXAS

(281) 342-6414
Fax (281) 342-7371

July 14, 1998

Commissioner Bud O'Shieles
P. O. Box 762
Richmond, Texas 77406-0762

Dear Mr. O'Shieles:

This letter is in reference to request for information concerning a County constituent. As you know our department has recently had a resignation, leaving a position unfilled. With the current work load, we would request to fill the project coordinator position with a registered sanitarian. This position would be placed in the on-site section. To give you an example of the current workload, as of April 15, 1998, the Environmental section has been fully staffed. From the above mentioned date to the last day of June, five employees have generated \$609.70/day. This figure only represents fees generated from On-Site and Food Service and does not reflect the daily time spent on nuisance complaints, on-site complaints, high weeds and grass, illegal dumps, etc. This department has requested three new employees in the 1999 Budget. The extra position would be a great asset now. Also, enclosed is a table showing the increase in On-Site the first six months of 1998.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Garrett", is written over the typed name.

Jeff Garrett, R.S.
Chief County Sanitarian

JG/cv

Fort Bend County Health Department - On-Site Sewerage Facility Program

NEW CONSTRUCTION

	1995	1996	1997	1998
Permit Fees				
January	\$400.00	\$650.00	\$850.00	\$850.00
February	\$800.00	\$700.00	\$3,400.00	\$1,300.00
March	\$700.00	\$1,400.00	\$450.00	\$1,800.00
April	\$1,200.00	\$1,050.00	\$900.00	\$2,550.00
May	\$2,050.00	\$1,400.00	\$1,000.00	\$2,150.00
June	\$1,550.00	\$1,300.00	\$1,200.00	\$3,700.00
July	\$1,440.00	\$1,750.00	\$1,450.00	
August	\$1,700.00	\$1,600.00	\$1,800.00	
September	\$1,400.00	\$950.00	\$1,600.00	
October	\$1,100.00	\$1,700.00	\$2,750.00	
November	\$1,200.00	\$1,550.00	\$850.00	
December	\$3,850.00	\$1,150.00	\$900.00	
Total	\$17,390.00	\$15,200.00	\$17,150.00	\$12,350.00
6 month total	\$6,700.00	\$6,500.00	\$7,800.00	\$12,350.00

	1995	1996	1997	1998
Permits Issued				
January	8	13	17	12
February	16	14	68	31
March	14	28	9	33
April	23	21	18	43
May	41	28	20	38
June	31	28	34	74
July	28	33	29	
August	30	32	37	
September	28	29	34	
October	22	34	55	
November	24	31	17	
December	77	23	24	
Total	342	314	362	231
6 month total	133	132	166	231

	1995	1996	1997	1998
Inspection fees				
January	\$450.00	\$1,250.00	\$1,800.00	\$1,800.00
February	\$900.00	\$1,350.00	\$7,000.00	\$2,700.00
March	\$800.00	\$2,800.00	\$900.00	\$3,750.00
April	\$1,300.00	\$2,300.00	\$1,850.00	\$5,050.00
May	\$2,050.00	\$3,150.00	\$2,150.00	\$4,300.00
June	\$1,550.00	\$2,750.00	\$2,500.00	\$7,450.00
July	\$1,400.00	\$3,550.00	\$3,200.00	
August	\$1,850.00	\$3,350.00	\$3,700.00	
September	\$1,450.00	\$2,000.00	\$3,400.00	
October	\$1,100.00	\$3,550.00	\$5,800.00	
November	\$1,200.00	\$3,250.00	\$1,800.00	
December	\$3,900.00	\$2,300.00	\$1,850.00	
Total	\$17,950.00	\$31,600.00	\$35,950.00	\$25,050.00
6 month total	\$7,050.00	\$13,600.00	\$16,200.00	\$25,050.00

DD #2

SIGNED:

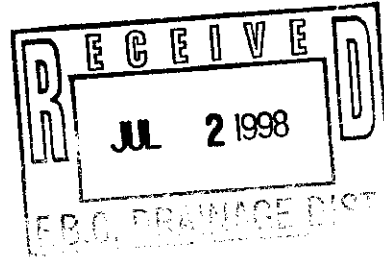
Page 2



COUNTY ATTORNEY

Fort Bend County, Texas

BEN W. "Bud" CHILDERS
County Attorney



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

TO: Dan Gerken, Drainage District
FROM: Dennis Morgan, Assistant County Attorney 
DATE: 6/30/98
SUBJECT: Interlocal Agreement with MUD 19

I have reviewed the Interlocal Agreement between Fort Bend County and MUD 19 for assistance in the maintenance of certain drainage improvements. This office approves the agreement as to legal form.

It is my understanding that you will place the matter on the next Drainage District agenda for the Court's consideration.

/lj:cover.mem:3384



DRAINAGE DISTRICT

Fort Bend County, Texas

June 22, 1998

Ben "Bud" Childers
Fort Bend County Attorney
309 S. 4th St., Suite 621
Richmond, Texas 77469

Re: Proposed M.U.D. No. 19 Interlocal Agreement

Dear Mr. Childers:

The Fort Bend County Drainage District staff and Commissioner O'Shieles have reviewed and approved the above referenced interlocal agreement. I am hereby forwarding the document to you for review and further handling.

If you have any questions pertaining to this agreement, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark Vogler".

Mark Vogler
First Assistant to the Chief Engineer

MV:jm
attachment

**INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 19**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement ("Agreement") is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District," and Fort Bend County Municipal Utility District No. 19, hereinafter referred to as "No. 19."

WHEREAS, No. 19 desires that the Drainage District assist in the maintenance of certain drainage improvements more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Drainage Improvements");

WHEREAS, No. 19 and the Drainage District entered into that certain Interlocal Agreement Between the Fort Bend County Drainage District and Fort Bend Municipal Utility District No. 19 ("Original Agreement") dated September 26, 1995 which was renewed on June 18, 1996 and July 29, 1997;

WHEREAS, No. 19 and the Drainage District wish to again renew the Original Agreement; and

WHEREAS, the governing body of No. 19 has duly authorized this Agreement and has agreed to fairly compensate the Drainage District for the services performed under this Agreement; and

WHEREAS, the Drainage District desires to assist No. 19 in the maintenance of the Drainage Improvements upon receiving fair compensation for performing such service; and

WHEREAS, the governing body of said Drainage District has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Section 791, *et seq.*, Texas Government Code.

NOW, THEREFORE, the Drainage District and No. 19 mutually agree as follows:

1. The Drainage District hereby agrees, subject to the conditions stated herein, to assist No. 19 in the maintenance of the Drainage Improvements upon written notice by the Board of Directors of No. 19 to the County Commissioner within whose precinct said Drainage Improvements are located.
2. The written notice from the Board of Directors of No. 19 shall set forth the following:
 - a. Describe in detail the Drainage Improvements which No. 19 desires the Drainage District's assistance in maintaining and describe in detail the work No. 19 desires the Drainage District to perform.
 - b. The approximate date upon which No. 19 desires the Drainage District to commence such maintenance and the approximate duration of time that No. 19 desires the Drainage District to continue such maintenance.
 - c. The construction materials that are anticipated by No. 19 to be used by the Drainage District in performing such maintenance, if any.
 - d. That No. 19 agrees to fairly compensate the Drainage District for the services performed under this Agreement and to pay, from current revenues available to No. 19, for any and all such materials as may be used by the Drainage District pertaining to the request, and for any specialized equipment necessary for maintenance work.
3. Based on the man-power and equipment used in connection with maintaining the Drainage Improvements under the 1997 Interlocal Agreement, it is agreed that fair compensation for maintaining the Drainage Improvements under this Agreement shall not exceed \$300.00.
4. Upon receipt of the written request described in Paragraph 2 above, the County Commissioner within whose precinct the said Drainage Improvements are located will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere with or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District will make arrangements to perform maintenance on the Drainage Improvements.
5. Once the Drainage District has determined that equipment and man-power are available to perform the requested maintenance as provided in Paragraph 4 above,

the Drainage District agrees to furnish all necessary equipment and labor necessary for the maintenance of the Drainage Improvements, subject to the conditions and No. 19's agreement to fairly compensate the Drainage District and pay costs herein stated.

6. To the extent permitted by law, No. 19 agrees to indemnify and hold the Drainage District harmless with the respect to any claim, demand or suit arising out of the Drainage District's performance of the maintenance of said Drainage Improvements.
7. It is expressly understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1998, and must be renewed annually.
9. It is expressly understood and agreed by the parties hereto that said Agreement will have no force or effect until duly executed by all parties as provided herein below.
10. Any notice required or permitted by this Agreement shall be in writing, delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, as follows:

To No. 19:

Fort Bend County Municipal Utility District No. 19
c/o Melissa P. Boulware
Smith, Murdaugh, Little & Bonham, L.L.P.
1100 Louisiana Street, Suite 400
Houston, Texas 77002

To Drainage District:

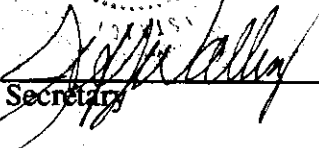
Fort Bend County Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

SIGNED this 3rd day of June, 1998.

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 19

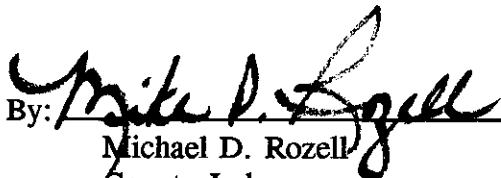
By: 
President

ATTEST:

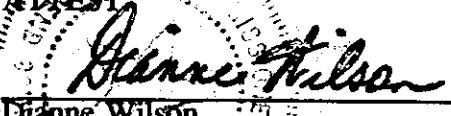

Secretary

SIGNED this 28th day of July, 1998.

COUNTY OF FORT BEND

By: 
Michael D. Rozell
County Judge

ATTEST:


Dianne Wilson
County Clerk

DD #3

COUNTY OF FORT BEND

Drainage District

P. O. Box 1028 1004 Blume Rd.

Rosenberg, Texas 77471

Phone: 281/342-2863

Fax: 281/342-9130

LETTER OF TRANSMITTAL

Date: July 9, 1998

Attention: Judge Rozell

Re: Drainage Board Agenda

TO: County Judge Michael Rozell

WE ARE SENDING YOU:

07-20-98 P02:40 IN

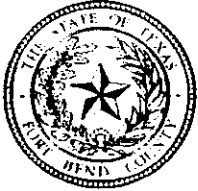
COPIES:	DATE:	DESCRIPTION:
1		Monthly Report - June, 1998

* FOR APPROVAL
FOR YOUR USE
AS REQUESTED
FOR REVIEW AND COMMENT

REMARKS: The attached report will be placed on the July, 1998 Drainage Board Agenda for discussion and possible acceptance. If you have any questions, please feel free to contact David Jalowy at 281/342--141.

COPY TO: County Clerk
County Commissioners
County Auditor
County Budget Officer

SIGNED: 



DRAINAGE DISTRICT

Fort Bend County, Texas

MONTHLY REPORT JUNE, 1998

The removal of vegetation from channels during June, 1998 was accomplished primarily by shredding. Shredding was done on eighty-one (81) channels that included Dry Creek II-B-2, Longpoint Slough V-B, Mustang Creek IV, and Oyster Creek II-K.

Only a minimal amount of herbicide applications were made again in June because of dry conditions. Herbicides were applied to parts of twenty-one (21) channels that included Brookshire Creek II-F-1, Oyster II-K, and Willow Fork of Buffalo Bayou V-A.

The bridge crews worked on a variety of projects that included the repair of watergates across Big Creek II-B-6, Coon Creek II-B-3, Cottonwood Creek II-B-24, and Fairchilds Creek II-B-10. They also made repairs to a bridge across Snake Creek I-C and installed low water crossings across Clear Creek VI-A, Gapps Slough II-B-2-a, Snake Creek I-C, and Turkey Creek I-D.

The excavation portion of the Big Creek Bypass was completed in early June. Work then began on the excavation of Big Creek upstream of the bypass. The two (2) Northwest 9570 draglines combined to dig seventeen thousand, seven hundred (17,700) cubic yards of spoil dirt from Big Creek.

The LinkBelt LS-98A dragline worked on desilting Longpoint Slough V-B-1. Approximately one thousand, seven hundred (1,700) cubic yards of spoil dirt were removed.

The following charts indicate which projects received work and which equipment was assigned to each during June, 1998.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BLUME RD FAC
D678-97KOBELCO SK220 LC MARKIV 6/17
2. LANDFILL
D556-LINKBELT LS98C DRAGLINE 6/16, 6/22-6/26, 6/29-6/30
3. ROAD AND BRIDGE DEPARTMENT ROAD&BRIDGE
D678-97KOBELCO SK220 LC MARKIV 6/16
D681-CASE 590 SUPER-L BACKHOE 6/11, 6/22-6/26, 6/29-6/30
4. BIG CREEK II-B
D654 NORTHWEST 95-70 DRAGLINE 6/1, 6/22-6/26, 6/29-6/30
E135-NORTHWEST 9570 DRAGLINE 6/1, 6/10-6/12, 6/15-6/19, 6/29-6/30
E526-DRESSER TD25G DOZER 6/8-6/9
E532-DRESSER TD25G DOZER 6/9-6/12, 6/15-6/17, 6/19, 6/22-6/26, 6/29-6/30
5. BIG CREEK II-B-6
D678-97KOBELCO SK220 LC MARKIV 6/12
6. BIG CREEK BYPASS II-B ALT
D624-CATERPILLAR D5H LGP DOZER 6/1-6/5, 6/8-6/9
D663-CATERPILLAR D5H LP DOZER 6/1-6/3, 6/9-6/12, 6/15-6/19, 6/22-6/26, 6/29-6/30
D699-1998 KOMATSU D65P DOZER 6/1-6/5, 6/8-6/12, 6/15-6/19, 6/23-6/26, 6/29-6/30
E225-FIATALLIS FG85MOTORGRADER 6/4-6/5, 6/8-6/9, 6/12, 6/19
E526-DRESSER TD25G DOZER 6/1-6/3, 6/5, 6/15-6/19, 6/22-6/23, 6/30
E532-DRESSER TD25G DOZER 6/1-6/5, 6/8
7. CLEAR CREEK VI-A
D678-97KOBELCO SK220 LC MARKIV 6/9-6/12
E538-EL240HYDR. EXCAVATOR 6/15-6/16, 6/18, 6/24-6/26
8. CLODINE DITCH V-b
D681-CASE 590 SUPER-L BACKHOE 6/10
E531-CASE 450 6/25-6/26, 6/29
9. COON CREEK II-B-3
D663-CATERPILLAR D5H LP DOZER 6/5, 6/8
D678-97KOBELCO SK220 LC MARKIV 6/22-6/23, 6/29-6/30
D681-CASE 590 SUPER-L BACKHOE 6/12
E531-CASE 450 6/24
10. COTTONWOOD CREEK II-B-24
D663-CATERPILLAR D5H LP DOZER 6/3-6/5
D678-97KOBELCO SK220 LC MARKIV 6/19
11. COUNTY LINE DITCH II-VV
D604-CATERPILLAR D5H DOZER 6/30

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

12. COW CREEK II-A		
E531-CASE 450	6/2	
13. DRY CREEK II-B-2		
D624-CATERPILLAR D5H LGP DOZER	6/22	
14. FAIRCHILDS CREEK II-B-10		
D678-97KOBELCO SK220 LC MARKIV	6/18-6/19	
15. FAIRCHILDS CREEK II-B-10-c		
D550-D21E KOMATSU BULLDOZER	6/17-6/18	
16. FLAT BANK CREEK II-k		
D661 LINKBELT LS98A	6/25-6/26	
17. FLEWELLEN DITCH II-E-10-b		
E531-CASE 450	6/30	
18. FULSHEAR CREEK II-F		
E538-EL240HYDR. EXCAVATOR	6/26	
19. GAPPS SLOUGH II-B-2-a		
D678-97KOBELCO SK220 LC MARKIV	6/17-6/18	
D681-CASE 590 SUPER-L BACKHOE	6/19	
20. GUY CREEK I-A-1		
E538-EL240HYDR. EXCAVATOR	6/12	
21. HOGG BAYOU II-A-3		
E531-CASE 450	6/1	
22. KEEGANS BAYOU VII-C-1		
D681-CASE 590 SUPER-L BACKHOE	6/1	
23. LONGPOINT SLOUGH V-B-1		
D661 LINKBELT LS98A	6/2-6/5, 6/8-6/12, 6/15-6/19, 6/23-6/24	
24. M.U.D. ELDRIDGE RD.		
D624-CATERPILLAR D5H LGP DOZER	6/30	
25. MOUND CREEK I-A		
D678-97KOBELCO SK220 LC MARKIV	6/25	
26. OYSTER CREEK II-K		
D605-JD690E-LC EXCAVATOR	6/8-6/12, 6/15-6/17	

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

27. OYSTER CREEK II-K-3-a	
D605-JD690E-LC EXCAVATOR	6/3-6/5
D624-CATERPILLAR D5H LGP DOZER	6/10-6/11
E113-JOHNDERE 350C BULLDOZER	6/4-6/5, 6/8-6/10, 6/12
28. OYSTER CREEK II-K-5	
E113-JOHNDERE 350C BULLDOZER	6/25
29. SAN BERNARD RIVER I-J	
D604-CATERPILLAR D5H DOZER	6/2-6/5, 6/8-6/11
E538-EL240HYDR. EXCAVATOR	6/3-6/5, 6/8-6/11
30. SEABOURNE CREEK II-B-4	
D624-CATERPILLAR D5H LGP DOZER	6/22
E538-EL240HYDR. EXCAVATOR	6/11
31. SIMS BAYOU VIII-A-1	
E531-CASE 450	6/15
32. SIMS BAYOU (CANGELOSI DITCH) VIII	
D681-CASE 590 SUPER-L BACKHOE	6/15
33. SNAKE CREEK I-C	
D556-LINKBELT LS98C DRAGLINE	6/1-6/5, 6/8
D605-JD690E-LC EXCAVATOR	6/5
D678-97KOBELCO SK220 LC MARKIV	6/2-6/5, 6/8, 6/16-6/17, 6/25-6/26, 6/30
E133-NORTHWEST 41AIR DRAGLINE	6/2, 6/4-6/5
E538-EL240HYDR. EXCAVATOR	6/29
34. SNAKE CREEK I-C-7	
D550-D21E KOMATSU BULLDOZER	6/18
D604-CATERPILLAR D5H DOZER	6/23-6/25, 6/29-6/30
35. SNAKE CREEK I-C-8	
D550-D21E KOMATSU BULLDOZER	6/18
36. THEATRE DITCH II-B-2-e	
D605-JD690E-LC EXCAVATOR	6/5
37. TURKEY CREEK I-D	
D678-97KOBELCO SK220 LC MARKIV	6/1
D681-CASE 590 SUPER-L BACKHOE	6/1-6/2
E531-CASE 450	6/4-6/5, 6/9, 6/16-6/18, 6/22, 6/8
E538-EL240HYDR. EXCAVATOR	6/1-6/3
38. WILLOW FORK OF BUFFALO BAYOU V-A	
D604-CATERPILLAR D5H DOZER	6/1-6/2, 6/11-6/12, 6/15-6/19
D605-JD690E-LC EXCAVATOR	6/1-6/2
D624-CATERPILLAR D5H LGP DOZER	6/22-6/26, 6/30
E133-NORTHWEST 41AIR DRAGLINE	6/10-6/12, 6/15-6/19, 6/22-6/26, 6/29-6/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. LANDFILL	
D641 1995 JD 6200 TRACTOR	6/1-6/5, 6/30
2. BIG CREEK II-B	
D595-JOHN DEERE 2555	6/29-6/30
E516-HESSTON 7066 TRACTOR	6/29-6/30
3. BIG CREEK II-B-6	
D569-CASE IH 695 2 WD	6/29-6/30
D583-CASE IH MPD TRACTOR	6/29-6/30
D625-6200JD MPWD TRACTOR	6/29-6/30
4. BIG CREEK II-B-7	
D595-JOHN DEERE 2555	6/29
E516-HESSTON 7066 TRACTOR	6/29
5. BRAZOS RIVER II-MM	
D617-6200MPWD TRACTOR	6/17-6/19
6. BRAZOS RIVER II-MM-1	
D617-6200MPWD TRACTOR	6/19
7. BUFFALO CREEK I-B-3	
D582-CASE IH MPD TRACTOR	6/30
E229-HESSTON 7066 TRACTOR	6/30
8. BULLHEAD SLOUGH II-L	
D593-JOHN DEERE 2555	6/15-6/17
D618-6200MPWD TRACTOR	6/19, 6/22
D626-6200JD MPWD TRACTOR	6/15-6/17
D644-FORD 5640 MPWD	6/19, 6/22
9. CEDAR CREEK I-B	
D595-JOHN DEERE 2555	6/18
10. CHOCOLATE BAYOU X	
D594-JOHN DEERE 2555	6/12
D616-6200MPWD TRACTOR	6/12
D627-6200JD MPWD TRACTOR	6/12
D642 1995 JD 6200 TRACTOR	6/12
D679-1997 JD 6200 TRACTOR	6/12
11. CHOCOLATE BAYOU X-A	
D594-JOHN DEERE 2555	6/12
D616-6200MPWD TRACTOR	6/12
D627-6200JD MPWD TRACTOR	6/12
D642 1995 JD 6200 TRACTOR	6/12
D679-1997 JD 6200 TRACTOR	6/12

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

12. CHOCOLATE BAYOU X-B	
D594-JOHN DEERE 2555	6/12
D616-6200MFWD TRACTOR	6/12
D627-6200JD MFWD TRACTOR	6/12
D642 1995 JD 6200 TRACTOR	6/12
13. CLODINE DITCH V-b	
D593-JOHN DEERE 2555	6/19, 6/22-6/25
D618-6200MFWD TRACTOR	6/22-6/25
D626-6200JD MFWD TRACTOR	6/19, 6/22-6/25
D644-FORD 5640 MFWD	6/22-6/26
E243-FORD 6610 SLOPEMOWER	6/22, 6/24-6/25
14. COON CREEK II-B-3	
D617-6200MFWD TRACTOR	6/24
15. DRY BRANCH I-E	
D593-JOHN DEERE 2555	6/8
D618-6200MFWD TRACTOR	6/10
D626-6200JD MFWD TRACTOR	6/8
D644-FORD 5640 MFWD	6/9-6/10
16. DRY BRANCH I-E-1	
D618-6200MFWD TRACTOR	6/9
D644-FORD 5640 MFWD	6/9
17. DRY BRANCH I-E-1-a	
D593-JOHN DEERE 2555	6/9
D626-6200JD MFWD TRACTOR	6/9
D644-FORD 5640 MFWD	6/9
18. DRY BRANCH I-E-1-b	
D593-JOHN DEERE 2555	6/9
D626-6200JD MFWD TRACTOR	6/9
D644-FORD 5640 MFWD	6/9
19. DRY BRANCH I-E-2	
D593-JOHN DEERE 2555	6/8
D618-6200MFWD TRACTOR	6/10
D626-6200JD MFWD TRACTOR	6/5, 6/8
D644-FORD 5640 MFWD	6/9
20. DRY BRANCH I-E-2-a	
D593-JOHN DEERE 2555	6/8
D626-6200JD MFWD TRACTOR	6/8
D644-FORD 5640 MFWD	6/9

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

21. DRY CREEK II-B-2
D572-CASE IH 695 MFD 6/4, 6/9-6/10
E230-HESSTON 7066 TRACTOR 6/16-6/17, 6/22-6/26, 6/29
E231-HESSTON 7066 TRACTOR 6/4, 6/11, 6/15-6/19, 6/24-6/26, 6/29
E242-FORD 6610 SLOPEMOWER 6/15-6/19, 6/22
E515-HESSTON 7066 TRACTOR 6/12, 6/16-6/17, 6/19, 6/22, 6/29
E523-HESSTON 7066 SLOPEMOWER 6/10-6/11, 6/15, 6/18, 6/22-6/26

22. DRY CREEK II-B-2-i
E231-HESSTON 7066 TRACTOR 6/8-6/11
E242-FORD 6610 SLOPEMOWER 6/15
E515-HESSTON 7066 TRACTOR 6/12
E523-HESSTON 7066 SLOPEMOWER 6/15

23. FAIRCHILDS CREEK II-B-10
D582-CASE IH MFD TRACTOR 6/30
E229-HESSTON 7066 TRACTOR 6/3, 6/30

24. FAIRCHILDS CREEK II-B-10-a
D617-6200MFWD TRACTOR 6/15-6/16

25. FAIRCHILDS CREEK II-B-10-b
D569-CASE IH 695 2 WD 6/30
D583-CASE IH MFD TRACTOR 6/30
D625-6200JD MFWD TRACTOR 6/30

26. FULSHEAR CREEK II-F
D596-JOHN DEERE 2555 6/23

27. JACKSON DITCH I-H
D593-JOHN DEERE 2555 6/4
D618-6200MFWD TRACTOR 6/8
D644-FORD 5640 MFWD 6/8

28. LONGPOINT SLOUGH V-B
D593-JOHN DEERE 2555 6/25-6/26, 6/29
D618-6200MFWD TRACTOR 6/25-6/26, 6/29
D626-6200JD MFWD TRACTOR 6/25-6/26, 6/29
D644-FORD 5640 MFWD 6/29
E243-FORD 6610 SLOPEMOWER 6/25

29. LONGPOINT SLOUGH V-B-1
D644-FORD 5640 MFWD 6/26

30. LONGPOINT SLOUGH V-B-2
D626-6200JD MFWD TRACTOR 6/29

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

31. LONGPOINT SLOUGH V-B-3	
D626-6200JD MFWD TRACTOR	6/29
32. LOWER OYSTER CREEK III	
D594-JOHN DEERE 2555	6/2-6/5, 6/8-6/10
D616-6200MFWD TRACTOR	6/5, 6/8-6/10
D627-6200JD MFWD TRACTOR	6/2, 6/4-6/5, 6/8-6/10
D642 1995 JD 6200 TRACTOR	6/3, 6/5, 6/8
D679-1997 JD 6200 TRACTOR	6/4-6/5, 6/9-6/10
33. LOWER OYSTER CREEK III-D	
D627-6200JD MFWD TRACTOR	6/3
34. MEANS DITCH I-F	
D593-JOHN DEERE 2555	6/1
D626-6200JD MFWD TRACTOR	6/1
35. MIDDLE BAYOU II-D-1	
D593-JOHN DEERE 2555	6/10, 6/15
D626-6200JD MFWD TRACTOR	6/10, 6/12, 6/15
36. MUSTANG CREEK IV	
D594-JOHN DEERE 2555	6/16-6/17
D616-6200MFWD TRACTOR	6/16-6/17
D627-6200JD MFWD TRACTOR	6/16-6/17
D642 1995 JD 6200 TRACTOR	6/16-6/17
D679-1997 JD 6200 TRACTOR	6/16-6/17
37. MUSTANG CREEK IV-B	
D594-JOHN DEERE 2555	6/15
D616-6200MFWD TRACTOR	6/15
D627-6200JD MFWD TRACTOR	6/15
D642 1995 JD 6200 TRACTOR	6/15
D679-1997 JD 6200 TRACTOR	6/15
38. OYSTER CREEK II-K	
D594-JOHN DEERE 2555	6/22-6/25
D616-6200MFWD TRACTOR	6/18-6/19, 6/22-6/25
D627-6200JD MFWD TRACTOR	6/22-6/25
D641 1995 JD 6200 TRACTOR	6/22-6/25
D642 1995 JD 6200 TRACTOR	6/18-6/19, 6/22-6/24
D679-1997 JD 6200 TRACTOR	6/18-6/19, 6/22-6/25
39. OYSTER CREEK II-K-14	
D594-JOHN DEERE 2555	6/11
D616-6200MFWD TRACTOR	6/11
D627-6200JD MFWD TRACTOR	6/11
D642 1995 JD 6200 TRACTOR	6/11
D679-1997 JD 6200 TRACTOR	6/11

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40. OYSTER CREEK II-K-3	
D594-JOHN DEERE 2555	6/18-6/19
D627-6200JD MFWD TRACTOR	6/18-6/19
41. OYSTER CREEK II-K-5	
D594-JOHN DEERE 2555	6/18
D627-6200JD MFWD TRACTOR	6/18
D642 1995 JD 6200 TRACTOR	6/18
D679-1997 JD 6200 TRACTOR	6/18
42. RABBS BAYOU II-D	
D593-JOHN DEERE 2555	6/11
D626-6200JD MFWD TRACTOR	6/11-6/12
D644-FORD 5640 MFWD	6/12
43. RABBS BAYOU II-D-4	
D593-JOHN DEERE 2555	6/11
D626-6200JD MFWD TRACTOR	6/11
44. RABBS BAYOU II-D-5	
D593-JOHN DEERE 2555	6/11
D626-6200JD MFWD TRACTOR	6/11
D644-FORD 5640 MFWD	6/12
45. RABBS BAYOU II-D-5-a	
D644-FORD 5640 MFWD	6/12
46. RABBS BAYOU II-D-5-b	
D644-FORD 5640 MFWD	6/12
47. RABBS BAYOU II-D-5-b-1	
D644-FORD 5640 MFWD	6/12
48. RED GULLY II-K-9	
D593-JOHN DEERE 2555	6/17, 6/19
D618-6200MFWD TRACTOR	6/19
D626-6200JD MFWD TRACTOR	6/17-6/18
D644-FORD 5640 MFWD	6/19
E243-FORD 6610 SLOPEMOWER	6/16, 6/18, 6/22
49. RED GULLY II-K-9-a	
E243-FORD 6610 SLOPEMOWER	6/19
50. RED GULLY II-K-9-d	
E243-FORD 6610 SLOPEMOWER	6/18

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51. ROBINOWITZ DITCH II-M	
D625-6200JD MFWD TRACTOR	6/17-6/18
52. SAN BERNARD RIVER I-J	
E243-FORD 6610 SLOPEMOWER	6/19
53. SAN BERNARD RIVER I-K	
D593-JOHN DEERE 2555	6/4
D618-6200MFWD TRACTOR	6/8
D644-FORD 5640 MFWD	6/8
54. SAN BERNARD RIVER I-L	
D593-JOHN DEERE 2555	6/9
D618-6200MFWD TRACTOR	6/10
D626-6200JD MFWD TRACTOR	6/9
55. SEABOURNE CREEK II-B-4	
D582-CASE IH MFD TRACTOR	6/15, 6/17-6/18
D617-6200MFWD TRACTOR	6/19, 6/22-6/23
D625-6200JD MFWD TRACTOR	6/15
E229-HESSTON 7066 TRACTOR	6/15, 6/17-6/18
56. SEABOURNE CREEK II-B-4-a	
D582-CASE IH MFD TRACTOR	6/18
D645-FORD 5640 MFWD	6/22-6/23
E229-HESSTON 7066 TRACTOR	6/18
57. SNAKE CREEK I-C	
D595-JOHN DEERE 2555	6/4-6/5, 6/8-6/12, 6/15-6/18
D617-6200MFWD TRACTOR	6/24-6/26, 6/29-6/30
D625-6200JD MFWD TRACTOR	6/4-6/5, 6/8
D645-FORD 5640 MFWD	6/24-6/26, 6/29-6/30
E516-HESSTON 7066 TRACTOR	6/9-6/12, 6/15-6/18
58. SNAKE CREEK I-C-10	
D595-JOHN DEERE 2555	6/10-6/11
E516-HESSTON 7066 TRACTOR	6/10-6/11
59. SNAKE CREEK I-C-11	
D595-JOHN DEERE 2555	6/9
E516-HESSTON 7066 TRACTOR	6/9
60. SNAKE CREEK I-C-12	
D595-JOHN DEERE 2555	6/8
61. SNAKE CREEK I-C-12-a	
D595-JOHN DEERE 2555	6/8

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62. SNAKE CREEK I-C-13	
D595-JOHN DEERE 2555	6/5
D625-6200JD MFWD TRACTOR	6/5
63. SNAKE CREEK I-C-15	
D595-JOHN DEERE 2555	6/4
D625-6200JD MFWD TRACTOR	6/4
64. SNAKE CREEK I-C-2	
D595-JOHN DEERE 2555	6/17-6/18
E516-HESSTON 7066 TRACTOR	6/17-6/18
65. SNAKE CREEK I-C-3	
D595-JOHN DEERE 2555	6/18
E516-HESSTON 7066 TRACTOR	6/18
66. SNAKE CREEK I-C-6	
D595-JOHN DEERE 2555	6/17
E516-HESSTON 7066 TRACTOR	6/16-6/17
67. SNAKE CREEK I-C-6-a	
D595-JOHN DEERE 2555	6/16
68. SNAKE CREEK I-C-7	
D595-JOHN DEERE 2555	6/16
E516-HESSTON 7066 TRACTOR	6/16
69. SNAKE CREEK I-C-7-b	
D595-JOHN DEERE 2555	6/15
70. SNAKE CREEK I-C-8	
D595-JOHN DEERE 2555	6/15
E516-HESSTON 7066 TRACTOR	6/15
71. STAFFORD RUN CREEK II-K-1	
D594-JOHN DEERE 2555	6/25, 6/29
D616-6200MFWD TRACTOR	6/25-6/26, 6/29-6/30
D627-6200JD MFWD TRACTOR	6/25-6/26, 6/29
D642 1995 JD 6200 TRACTOR	6/26, 6/29-6/30
D679-1997 JD 6200 TRACTOR	6/25-6/26, 6/29-6/30
72. STAFFORD RUN CREEK II-K-1-a	
D616-6200MFWD TRACTOR	6/29
D627-6200JD MFWD TRACTOR	6/29-6/30
D642 1995 JD 6200 TRACTOR	6/29
D679-1997 JD 6200 TRACTOR	6/29

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73. STAFFORD RUN CREEK II-K-1-b

D616-6200MFWD TRACTOR	6/29
D627-6200JD MFWD TRACTOR	6/29
D642 1995 JD 6200 TRACTOR	6/29
D679-1997 JD 6200 TRACTOR	6/29

74. THEATRE DITCH II-B-2-e

D572-CASE IH 695 MFD	6/11
E242-FORD 6610 SLOPEMOWER	6/12
E523-HESSTON 7066 SLOPEMOWER	6/12

75. TURKEY CREEK I-D

D593-JOHN DEERE 2555	6/1-6/2, 6/4
D618-6200MFWD TRACTOR	6/2, 6/8-6/10
D644-FORD 5640 MFWD	6/8

76. TURKEY CREEK I-D-10

D571-CASE IH 695 MFD	6/9
D593-JOHN DEERE 2555	6/4
D626-6200JD MFWD TRACTOR	6/1, 6/4
E524-HESSTON 7066 TRACTOR	6/9

77. TURKEY CREEK I-D-12

D626-6200JD MFWD TRACTOR	6/1

78. TURKEY CREEK I-D-2

D593-JOHN DEERE 2555	6/5
D626-6200JD MFWD TRACTOR	6/5

79. TURKEY CREEK I-D-6

D593-JOHN DEERE 2555	6/3
D618-6200MFWD TRACTOR	6/8
D626-6200JD MFWD TRACTOR	6/3-6/4
D644-FORD 5640 MFWD	6/8

80. TURKEY CREEK I-D-8

D593-JOHN DEERE 2555	6/2
D626-6200JD MFWD TRACTOR	6/2-6/3

81. WILLOW FORK OF BUFFALO BAYOU V-A

D571-CASE IH 695 MFD	6/29-6/30
D593-JOHN DEERE 2555	6/29-6/30
D618-6200MFWD TRACTOR	6/29-6/30
D626-6200JD MFWD TRACTOR	6/29-6/30
D644-FORD 5640 MFWD	6/30

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1. ROAD AND BRIDGE DEPARTMENT ROAD&BRIDGE
D581-90FORDF700(02418) 6/16
2. BIG CREEK II-B-6
E517-MF 283 SLOPEMOWER 6/4
3. BRAZOS RIVER II-H
D570-CASE IH 695 2 WD 6/23
E518-MF 283 SLOPEMOWER 6/23
4. BROOKSHIRE CREEK II-F-1
E117-JOHNDEERE 350C SLOPEMOWER 6/10-6/12
E122-JOHNDEERE 350C SLOPEMOWER 6/10-6/12
E128-INTL. 784 SLOPEMOWER 6/24-6/25
5. BROOKSHIRE CREEK II-P-1-d
E122-JOHNDEERE 350C SLOPEMOWER 6/11
E128-INTL. 784 SLOPEMOWER 6/24
6. BULLHEAD SLOUGH II-L
D581-90FORDF700(02418) 6/19
7. COTTONWOOD CREEK II-B-24
E517-MF 283 SLOPEMOWER 6/4
8. COW CREEK II-A
E514-HESSTON 7066 TRACTOR 6/4-6/5, 6/8
9. DRY CREEK II-B-2
D570-CASE IH 695 2 WD 6/1-6/4, 6/9
E518-MF 283 SLOPEMOWER 6/2-6/4, 6/9
10. FLEWELLEN DITCH II-E-10-b
D581-90FORDF700(02418) 6/19
11. FULSHEAR CREEK II-F
E117-JOHNDEERE 350C SLOPEMOWER 6/8-6/9, 6/16
E122-JOHNDEERE 350C SLOPEMOWER 6/8-6/10, 6/16
E128-INTL. 784 SLOPEMOWER 6/19, 6/22, 6/24
12. HADY CREEK II-P-2
E128-INTL. 784 SLOPEMOWER 6/24
13. LOWER OYSTER CREEK III-D
D570-CASE IH 695 2 WD 6/24

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14. OYSTER CREEK II-K
D570-CASE IH 695 2 WD 6/24-6/26, 6/29-6/30
E518-MF 283 SLOPEMOWER 6/24-6/26, 6/29-6/30

15. OYSTER CREEK II-K-6
D570-CASE IH 695 2 WD 6/23

16. PECAN GROVE UTILITY DISTRICT P.GROVE MUD
D581-90FORD700(02418) 6/9-6/10
E525-HESSTON 7066 SLOPEMOWER 6/26

17. SAN BERNARD RIVER I-J
E146-INTL. 784 TRACTOR 6/23

18. SUGARLAND IND. DITCH II-DD
D581-90FORD700(02418) 6/11

19. WILLOW FORK OF BUFFALO BAYOU V-A
D581-90FORD700(02418) 6/11-6/12
E117-JOHNDERERE 350C SLOPEMOWER 6/1-6/3
E122-JOHNDERERE 350C SLOPEMOWER 6/1-6/3
E525-HESSTON 7066 SLOPEMOWER 6/11-6/12

20. WILLOW FORK OF BUFFALO BAYOU V-A-3
E525-HESSTON 7066 SLOPEMOWER 6/19

21. WILLOW FORK OF BUFFALO BAYOU V-A-3-b
D581-90FORD700(02418) 6/19

22. WILLOW FORK OF BUFFALO BAYOU V-A-6
E525-HESSTON 7066 SLOPEMOWER 6/19

23. WILLOW FORK OF BUFFALO BAYOU V-A-7
D581-90FORD700(02418) 6/12