

**NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
FRIDAY, DECEMBER 29, 1995
10:00 O'CLOCK A.M.**

AGENDA

1. Call to Order.
2. Approve minutes of meeting of December 12, 1995.
3. Approve line item transfers in budgets and funds.
4. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
5. Approve agreements/contracts for County equipment or services.
6. Consider approving resolution authorizing release of drainage easements at the Grand Parkway and U.S. 90A.
7. Consider reappointing 3 commissioners to Fort Bend Rural Fire Prevention District #1.
8. Consider approving agreement between Fort Bend County and Quail Run Community Improvement Association Inc. for contract deputy services.
9. Consider approving funding source for County Clerk's imaging system maintenance.
10. Consider approving pay request in the amount of \$31,850 from American Roofing Co. for Pct. 4 building roof repairs.
11. Consider accepting Medicare assignments for Emergency Medical Services.
12. Consider approving change order #1 in the amount of \$2,048 to S&C Construction for Mission Bend, Mission Glen, Providence street repairs, Pct. 3.
13. Approve Bills.
14. Adjournment.

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

FILED FOR RECORD
ME 8:11 **A.M.**
P.M.

DEC 21 1995

Debbie Wilson
County Clerk, Fort Bend Co.

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 21, 1995 by Debbie Wilson.

**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, P.O. Box 368, 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 29th DAY of DECEMBER 1995, 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 |
| ALTON PRESSLEY | COMMISSIONER PRECINCT #3 |
| MARIANNA WEBB for DIANNE WILSON | COUNTY CLERK |

Commissioner Bob Lutts absent.

When the following were had and the following orders were passed to wit:

1. Call to Order:

Call to Order by Judge Rozell.

2. Approve minutes of meeting of December 12, 1995:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve minutes of meeting of December 12, 1995 with correction to #30 and #37-A.

3. Approve line item transfers in budgets and funds:

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds and to give the County Auditor the authority to transfer these line items within the budget to cover shortages for VEHICLE MAINTENANCE, PURCHASING, CONSTABLE PCT.4, JUSTICE OF THE PEACE PCT. 2, DISTRICT ATTORNEY, DEPT. 45- NON DEPARTMENTAL, ROAD & BRIDGE PCT.3, ROAD & BRIDGE PCT. 1, and EMS, as presented by Robert Grayless, County Auditor.

Robert Grayless did address the fact that this was the first time since Indigent Care's creation, that it did not have to be amended during the year.

DECEMBER 29, 1995

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve out-of-state travel requests for Lorraine Wilson and Judge Thomas O. Stansbury, DISTRICT COURT 328TH.

- 5. Approve agreements/contracts for County equipment or services:**

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve agreements/contracts of County equipment or services and Addendum for the following:

MANAGEMENT INFORMATION SYSTEMS: VE SOFT \$915.00

- 6. Consider approving resolution authorizing release of drainage easements at the Grand Parkway and U.S. 90A:**

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve resolution authorizing release of drainage easements at the Grand Parkway and U.S. 90A.

- 7. Consider reappointing 3 commissioners to Fort Bend Rural Fire Prevention District #1:**

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried (4-0), it is ordered to reappoint Flo Berkman, Betty Pawelek and Howard Waugh to Fort Bend Rural Fire Prevention District #1.

- 8. Consider approving agreement between Fort Bend County and Quail Run Community Improvement Association Inc. for contract deputy services:**

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve agreement between Fort Bend County and Quail Run Community Improvement Association Inc. for contract deputy services.

- 9. Consider approving funding source for County Clerk's imaging system maintenance:**

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve funding source for County Clerk's imaging system maintenance for October, November, December, 1995 in the amount of \$17,760.00, (funds taken from County Clerk's Record Management, #144).

DECEMBER 29, 1995

- 10. Consider approving pay request in the amount of \$31,850 from American Roofing Co. for Pct. 4 building roof repairs:**

Postpone.

- 11. Consider accepting Medicare assignments for Emergency Medical Services:**

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried (4-0), it is ordered to accept Medicare assignments for Emergency Medical Services.

- 12. Consider approving change order #1 in the amount of \$2,048 to S&C Construction for Mission Bend, Mission Glen, Providence street repairs, Pct. 3:**

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve change order #1 in the amount of \$2,048 to S&C Construction for Mission Bend, Mission Glen, Providence street repairs, Pct. 3.

- 13. Approve Bills:**

Moved by Commissioner Pressley, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve bills as presented by Robert Grayless, County Auditor.

- 14. Adjournment:**

Commissioners Court adjourned at 10:29 a.m. on Friday, December 29, 1995.

4

DATE: December 13, 1995

TO: Fort Bend County
Commissioners' Court

FROM: Auditor's Office

Since the Commissioners Court does not meet next week, would you authorize by your signature below, the budget transfer as outlined below. This is to be ratified at the next court meeting.

If you would send this authorization back as soon as possible it would be appreciated.
Thank you.

R+B Pct 1

TRANSFER TO:

| <u>LINE-ITEM NAME</u> | <u>NUMBER</u> | <u>AMOUNT</u> |
|-----------------------------|--------------------------|--------------------|
| <u>Salaries & Labor</u> | <u>101-047-0470-0200</u> | <u>\$82,812.00</u> |

TRANSFER FROM:

| | | |
|-----------------------|--------------------------|--------------------|
| <u>Temporary Help</u> | <u>101-047-0470-0201</u> | <u>\$7,000.00</u> |
| <u>Overtime</u> | <u>101-047-0470-0202</u> | <u>\$60,000.00</u> |
| <u>Merit Pool</u> | <u>101-047-0470-4070</u> | <u>\$7,812.00</u> |
| <u>Culverts</u> | <u>101-047-0470-7008</u> | <u>\$8,000.00</u> |

*Done
12/29/95*

Mike D. Rozell
Mike D. Rozell, County Judge

Alton Pressley, Commissioner Pct. #3

R. L. O'Shieles
R. L. O'Shieles, Comm. Pct. #1

Bob Lutts
Bob Lutts, Comm. Pct. #4

Grady Prestage
Grady Prestage, Comm. Pct. #2

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 1995

On this the 29 day of December, 1995, 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
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 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: Road + Bridge Pct. 3 Department #: 049

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|-----------------|------------------------|----------|
| Fees + Services | 103-049-0490-1300-4010 | 1,500.00 |
| | | |
| | | |
| | | |
| | | |

TOTAL TRANSFERRED TO: \$ 1,500.00

TRANSFER FROM:

| | | |
|---------|------------------------|----------|
| Rentals | 103-049-0490-1300-3020 | 1,500.00 |
| | | |
| | | |
| | | |
| | | |

TOTAL TRANSFERRED FROM: \$ 1,500.00

EXPLANATION: to cover purchase order modifications.

Department Head: Alton Pressley Date: 12-15-95

THE COUNTY OF FORT BEND

By: Mike D. Rozell 12-29-95

ROUND DOLLARS ONLY

#3

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS
OF FORT BEND COUNTY FOR THE YEAR 1995

On this the ^{29th} ~~28th~~ day of December, 1995, the Commissioner's Court, with the following members being present:

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

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 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: Fort Bend County Constable Precinct #4 Department #: 026

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|------------------------------|-------------|---------------------------------|
| <u>Office Supplies</u> | <u>1062</u> | <u>\$ 410.50 202</u> |
| TOTAL TRANSFERRED TO: | | \$ <u>410.50</u> 202 |

TRANSFER FROM:

| | | |
|---------------------------------|-------------|--|
| <u>Property & Equipment</u> | <u>1010</u> | <u>\$ 410.50 202</u> |
| TOTAL TRANSFERRED FROM: | | \$ <u>410.50</u> 202⁰⁰ |

EXPLANATION:

DEPARTMENT HEAD: Shepherd H. Walsburn DATE: 12/19/95

THE COUNT OF FORT BEND ROUND DOLLARS ONLY

BY: Mike D. Rozell 12/29/95
Mike D. Rozell, County Judge

✓

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1995

#3

On this the 29 day of December, 1995, 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 |
| Alton Pressley | - | Commissioner Precinct #3 |
| Bob Lutts | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 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: District Attorney Department #: 012

TRANSFER TO: Fund 010

| LINE-ITEM NAME | NUMBER | AMOUNT |
|----------------------------|-------------|------------------|
| <u>Fees & Services</u> | <u>4010</u> | <u>\$348.50</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL TRANSFERRED TO: | | <u>\$ 348.50</u> |

TRANSFER FROM: Fund 010

| | | |
|---------------------------------|-------------|------------------|
| <u>Property & Equipment</u> | <u>1010</u> | <u>348.50</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL TRANSFERRED FROM: | | <u>\$ 348.50</u> |

EXPLANATION: To pay court reporter for transcript from murder trial
268th District Court.

Department Head: *John Healey* Date: 12-29-95

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

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

3

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY.
FOR THE YEAR 1995

On this the 29 day of December, 1995, 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 |
| Alton Pressley | - | Commissioner Precinct #3 |
| Bob Lutts | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, heretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 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: Emergency Medical Service Department #: 034

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|------------------------------|-------------|---|
| <u>Salaries and Labor</u> | <u>0200</u> | <u>60,756.00</u> |
| <u>Temporary / Part Time</u> | <u>0201</u> | <u>2,808.00</u> |
| <u>Social Security</u> | <u>0300</u> | <u>100.00</u> |
| <u>Retirement</u> | <u>0400</u> | <u>910.00</u> |
| | | <u>TOTAL TRANSFERRED TO: \$ 64,574.00</u> |

| | | |
|-----------------------------|-------------|---|
| TRANSFER FROM: | | |
| <u>Education Expense</u> | <u>4014</u> | <u>2,100.00</u> |
| <u>Conferences</u> | <u>0701</u> | <u>4,400.00</u> |
| <u>Property and Equip.</u> | <u>1010</u> | <u>1,500.00</u> |
| <u>Overtime</u> | <u>0202</u> | <u>21,200.00</u> |
| <u>Office Supplies</u> | <u>1062</u> | <u>3,500.00</u> |
| <u>Contingency Fund</u> | | <u>13,674.00</u> |
| <u>Utilities</u> | <u>2000</u> | <u>8,000.00</u> |
| <u>Repairs/Maint. Radio</u> | <u>7020</u> | <u>2,200.00</u> |
| <u>Fees and Serv.</u> | <u>4010</u> | <u>8,000.00</u> |
| | | <u>TOTAL TRANSFERRED FROM: \$ 64,574.00</u> |

EXPLANATION: Increase in overtime expense and manpower needs due to an increase in call volume, a 14% increase over 1994 as of 10/95. Also, the 1995 payroll was more than what was originally calculated during the 1994 planning. Low turnover. Also, to cover 12/30 and 12/31, 1995 payroll.

Department Head: _____ Date: _____

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike D. Rozell 12/29/95
Mike D. Rozell, County Judge

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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1995

12

On this the 29 day of December, 1995, 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
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 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: _____ Department #: _____

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|------------------------|-------------------|-------------|
| Insurance (Property) | 010 045 0450 0550 | \$ 5,000.00 |
| | | |
| | | |
| | | |
| | | |
| TOTAL TRANSFERRED TO: | | \$ 5,000.00 |

TRANSFER FROM:

| | | |
|-------------------------|-------------------|-------------|
| Contingency | 010 045 0450 4040 | \$ 5,000.00 |
| | | |
| | | |
| | | |
| | | |
| TOTAL TRANSFERRED FROM: | | \$ 5,000.00 |

EXPLANATION: Insurance premiums and deductibles

Department Head: Mike D. Rozell Date: 12 19 95

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike D. Rozell 12-29-95
Mike D. Rozell, County Judge



3

95-12-18A11:54 R0V0

DATE: December 13, 1995
 TO: Fort Bend County
 Commissioner's Court
 FROM: Auditor's Office

Since the Commissioners Court does not meet next week, would you authorize by your signature below, the budget transfer as outlined below. This is to be ratified at the next court meeting.

If you would send this authorization back as soon as possible it would be appreciated. Thank you.

Purchasing Department

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|-----------------|--------|--------|
| Conf/Travel | 0701 | 25- |
| Office Supplies | 1062 | 484- |
| | | |
| | | |

TRANSFER FROM:

| | | |
|-------------------|------|------|
| Property & Equip. | 1010 | 509- |
| | | |
| | | |
| | | |

Mike D. Rozell 12-15-95
 Mike D. Rozell, County Judge

Alton Pressley, Comm. Pct. #3

R.L. O'Shiales, Comm. Pct. #1

Bob Lutts, Comm. Pct. #4

Grady Prestage, Comm. Pct. #2

✓

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 199**

On this the 29 day of December, 1995, the Commissioners' Court, with the following members being present:

- | | | |
|----------------|---|--------------------------|
| Mike Rozell | - | County Judge |
| R.L. O'Shales | - | Commissioner Precinct #1 |
| Grady Prestage | - | Commissioner Precinct #2 |
| Alton Presley | - | Commissioner Precinct #3 |
| Bob Lutts | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 28, 1992, the Court heard and approved the budget for the year 1993 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Justice Of The Peace, Pct. 2 Department #: 052

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|-----------------------|---------------------------|-------------------|
| <u>SALARIES</u> | <u>010 0520 1200 200</u> | <u>\$3,585.00</u> |
| <u>UTILITIES</u> | <u>010 0520 1200 2000</u> | <u>\$468.00</u> |
| | | |
| | | |
| TOTAL TRANSFERRED TO: | | <u>\$4,053.00</u> |

TRANSFER FROM:

| | | |
|-------------------------|---------------------------|-------------------|
| <u>CONTINGENCY</u> | <u>010 045 0450 4040</u> | <u>\$3,585.00</u> |
| <u>OFFICE SUPPLIES</u> | <u>010 0520 1200 4010</u> | <u>\$468.00</u> |
| | | |
| | | |
| TOTAL TRANSFERRED FROM: | | <u>\$4,053.00</u> |

EXPLANATION: _____

Department Head: MaryPalmer

Date: Dec 22, 1995

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike V. Rozell 12-29-95
Mike Rozell County Judge

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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FCRT BEND COUNTY FOR THE YEAR 1995

On this the 29 day of December 1995, 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
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on September 13, 1994, the Court heard and approved the budget for the year 1995 for Fort Bend County; and

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

The following transfers to said budget are hereby authorized:

Department Name: Vehicle Maintenance Department #: 028

TRANSFER TO:

| LINE-ITEM NAME | NUMBER | AMOUNT |
|------------------------|--------------------------|---------------|
| <u>Office supplies</u> | <u>010-028-0280-1062</u> | <u>192.00</u> |
| | | |
| | | |
| | | |
| | | |

TOTAL TRANSFERRED TO: \$ 192.00

TRANSFER FROM:

| | | |
|----------------------|--------------------------|---------------|
| <u>Trucks</u> | <u>010-028-0280-1020</u> | <u>87.00</u> |
| <u>Bumpers</u> | <u>010-028-0280-3020</u> | <u>87.00</u> |
| <u>Shop supplies</u> | <u>010-028-0280-9001</u> | <u>138.00</u> |
| | | |
| | | |

TOTAL TRANSFERRED FROM: \$ 192.00

EXPLANATION: To cover year end depreciation.

Department Head: [Signature]

Date: 12/21/95

THE COUNTY OF FORT BEND

BY: Mike D. Rozell 12/29/95
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY



FORT BEND COUNTY
TRAVEL AUTHORIZATION

4

TO: COMMISSIONERS COURT

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

Lorraine Wilson

DATE OF DEPARTURE: 1-31-96

DATE OF RETURN: 2-3-96

DESTINATION: New Orleans

PURPOSE OF TRIP: to attend the Texas Academy of Family Law Specialists

MODE OF TRANSPORTATION: airline

FUNDING SOURCE: 0701

DEPARTMENT HEAD APPROVAL: T.O. Stansbury - 328th
Name & Department

DATE: 12/19/95 [Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official Mike W. Royce

Date 12-29-95

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

14

TO: COMMISSIONERS COURT

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

Thomas O. Stansbury

DATE OF DEPARTURE: 1-31-96

DATE OF RETURN: 2-3-96

DESTINATION: New Orleans

PURPOSE OF TRIP: to attend the Texas Academy of Family Law Specialists

MODE OF TRANSPORTATION: airline

FUNDING SOURCE: 0701

DEPARTMENT HEAD APPROVAL: T. O. Stansbury - 328^H
Name & Department

DATE: 12/19/95
Signature [Signature]

APPROVED COMMISSIONERS COURT: Presiding Official Mike W. Lytle

Date 12-29-95

(Emergency Approval: _____ Date _____)



County Attorney

FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 13, 1995

The Honorable Michael D. Rozell
County Judge
Fort Bend County, Texas

RE: Addendum to Maintenance Agreement
VE Soft

Enclosed are originals for the above referenced agreement and addendum between Fort Bend County and VE Soft. Please place this item on the December 19, 1995 agenda for the Court's approval.

Very truly yours,


Diana Jetter
Legal Assistant

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Mary Shemanski, Director of Management Information Systems

ec:\agr\judcover.let:2249-3

**ORDER AUTHORIZING EXECUTION OF
MAINTENANCE AGREEMENT AND ADDENDUM BETWEEN
FORT BEND COUNTY AND VE SOFT**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 29 day of December, 1995, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Pressley, seconded by Commissioner Prestage, duly put and carried,

IT IS ORDERED that County Judge Michael D. Rozell be, and he is hereby, authorized to execute a **Maintenance Agreement and Addendum between Fort Bend County and VE Soft**, 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 §

ADDENDUM TO MAINTENANCE 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 VE Soft, a California corporation authorized to conduct business in the State of Texas ("VE Soft").

WITNESSETH:

THAT WHEREAS, the parties have executed that certain Maintenance Agreement for maintenance 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.

PRICE AND PAYMENT

1.01 The total price for services hereunder shall be \$915.00 payable within a reasonable time following receipt of same.

II.

INTEREST

2.01 The funding provisions of this Agreement are referenced in the Agreement and in this Addendum which includes shipping and handling; however, the County agrees to pay interest on a late payment charge as referenced in Paragraph 5 in accordance with Texas law.

III.

MISCELLANEOUS

3.01 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.

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

3.03 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.

3.04 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: The Honorable Michael D. Rozell
County Judge
Fort Bend County
P. O. Box 368
Richmond, Texas 77469
(713) 341-8608
Fax: (713) 341-8609

With copy to: Management Information Systems
500 Liberty St.
Suite 212
Richmond, Texas 77469
(713) 341-4570
Fax: (713) 341-4526

To VE Soft: VE Soft
Attn: Vladimir Volokh
President
1135 S. Beverly Drive
Los Angeles, CA 90035
(310) 282-0420
Fax: (310) 785-9566

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

Fort Bend County, Texas

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

Date: 12 - 29 - 91



ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

VE Soft

By: V. Volokh
Vladimir Volokh
President

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$915.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless
County Auditor



MPEX*3000
PRODUCTIVITY TOOL

SECURITY*3000
PROTECTS YOUR SYSTEM

VE AUDIT*3000
REPORTS LOOPHOLES

SECURITYAUDIT/UX
UX SAFEGUARD

MPEX/3000 SOFTWARE MAINTENANCE AGREEMENT

VESOFT and the LICENSEE who is currently licensed to use the MPEX/3000 Software (the PRODUCT) agree on the following:

1. VESOFT shall:
 - * Supply LICENSEE with updates to the PRODUCT and documentation
 - * Provide Technical Support by mail, phone, fax or dial-in (During office hours, US PACIFIC STANDARD TIME)
 - * Maintain compatibility of the PRODUCT with the MPE operating system
2. This agreement shall remain in force for a term of one year from DECEMBER 01, 1995
3. Software maintenance is billed at the rate of US\$640.00 per year, per site. LICENSEE shall pay all invoices issued by VESOFT under this agreement within thirty (30) days of the invoice date. This agreement shall terminate if LICENSEE defaults in the payment of any amount due VESOFT hereunder.
4. Please add an additional US\$10.00 fee to cover the cost of shipping and handling.
5. Monthly late payment charge of 1 1/2% of the unpaid balance will be added after 30 days from the date of the invoice.

Accepted for LICENSEE

Accepted for VESOFT, INC.

Signed _____

Signed Jean Noble

Name _____

Name Jean Noble

Title _____

Title Software Maintenance Mgr.

Company _____

Company VESOFT, INC.

Address _____

Address 1135 S. Beverly Dr.

Los Angeles, CA 90035



MPEX*3000
PRODUCTIVITY TOOL

SECURITY*3000
PROTECTS YOUR SYSTEM

VE AUDIT*3000
REPORTS LOOPHOLES

SECURITYAUDIT/UX
UX SAFEGUARD

STREAMX SOFTWARE MAINTENANCE AGREEMENT

VESOFT and the LICENSEE who is currently licensed to use the STREAMX Software (the PRODUCT) agree on the following:

1. VESOFT shall:

- * Supply LICENSEE with updates to the PRODUCT and documentation
- * Provide Technical Support by mail, phone fax or dial-in (During office hours, US PACIFIC STANDARD TIME)
- * Maintain compatibility of the PRODUCT with the MPE operating system

2. This agreement shall remain in force for a term of one year from DECEMBER 01, 1995

3. Software maintenance is billed at the rate of US\$265.00 per year, per site. LICENSEE shall pay all invoices issued by VESOFT under this agreement within thirty (30) days of the invoice date. This agreement shall terminate if LICENSEE defaults in the payment of any amount due VESOFT hereunder.

~~4. Please add an additional US\$10.00 fee to cover the cost of shipping and handling.~~

5. Monthly late payment charge of 1 1/2% of the unpaid balance will be added after 30 days from the date of the invoice.

Accepted for LICENSEE

Accepted for VESOFT, INC.

Signed _____

Signed Jean Noble

Name _____

Name Jean Noble

Title _____

Title Software Maintenance Mgr.

Company _____

Company VESOFT, INC.

Address _____

Address 1135 S. Beverly Dr.

Los Angeles, CA 90035

Original

MARKBOROUGH

JAMES P. PAPPAS, P.E.
VICE PRESIDENT OF DEVELOPMENT

November 22, 1995

Mr. Bud Childers
Fort Bend County Attorney
309 South 4th Street
Suite 621
Richmond, Texas 77469

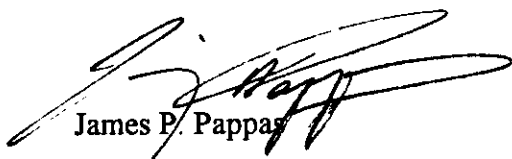
RE: Release of Drainage Easements at the Grand Parkway and U.S. 90A

Dear Bud:

Please find attached a draft of the resolution authorizing the release of certain rights-of-way relating to a drainage easement which is no longer required by the Texas Department of Transportation as a result of the completion of their improvements to Highway 90A and the Grand Parkway. The resolution reflects that TxDOT owns the drainage easement, with Markborough Development owning the underlying fee, and that TxDOT and Markborough desire that the drainage easements be released.

I would appreciate your review of the enclosed resolution so that I can discuss with Commissioner Lutts the possibility of placing this item on the agenda as quickly as possible. I appreciate your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



James P. Pappas

JPP/rkl
childers

Enclosure

NOV 27 1995



DRAINAGE DISTRICT

Fort Bend County, Texas

December 4, 1995

Mr. Bud Childers
Fort Bend County Attorney
309 South Fourth Street, Suite 621
Richmond, Texas 77469

Re: Release of Drainage Easements at the Grand Parkway and U.S. 90A

Dear Bud,

We have reviewed the easements that Markborough has requested be released in a letter to you dated November 22, 1995.

None of the three (3) easements are presently providing the drainage benefits originally intended. Two (2) of the segments no longer show any evidence of a drainage purpose and the third is no longer needed to drain U.S. 90A.

The Drainage District does not see any benefit in keeping these easements in effect and has no opposition to your placing this on the agenda for the Commissioners Court consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel E. Gerken".

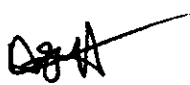
Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG:dwj:jm

qa4/ltr/14childe

EC - 1995

Memorandum

To: Ben "Bud" Childers
CC: File
From: D. Jesse Hegemier 
Date: November 30, 1995
Subject: Drainage Easement Release for Markborough

This office has reviewed the request made to you in a letter from Mr. Pappas dated November 22, 1995. We offer no objection to this request and no longer see any public purpose for these drainage easements.

If you need any other information regarding these drainage easements, please do not hesitate to call.

JEC - 1 1995

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 29 day of December, 1995, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Michael D. Rozell
Bud O'Shieles
Grady Prestage
Alton Pressley
Bob S. Lutts
Dianne Wilson

County Judge
Comm., Prec. #1
Comm., Prec. #2
Comm., Prec. #3
Comm., Prec. #4
County Clerk

and all of said persons being present except Bob Lutts, Comm. Prec. #4
Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION CONCURRING WITH THE DISPOSAL OF RIGHT OF WAY

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

| | |
|--------------|----------|
| AYES: | <u>4</u> |
| NAYS: | <u>0</u> |
| ABSTENTIONS: | <u>0</u> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

RESOLUTION CONCURRING WITH THE DISPOSAL OF CERTAIN RIGHT OF WAY

WHEREAS, the State of Texas Department of Transportation ("TxDOT") acquired and holds in its name three drainage easements, being more particularly described in Exhibits A, B, and C, attached hereto and made a part hereof (the "drainage easements"); and

WHEREAS, TxDOT has made certain improvements to U.S. Highway 90A and to State Highway 99, and TxDOT has determined that said drainage easements are no longer needed for the maintenance and operation of said highways; and

WHEREAS, TxDOT requires that the Commissioners Court adopt a resolution concurring with the disposal of the drainage easements; and


WHEREAS, the Commissioners Court now desires to concur with any and all necessary action to accomplish the disposal of the drainage easements;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

Section 1: The drainage easements described in Exhibit A, Exhibit B, and Exhibit C attached hereto are no longer needed by the citizens for the operation and maintenance of U.S. Highway 90A and State Highway 99 and are not suitable for conservation, park, public transportation, recreation, or similar purposes.


Section 2: The Commissioners Court requests that TxDOT dispose of the drainage easements in accordance with its established policies and procedures.

PASSED AND APPROVED this 29 day of December, 1995.

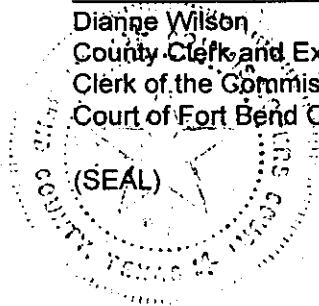


Michael D. Rozell
County Judge

ATTEST:



Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Fort Bend County, Texas



THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION CONCURRING WITH THE DISPOSAL OF CERTAIN RIGHT OF WAY

adopted by said Commissioners Court at a meeting, open to the public, held on the 29 day of December, 1995, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 29 day of December, 1995.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of Commissioners Court

By Linda Munoz

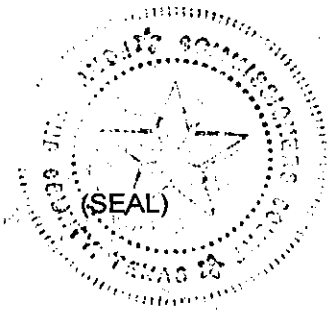


Exhibit A Page 1 of 3 Pages

County: Fort Bend
Project Limits: US90A @ Grand Parkway

**FIELD NOTES FOR 70-FOOT WIDE TEMPORARY DRAINAGE
EASEMENT FOR HIGHWAY PURPOSES**

Being a 0.836 of one acre (36,400 square feet) parcel of land situated in the J.H. Cartwright Survey, Abstract 16, Fort Bend County, Texas, being out of a called 2,069.763 acre tract of land, said 2,069.763 acre tract being the same land described in deed from Clayton Foundation Company to Lexington Development Company, dated March 15, 1984 and recorded in Volume 1400, Page 311 of the Official Records of Fort Bend County, said 0.836 of one acre parcel of land being all of that certain temporary drainage easement for highway purposes conveyed to the State of Texas by instrument recorded in Volume 2214, Page 1680 of the Official Records of Fort Bend County, Texas on May 10, 1990, said 0.836 of one acre parcel being more particularly described by metes and bounds as follows:

Commencing at a 1/2-inch iron rod in concrete found for the Northwest corner of said 2,069.763 acre tract, said iron rod being in the Southerly right-of-way line of U.S. Highway 90A (175.00 feet wide), thence as follows:

North 81° 27' 46" East, along said Southerly right-of-way line of U.S. Highway 90A, 5,639.92 feet to a 5/8-inch iron rod with SDHPT aluminum disc found for an angle point;

Thence South 76° 26' 47" West, 384.38 feet to a 5/8-inch iron rod with SDHPT aluminum disc set for an angle point;

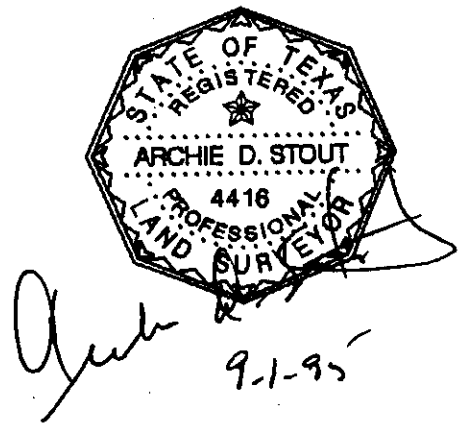
Thence South 74° 59' 01" West, 683.21 feet to a 5/8-inch iron rod with SDHPT aluminum disc found in the Easterly right-of-way line of the Grand Parkway (State Highway No. 99, width varies) as recorded in Volume 2354, Page 1721 of the Official Records of Fort Bend County;

Thence with said Easterly right-of-way line of the Grand Parkway, South 19° 12' 36" East, 492.09 feet to a 5/8-inch iron rod with SDHPT aluminum disc found for an angle point;

Thence South 26° 11' 52" East, 120.00 feet to a point for the Northwest corner of said temporary 70-foot wide drainage easement and being the Point of Beginning (X = 3,054,441.00, Y = 657,183.29) of the herein described tract of land;

- 1.) Thence North 63° 48' 08" East, 70.00 feet to a point for the Northeast corner of said temporary 70-foot wide drainage easement;
- 2.) Thence South 26° 11' 52" East, 520.00 feet to a point for the Southeast corner of said temporary 70-foot wide drainage easement;
- 3.) Thence South 63° 48' 08" West, 70.00 feet to a point for the Southwest corner of said temporary 70-foot wide drainage easement, said point being in the Easterly right-of-way line of said Grand Parkway;
- 4.) Thence with said Easterly right-of-way line, North 26° 11' 52" West, 520.00 feet to the Point of Beginning and containing a computed area of 0.836 of one acre (36,400 square feet) parcel of land.

Bearings and coordinates recited herein are referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface and may be converted to grid by multiplying by a combined factor of 0.999870.



N81° 27' 46" E
5639.92'

U.S. HIGHWAY 90A

S76° 26' 47" W
384.38'

POINT OF COMMENCEMENT

S74° 59' 01" W
683.21'

S19° 12' 36" E
492.09'

50' HOUSTON PIPELINE CO. ESMT.
VOL. 110 PG. 167 F.B.C.D.R.

S26° 11' 52" E
120.00'

N63° 48' 08" E
70.00'



SCALE: 1" = 100'

POINT OF BEGINNING

TEMP. DRAINAGE ESMT
TO BE ABANDONED

40' DRAINAGE ESMT.
TO REMAIN
SEGMENT "2"

SAND HILL DRIVE

SAND HILL DRIVE

S26° 11' 52" E
520.00'

0.836 AC. DRAINAGE ESMT.

STONEHAVEN
SLIDE NO. 1346B
F.B.C.P.R.

N26° 11' 52" W
520.00'

S63° 48' 08" W
70.00'

WILLIAMS LANDING RD.

GRAND PARKWAY (S.H. 99)
VOL. 2354 PG. 1721
O.R.F.B.C.

A-3

Costello, Inc.

Exhibit B Page 1 of 3 Pages

County: Fort Bend
Project Limits: US90A @ Grand Parkway

FIELD NOTES FOR 40-FOOT WIDE DRAINAGE EASEMENT

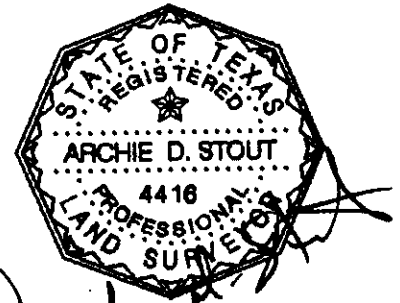
Being a 0.8949 of one acre (38,982 square feet) parcel of land situated in the J.H. Cartwright Survey, Abstract 16, Fort Bend County, Texas, being a portion of that 40-foot wide drainage easement described as the second tract in a deed recorded in the name of the State of Texas in Volume 189, Page 554 of the Deed Records of Fort Bend County, said 0.8949 of one acre parcel being more particularly described by metes and bounds as follows:

Commencing at a 3/4-inch iron rod found at the South end of a curve at the intersection of the South right-of-way line of Sandhill Drive (width varies), according to the map or plat recorded under Slide Numbers 1280A and 1280B of the Map Records of Fort Bend County, Texas, with the Easterly right-of-way line of the Grand Parkway (State Highway No. 99, width varies) as recorded in Volume 2354 Page 1721 of the Deed Records of Fort Bend County, Texas;

Thence with said Easterly right-of-way line of the Grand Parkway, North 26° 11' 49" West, 60.70 feet to the Point of Beginning of the herein described tract of land, said point being on the Easterly line of said 40-foot wide drainage easement;

- 1.) Thence continuing with said Easterly right-of-way line of the Grand Parkway crossing said 40-foot wide drainage easement, North 26° 11' 49" West, 54.12 feet to the Westerly line of said 40-foot wide drainage easement;
- 2.) Thence leaving said Easterly right-of-way line and continuing with the Westerly line of said 40-foot wide drainage easement, North 21° 27' 14" East, 230.02 feet;
- 3.) Thence continuing with the Westerly line of said 40-foot wide drainage easement, North 14° 05' 46" East, 91.86 feet;
- 4.) Thence continuing with the Westerly line of said 40-foot wide drainage easement, North 09° 06' 11" West, 406.02 feet;

- 5.) Thence continuing with the Westerly line of said 40-foot wide drainage easement, North 33° 27' 36" West, 218.28 feet to the Northern terminus of said 40-foot wide drainage easement;
- 6.) Thence with the Northerly line of said 40-foot wide drainage easement, North 81° 26' 50" East, 44.10 feet to the Easterly line of said easement;
- 7.) Thence with the Easterly line of said 40-foot wide drainage easement, South 33° 27' 36" East, 208.34 feet;
- 8.) Thence continuing with the Easterly line of said 40-foot wide drainage easement, South 09° 06' 11" East, 422.86 feet;
- 9.) Thence continuing with the Easterly line of said 40-foot wide drainage easement, South 14° 05' 46" West, 102.65 feet;
- 10.) Thence continuing with the Easterly line of said 40-foot wide drainage easement, South 21° 27' 14" West, 269.05 feet to the Point of Beginning and containing a computed area of 0.8949 of one acre (38,982 square feet) parcel of land.



N81° 26' 50" E
44.10'



SCALE: 1" = 100'

STATE OF TEXAS
TEMP. CONSTRUCTION ESMT.
VOL. 2219 PG. 2024
O.R.F.B.C.

N33° 27' 36" W
218.28'

S33° 27' 36" E
208.34'

40' DRAINAGE ESMT.
TO BE ABANDONED
SEGMENT "1"

OWNER: MARKBOROUGH
DEVELOPMENT CO. LIMITED

50' HOUSTON PIPELINE CO. ESMT.
VOL. 110 PG. 167
F.B.C.D.R.

0.8949 AC. DRAINAGE ESMT.

N09° 06' 11" W
406.02'

S09° 06' 11" E
422.86'

GRAND PARKWAY (S.H. 99)
VOL. 2354 PG. 1721
O.R.F.B.C.

TEMP. DRAINAGE ESMT.
TO BE ABANDONED

N14° 05' 46" E
91.86'

S14° 05' 46" W
102.65'

N21° 27' 14" E
230.02'

S21° 27' 14" W
269.05'

SAND HILL DRIVE

N26° 11' 49" W
54.12'

N26° 11' 49" W
60.70'

POINT OF BEGINNING

POINT OF COMMENCEMENT

Costello, Inc.

Exhibit C Page 1 of 3 Pages

County: Fort Bend
Project Limits: US90A @ Grand Parkway

FIELD NOTES FOR 40-FOOT WIDE DRAINAGE EASEMENT

Being a 0.5343 of one acre (23,273 square feet) parcel of land situated in the J.H. Cartwright Survey, Abstract 16, Fort Bend County, Texas, being a portion of that 40-foot wide drainage easement described as the second tract in a deed recorded in the name of the State of Texas in Volume 189, Page 554 of the Deed Records of Fort Bend County, being out of New Territory Parcel SF-27, according to the map or plat recorded under Slide Numbers 1370B and 1371A of the Map Records of Fort Bend County, Texas, said 0.5343 of one acre parcel being more particularly described by metes and bounds as follows:

Commencing at a 3/4-inch iron rod found for the Northeast corner of said New Territory Parcel SF-27, said iron rod being on the westerly right-of-way line of the Grand Parkway (State Highway No. 99, width varies) as recorded in Volume 2354 Page 1721 of the Deed Records of Fort Bend County, Texas;

Thence with the common line of said New Territory Parcel SF-27 and the Westerly right-of-way line of the Grand Parkway, South 26° 11' 49" East, 164.40 feet to the Westerly line of said 40-foot wide drainage easement;

Thence with said Westerly easement line, South 17° 25' 19" West, 124.29 feet to the Point of Beginning of the herein described tract of land, said point being on the Easterly right-of-way line of Williams Landing Road (60-foot wide) as recorded in said plat of New Territory Parcel SF-27;

- 1.) Thence with said Easterly right-of-way line in a Southeasterly direction, along the arc of a curve to the left, an arc distance of 19.07 feet (Delta = 04° 02' 46", Radius = 270.00 feet, Chord = South 48° 12' 03" East, 19.06 feet);
- 2.) Thence continuing with said Easterly right-of-way line in a Southeasterly direction, along the arc of a curve to the right, an arc distance of 24.89 feet (Delta = 04° 19' 15", Radius = 330.00 feet, Chord = South 48° 03' 49" East, 24.88 feet);

- 3.) Thence leaving said Easterly right-of-way line and continuing with the Easterly line of said 40-foot wide drainage easement, South 17° 25' 19" West, 121.40 feet;
- 4.) Thence continuing with said Easterly easement line, South 03° 27' 00" West, 423.64 feet;
- 5.) Thence continuing with said Easterly easement line, South 06° 15' 37" East, 20.19 feet;
- 6.) Thence continuing with said Easterly easement line, South 31° 14' 35" East, 0.47 feet to the Southerly line of said New Territory Parcel SF-27;
- 7.) Thence with said Southerly line, South 87° 22' 57" West, 40.28 feet to the Westerly line of said 40-foot wide drainage easement;
- 8.) Thence with said Westerly easement line, North 06° 15' 37" West, 21.45 feet;
- 9.) Thence continuing with said Westerly easement line, North 03° 27' 00" East, 431.94 feet;
- 10.) Thence continuing with said Westerly easement line, North 17° 25' 19" East, 144.49 feet to the Point of Beginning and containing a computed area of 0.5343 of one acre (23,273 square feet) parcel of land.





SCALE: 1"=100'

L-19.07'
Δ-04° 02' 46"
R-270.00'
CB-S48° 12' 03"E
CD-19.06'

L-24.89'
Δ-04° 19' 15"
R-330.00'
CB-S48° 03' 49"E
CD-24.88'

GRAND PARKWAY (S.H. 99)
VOL. 2354 P.G. 1721
O.R.F.B.C.

POINT OF COMMENCEMENT

POINT OF BEGINNING

MARKBOROUGH DEVELOPMENT CO. LIMITED IS OWNER OF ALL LOTS IN PARCEL SF-27 ADJACENT TO DRAINAGE EASEMENT.

40' DRAINAGE ESMT. TO BE ABANDONED SEGMENT "3"

0.5343 AC. DRAINAGE EASEMENT

WILLIAMS LANDING RD.

OWNER: THOMPSONS CHAPEL BAPTIST CHURCH

C-3

Costello, Inc.

S26° 11' 49" E
164.40'

S17° 25' 19" W
124.29'

N17° 25' 19" E
144.49'

S17° 25' 19" W
121.40'

N03° 27' 00" E
431.94'

S03° 27' 00" W
423.64'

N06° 15' 37" W
21.45'

S06° 15' 37" E
20.19'

S87° 22' 57" W
40.28'

S31° 14' 35" E
0.47'

FORT BEND RURAL FIRE PREVENTION DISTRICT 1

P. O. BOX 494

FULSHEAR, TEXAS 77441

Dec. 19, 1995

County Judge Mike Rozell
Fort Bend County Commissioners Court
Richmond, Texas


Gentlemen:

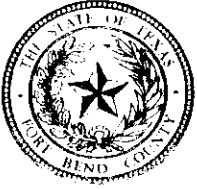
The terms of three of the commissioners of
Fort Bend Rural Fire Prevention District No1
expire at the end of this year.

They are Flo Berkman, Betty Pawelek, and Howard
Waugh. Each has agreed to serve another term,
and we ask for their re-appointment to the
Board.

Thank you for your consideration of this matter.

Yours truly,


Flo Berkman, Secretary



County Attorney
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

AREA CODE 713
341-4555
FAX (713) 341-4557

December 14, 1995

2010-1441-437 2011

Honorable Michael D. Rozell
County Judge
Fort Bend County, Texas


RE: Quail Run Contract Deputy Agreement Renewal

Dear Judge Rozell:

Enclosed please find an original Agreement between the County and Quail Run Community Improvement Association for contract deputy services. This is a renewal of an agreement originally begun in 1993.

The Agreement was drafted by this office using the standard County contract deputy form. Please place this matter on the next available agenda for consideration by Commissioners Court.

Very truly yours,



James Stavinoha
Assistant County Attorney

xc: Commissioner R. L. O'Shieles
Commissioner Grady Prestage
Commissioner Alton Pressley
Commissioner Bob Lutts
Constable Ray Breeding

js:ec:/ltr/quaildep.let:3042

ORDER AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES CONTRACT BETWEEN FORT BEND COUNTY AND QUAIL RUN COMMUNITY IMPROVEMENT ASSOCIATION, INC.

On this the 29 day of December, 1995, the Commissioners' Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Prestage, seconded by Commissioner O'Shields, duly put and carried.

IT IS ORDERED that County Judge Michael D. Rozell be, and he is hereby, authorized to execute an Agreement for certain professional services between Fort Bend County and Quail Run Community Improvement Association, Inc. for a period of twelve (12) months beginning December 8, 1995 through and including December 7, 1996.

IT IS FURTHER ORDERED that this Agreement be approved subject to correction by the County Auditor of the required payment of the Association.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND QUAIL RUN
COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

THIS AGREEMENT, made and entered into by and between FORT BEND COUNTY, hereinafter referred to as "County", a body corporate and politic acting herein by and through this Commissioners' Court and Quail Run Community Improvement Association, Inc., hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor desire to protect the public interest by providing law enforcement by the County in accordance with Chapter 351 of the Texas Local Government Code; and,

WHEREAS, the Contractor agrees to pay 100% of the cost as shown in Exhibit "A" to the County for supplying the law enforcement services; including salaries and any additional expenses the County may incur in providing the services under Chapter 351 of the Texas Local Government Code; and,

WHEREAS, the Constable of Precinct Two of Fort Bend County, who has law enforcement authority in the geographical area, agrees to provide the services and provide the appropriate number of deputies; and,

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

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

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to both parties, it is AGREED as follows:

Section I
DEFINITIONS

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

1.01 Area: Refers to Quail Run Sections I, II, III, and IV, and more particularly described in the map records of the County Clerk of Fort Bend County, Texas, as follows:

Quail Run

Sec. I, Vol. 764, Pg. 64
Sec. II, Vol. 802, Pg. 682
Sec. III, Vol. 853, Pg. 615
Sec. IV, Vol. 951, Pg. 154

1.02 Working Time: means the usual or normal hours that extra deputies are required to work in any calendar month and does not include any extra or overtime work as provided in the Fort Bend County Personnel Manual. The time the extra deputies are on duty within the area, the time the extra deputies are in court in connection with cases arising out of events occurring within the area, the time the extra deputies spend preparing reports and documents pertaining to events occurring in the area, the time the extra deputies spend in making preparations to provide law enforcement in the area, the time the extra deputies spend transporting persons arrested in the area to jail, the time the extra deputies spend investigating crimes or possible crimes committed in the area, and ninety-five percent (95%) of the time the extra deputies are on sick leave shall be deemed working time

devoted to the area. The items listed above are explanatory and the meaning of "working time devoted to the area" is not limited to said list.

Section II

PURPOSE

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

Section III

TERM

3.01 The initial term of this Agreement shall commence on December 8, 1995, and end on December 7, 1996, unless sooner terminated as provided in this Agreement.

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

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

Section IV

SERVICES PROVIDED BY THE COUNTY

4.01 The County by and through the Constable's office of Precinct Two agrees to provide the following:

- a. One deputy to work thirty (30) hours per week, and one deputy, to work twenty (20) hours per week, hereinafter referred to "extra deputies" (whether one or more) to devote 95% of their working time to a certain area in Fort Bend County, Texas, known as Quail Run Subdivision, Sections I, II, III & IV.

b. The deputies shall perform duties under this Agreement in the same manner as if the deputies were performing the duties in the absence of an Agreement.

c. The deputies shall submit written copies of any felony offense report and subsequent copies of investigative reports to the Sheriff and the Houston Police Department which serves the area under this Agreement.

d. The deputies performing the duties shall promptly notify the Houston Police Department of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Houston Police Department.

e. Shall notify Contractors at least ten (10) days prior to taking vacation time by the extra deputies and notify the Contractor as soon as possible when the extra deputy is on sick leave.

f. Appoint the above-designated number of extra deputies desired by the Contractors, effective at the beginning of the one year period mentioned in Section III of this Agreement, as to enable (but not require) the Constable to appoint said extra deputies to devote 95% of their working time to the said area in Fort Bend County, Texas.

Section V
AUTHORITY

5.01 The County by and through the Constable of Precinct Two retains authority to supervise the deputies who provide the services and, in an emergency, may assign the deputies to duties other than those to be performed under this Agreement.

Section VI
COUNTY EMPLOYEES

6.01 The deputies performing duties under this Agreement remain County employees, subject to the same benefits and restrictions as any other deputy.

Section VII
PAYMENT BY HOMEOWNERS ASSOCIATION

7.01 All payments to Fort Bend County shall be remitted to the office of the County Treasurer, 309 South Fourth Street, 5th Floor, Richmond, Texas 77469, Attention: Kathy Hynson.

7.02 The Contractor agrees to pay Fort Bend County the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED FIFTY TWO AND NO 100/DOLLARS (\$38,552.00) to be used by Fort Bend County for the purpose of paying 95% of the salaries and expenses of said extra deputies for a period of one year beginning December 8, 1994.

7.03 The said sum shall be due and payable in twelve (12) equal monthly installments of THREE THOUSAND TWO HUNDRED TWELVE AND 67/100 DOLLARS (\$3,212.67). Each monthly installment shall be due and payable on or before the same day of each succeeding calendar month.

7.04 If the last installment is for a fraction of a contract month (or pursuant to Section 3.03), the amount of such last

installment shall be such fraction or prorated part of the regular monthly installment.

Section VIII
INCREASES

8.01 Contractors agree to pay any of the following increases of the deputies allowances and/or benefits that may occur during the term of this Agreement:

1. Social Security
2. Retirement
3. Workers Compensation/Unemployment
4. Health and Life Insurance
5. Death and Dismemberment Insurance
6. The deputies car allowance
7. Salaries

8.02 Upon thirty (30) days notice by the County to the Contractor of such increases, the Contractors shall pay in accordance with §7.01 and §7.03.

Section IX
REFUND

9.01 It is further understood and agreed that this Agreement is not intended (nor shall it be construed) to obligate the Constable of Precinct Two in any manner whatsoever to assign extra deputies, and that the County shall have no liability whatsoever for failure to assign extra deputies to the Contractors other than to refund the money paid by the Contractors to County pursuant to this Agreement if the Constable of Precinct Two does not assign the extra deputies to devote substantially 95% of their working time to said area. If the extra deputies are removed from such assignment or if for some other reason the extra deputies do not devote substantially 95% of their working time to said area for the said

period of one year, then and in that event, the Contractors shall be obligated to pay the County only a proportionate part of the annual sum, and if the amount paid by the Contractors to the County exceeds said proportionate part, the Contractors shall be entitled to a refund from the County of the excess amount paid. Such proportionate amount shall be calculated by dividing the annual sum (the sum stated in Section VII of this Agreement) by the above stated number of extra deputies desired by the Contractors to determine the annual rate per deputy, then determining for each of the extra deputies the fraction of the term (or period of this Agreement) that such deputy devoted substantially 95% of his/her working time to said area, then calculating the appropriate amount of each of the extra deputies by applying his/her fraction to the above mentioned annual rate per deputy, then taking the sum of the said appropriate amounts said sum being the proportionate amount hereinabove mentioned. Any and all questions as to whether or not the extra deputies devoted substantially 95% of their working time to an area would be determined by the Constable of Precinct Two. Any refund that would be due is determined by the Fort Bend County Auditor and his determination shall be final and conclusive.

Section X
ASSIGNMENTS

10.01 This Agreement is not assignable.

Section XI
HOLD HARMLESS

11.01 The Contractor agrees for themselves, their heirs, assigns, and legal representatives to release and hold harmless the

Commissioners' Court of Fort Bend County, Texas and any and all of its officials, staff, employees and servants wheresoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained while performing under the terms of this Agreement.

Section XII
SEVERABILITY

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

Section XIII
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

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

valid only when expressed in writing and duly signed by the parties.

Section XIV
APPROVAL OF CITY

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

Section XV
NOTICE

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

Fort Bend County
P.O. Box 368
Richmond, Texas 77406
Attn: Michael D. Rozell, County Judge

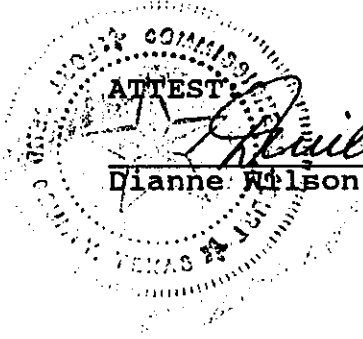
Notice to Contractor shall be delivered to:

Quail Run Community Improvement
Association, Inc.
P.O. Box 1851
Sugar Land, Texas 77487-1851

SIGNED this 29 day of December, 1995.

Fort Bend County, Texas

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



Dianne Wilson
Dianne Wilson, County Clerk

Quail Run Community Improvement Association, Inc.

X By: Eleanor R. Bradley
Title: President

EXHIBIT A

COST OF SERVICE

I. One Deputy (30 hours per week at \$13.45 per hour)

| | | | |
|-----------------|----|-------------|-----------------------------------|
| Salary | \$ | 807.00 | |
| Unemployment | | .89 | |
| FICA | | 61.74 | |
| Retirement | | 56.49 | (11 payrolls; after 900 hours) |
| Workers Comp | | 22.00 | |
| Bi-weekly cost: | \$ | 891.63 | (15 payrolls) |
| | | 948.12 | (11 payrolls) |
| Annual Cost: | | \$23,803.77 | |

II. One deputy (20 hours per week at \$13.45 per hour)

| | | | |
|-------------------------------|----|---------------|--------------------------------------|
| Salary | \$ | 538.00 | |
| Unemployment | | .59 | |
| FICA | | 41.16 | |
| Retirement | | 37.66 | (3 1/2 payrolls; after 900 hours) |
| Workers Comp | | 15.00 | |
| Bi-weekly Cost: | \$ | 594.74 | (22 1/2 payrolls) |
| | | 632.41 | (3 1/2 payrolls) |
| Annual Cost: | | \$15,595.31 | |
| Total Annual Cost | | \$39,399.08 | |
| 95% CIA's share | | 37,429.13 | |
| Plus 3% Administrative Fee | | (\$ 1,122.87) | |
| | | \$38,552.00 | |
| 12 monthly installments of | | \$ 3,212.67 | |

MEMORANDUM

Date: December 11, 1995
From: Donna W. Davis
To: Judge Rozell
Subject: Funding for Imaging System Maintenance Fee

After talking to Robert Grayless and reviewing the activity in Fund 144, I recommend that the 1995 software maintenance fee of \$17,760 and the 1996 fee of \$71,040 be paid out of Fund 144.

Fund 144 must maintain a minimum balance equal to one bi-annual payment under the lease agreement, according to Robert Grayless. In order to comply with that agreement, the fund has borrowed from the general fund, and now owes the general fund \$150,000.

If the software maintenance fee is paid from this fund, it will simply postpone the date that this fund is able to repay the General Fund. If the fee is paid from the General Fund, Fund 144 will be able to repay the General Fund earlier and then the excess that builds up the fund will be available for other records management purchases.

Today Kirk set up account code 4010 Fees & Services in Fund 144. The coding on the invoice should be 144-001-0011-4010.

| FUND | BS ACCOUNT | BALANCE | BEGIN DAY BAL | ACCT NAME | AT |
|---------|------------|------------|---------------|--------------|----|
| 01- 144 | 1080 | 377,490.74 | 377,490.74 | 95 RECEIPTS | 01 |
| 02- 144 | 1090 | 0.00 | 0.00 | 95 DISBURSE | 01 |
| 03- 144 | 1099 | 0.00 | 0.00 | DISB ACCT | 01 |
| 04- 144 | 1100 | 0.00 | 0.00 | RECEIPT ACCT | 01 |
| 05- 144 | 1522 | 0.00 | 0.00 | DUE FR FEE O | 01 |
| 06- 144 | 1525 | 0.00 | 0.00 | DUE OTH FNDS | 01 |
| 07- 144 | 2000 | 0.00 | 0.00 | ACCTS PYBL | 02 |
| 08- 144 | 2001 | 0.00 | 0.00 | ACCTS PYBL | 02 |
| 09- 144 | 2071 | 150,000.00 | 150,000.00 | DUE OTH FNDS | 02 |
| 10- 144 | 2405 | 0.00 | 0.00 | DEFFRD REV | 02 |
| 11- 144 | 3019 | 0.00 | 0.00 | RES PRE-ENC | 03 |
| 12- 144 | 3020 | 150,000.00 | 150,000.00 | RES ENCUMB | 03 |
| 13- 144 | 3024 | 428,004.39 | 428,004.39 | FUND BALANCE | 03 |
| 14- 144 | 3335 | 0.00 | 0.00 | BEG TEXPOOL | 03 |
| 15- 145 | 1080 | 11,940.57 | 11,940.57 | 95 RECEIPTS | 01 |

CASH

337,490 cur
 (150,000) due
 Docum

 187,490 available
 90,000 + 3 mos
 revenue
 expels

 277,490
 (112,691) March
 lease
 (17,690) 95 fee
 (17,690) Jan-Mar
 1996 fee

 129,279 pro

Projected bal @ end of March
 (> \$112,691 required!)

Hart

EXHIBIT G

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

FORT BEND COUNTY SUBLICENSOR AGREEMENT

THIS SUBLICENSOR AGREEMENT is entered into by and between Hart Forms & Services, Inc., a Texas corporation ("Sublicensor"), and Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court ("Sublicensee").

1. Definitions. As used herein, the following definitions shall apply:

(a) "Licensed Product" shall mean collectively the Licensed Software and Licensed Documentation (as hereinafter defined).

(b) "Licensed Software" or "Software" shall mean the software identified on Schedule A, in object code form, all updates and revisions thereto supplied by Licensor during the term hereof, and all permitted copies of the foregoing.

(c) "Licensed Documentation" shall mean all documentation, other than the Licensed Software, that is related to such Software.

(d) "Licensed CPU" shall mean the central processing unit, and its associated equipment, which is identified by model number and serial number on the annexed Schedule B.

(e) "Licensor" shall mean Applied Data Systems, Inc., a Massachusetts corporation.

(f) "Oracle Software" shall mean the computer software programs licensed by Sublicensor from Oracle Corporation

("Additional Licensor") pursuant to that one certain VAR Agreement between Oracle Corporation and Sublicensor dated August 5, 1993. Licensor and additional Licensor are referred to herein as "Licensors".

(g) "Request for Proposals" shall mean the December 7, 1992 Request for Proposals published by Sublicensee relating to the provision of a County Records Management and Imaging System for Fort Bend County.

(h) "RFP Response" shall mean the February 23, 1993 Response of Sublicensor, as amended by Addendum dated 7/16/93, to the Request for Proposal.

(i) "Use" shall mean the reading into and out of memory of the Licensed Software and the execution of such Software, in whole or in part, by the Licensed CPU.

2. License. Subject to the payment of the license fees and charges to Sublicensor, Sublicensor hereby grants to Sublicensee, and Sublicensee hereby accepts, a personal, nonexclusive and nontransferable license to Use the Licensed Software (provided that the Oracle Software shall be used in object code form only) on the Licensed CPU, solely within the United States, by no more than the number of users specified on Schedule A, such use to be for Sublicensee's internal data processing only, during the term hereof and to use the Licensed Documentation during the term hereof in support of the Use of the Licensed Software. A separate license is required, together with the payment of additional license fees and charges, to Use the Licensed Software on other than the Licensed

CPU; provided, however, Sublicensee may temporarily transfer the license granted hereunder to a back-up CPU if the Licensed CPU is inoperative for reasons beyond the reasonable control of Sublicensee. Notwithstanding the foregoing, however, Sublicensee shall not cause or permit the reverse engineering, disassembly or de-compilation of the Oracle Software.

3. License Fees, Charges and Taxes.

(a) The license fees and charges for the license herein granted to Licensee shall be as set forth in Schedule C.

(b) The license fees and other charges shall be due and payable within thirty (30) days after Sublicensee's receipt of the invoice therefor. In no event shall the license fees be due until Final Acceptance of the System (as that term is defined in the Response and Addendum.) Sublicensee shall pay a late payment charge of 1.5 percent per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Sublicensor is in arrears.] If Sublicensee fails to pay license fees with respect to the Licensed Product, it shall have no further right to receive maintenance services or updates relating thereto.

4. Term of License Agreement and Licenses. Unless otherwise terminated or canceled as provided herein, the term hereof and of the licenses granted herein shall commence on the effective date of this Agreement and shall continue until Sublicensee discontinues the licensed Use of the License Software on the Licensed CPU. Termination of the Software Distribution License Agreements

relating to the Licensed Software between Sublicensor and Licensors shall not terminate this Sublicense Agreement. On such termination, Sublicensee may, upon agreement with Licensors, continue to receive updates or technical support services from the respective Licensors.

5. Protection of Licensed Product.

(a) Sublicensee acknowledges and agrees that the Licensed Product and all permitted copies thereof are the property of the Licensors and constitute a valuable trade secret of Licensors and that Sublicensor has rights to the Software pursuant to the Software Distribution License Agreement. Sublicensee may not disclose or make available to third parties the Licensed Product or any portion thereof without the prior written approval of Sublicensor and Licensors.

(b) Upon any termination, cancellation or expiration of this Agreement, Sublicensee shall immediately discontinue all use of the Licensed Product and return to Sublicensor the Licensed Product and all archival or other copies thereof.

(c) Sublicensee shall not, at any time, publish any results of bench mark tests run on the Oracle Software without the prior written consent of Licensor and Sublicensor.

6. Reproduction and Modification of Licensed Product.

(a) Sublicensee may reproduce the Licensed Software for use only on the Licensed CPU; provided, however, not more than two copies, in whole or in part, of the Licensed Software may be in existence at any one time. All copies of the Licensed Software, in

whole or in part, shall contain all of Licensor's restrictive and proprietary notices as they appear on the copies of Licensed Software provided by Sublicensor. In no event shall Sublicensee have the right to duplicate, in whole or in part, the Licensed Documentation, except for internal use.

(b) Sublicensee may modify the Licensed Software and merge it into existing software, provided such modified Software and resulting merged software shall be deemed to be a Licensed Product subject to all of the terms and conditions hereof. Upon any termination, cancellation or expiration hereof or any license granted hereunder, Sublicensee shall remove the Licensed Software and all portions thereof from the modified Software and the resulting merged software, and Sublicensee shall have no right thereafter to Use the Licensed Software or any portion thereof.

7. Inherently Dangerous Applications.

Sublicensee acknowledges its understanding that the Licensed Product is not specifically developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Sublicensor and Sublicensee agree that Licensors shall not be liable for any claims or damages arising from such use if Sublicensee uses the Licensed Product for such applications.

8. Services; Risk or Loss

(a) Sublicensor or its subcontractor shall install the Licensed Software on the Licensed CPU according to the timeline set forth in the Timeline and Installation Plan attached hereto as

Schedule D. Testing and technical services shall be provided by Sublicensor in connection with the installation of the Licensed Software at Sublicensee's site for ninety (90) days following the installation of the Licensed Software (the "Testing Period").

(b) Except as hereinafter provided, the Licensed Software shall be deemed to have been accepted by Sublicensee (the "Final Acceptance") following the end of the Testing Period, unless Sublicensor has received written notice of non-acceptance from Sublicensee. If, prior to the end of the Testing Period, Sublicensee has determined, in its reasonable business judgment, that the Licensed Software does not comply with the requirements set forth in the Request for Proposal, Sublicensee shall provide Sublicensor with written notice to that effect, executed by its duly appointed representative detailing the specific reasons that the Licensed Software does not so comply. Sublicensor shall then have a period of ninety (90) days to cure any defects in the Licensed Software, and if such defects are cured within that period, Sublicensee shall be deemed to have granted its Final Acceptance as of the date that such cure is effected. Upon Final Acceptance of the Licensed Software, the risk of loss shall pass to Sublicensee.

(c) In addition to the testing and technical services described above, Sublicensor shall provide support in connection with the installation of the Licensed Software, in accordance with the RFP Response.

9. Warranties

(a) Sublicensor warrants that, when delivered, the Software will conform to the specifications set forth in the Request for Proposals as modified by the RFP Response and Addendum. ANY MODIFICATION OF THE LICENSED SOFTWARE BY ANY PERSONS OTHER THAN SUBLICENSOR SHALL RENDER THIS WARRANTY VOID.

(b) During a period of 180 days after Final Acceptance of the Licensed Software by Sublicensee, Sublicensor shall correct or replace, at no additional charge to Sublicensee, all or any portion of the Licensed Software that does not conform to the specifications set forth in the Request for Proposals as modified by the Response and Addendum. Sublicensee agrees that its sole and exclusive remedy under this Sublicense Agreement shall be limited to the corrective action specified in this Section 9(b).

(c) THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Infringement Claim.

If a claim (an "Infringement Claim") is brought against the Sublicensee alleging that the Sublicensee's use of the Licensed Product infringes the United States patent or copyright rights of a third party, the Sublicensee shall promptly send written notice thereof (including a copy of such Infringement Claim) to Sublicensor. Sublicensor, shall have the right and obligation to defend, negotiate, and compromise such Infringement Claim at no

cost to Sublicensee, and the Sublicensee shall cooperate with Sublicensor in the defense of such Infringement Claim. Should the Sublicensee's use of Licensed Product be found to infringe the United States patent or copyright rights of a third party and such infringement was not caused, in whole or in part, by the Sublicensee's use of the Licensed Software in conjunction with non-Sublicensor software, Sublicensor shall indemnify and hold harmless Sublicensee and at its option shall either:

(a) replace the Licensed Product with a compatible, functionally equivalent, non-infringing software product;

(b) modify the Licensed Product or take other action so that the Licensed Product becomes non-infringing;

(c) procure the right of the Sublicensee to continue using the Licensed Product; or,

(d) refund all amounts previously paid by Sublicensee with respect to the Licensed Software.

11. Termination/Cancellation

(a) If Sublicensee fails to pay Sublicensor any fee or charge owed to Sublicensor, Sublicensor shall notify Sublicensee in writing of such delinquency and Sublicensee shall have ten (10) business days from receipt of notice (the "Payment Cure Period") to tender a conforming payment to Sublicensor.

(b) If either party is in default of any nonmonetary term or condition of this Sublicense Agreement, the other party shall notify that party in writing of such default, specifying the exact nature thereof, and that party shall have two (2) weeks from notice

of default (the "Non-Monetary Default Cure Period") to attempt to cure such default and the right, for good cause shown, to renew the cure period for one additional two week period if the party is diligently attempting in earnest to remedy any such default but is unable to do so within the initial two week period.

12. Limitation of Liability

(a) IN NO EVENT SHALL SUBLICENSOR BE LIABLE TO SUBLICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS SUBLICENSE AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF AND EVEN IF SUBLICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, SUBLICENSOR'S LIABILITY TO SUBLICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE LICENSE FEES PAID TO SUBLICENSOR HEREUNDER BY SUBLICENSEE.

(b) IN NO EVENT SHALL SUBLICENSOR BE LIABLE TO SUBLICENSEE FOR PUNITIVE DAMAGES OR FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY IN THE PERFORMANCE OF SERVICES UNDER THE SUBLICENSE AGREEMENT OR RELATED AGREEMENTS.

(c) IN NO EVENT SHALL ORACLE HAVE ANY LIABILITY TO SUBLICENSEE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL ARISING FROM THE USE OF THE LICENSED SOFTWARE, OTHER THAN LIABILITY WITH RESPECT TO AN INFRINGEMENT CLAIM.

13. General

(a) To the extent that this Agreement differs from the Request for Proposals or the RFP Response and Addendum, this Agreement shall control; and to the extent that the RFP Response

and Addendum differ from the Request for Proposals, the RFP Response and Addendum shall control. Otherwise, this Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of all of the parties.

(b) Neither this Agreement, the licenses granted hereunder, nor any of Sublicensee's rights hereunder may be transferred or assigned by Sublicensee without the prior written consent of Sublicensor. Otherwise, this Agreement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

(c) This Agreement shall be interpreted in accordance with the laws of the State of Texas and the laws of the United States.

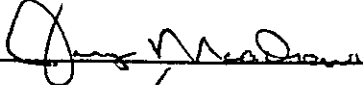
(d) The schedules attached to this Agreement shall be incorporated herein and are hereby made a part hereof as if set forth herein in full.

(e) Oracle Corporation is hereby acknowledged to be a third party beneficiary of Sections 2, 5(b), 5(c), 6(a), 7, 12(c), 13(c), 13(f) of this Agreement with respect to the use of the Oracle Software.

IN WITNESS WHEREOF, the parties put their hands to this Sublicense Agreement on the dates indicated below. The effective

date of this Agreement is the date of the signature of the last party to sign.

SUBLICENSOR - HART FORMS & SERVICES, INC.

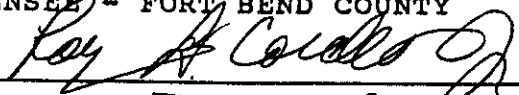
By: 

Printed Name: Jerry Meade

Title: Vice President

Date: 12/22/93

SUBLICENSEE - FORT BEND COUNTY

By: 

Printed Name: ROY L. CORDES, JR

Title: COUNTY CLERK

Date: 12-22-93

ATTEST:


Dianne Wilson, County Clerk

Consented to:

LICENSOR: APPLIED DATA SYSTEMS, INC.

By: 

Printed Name: Alan Goldman

Title: Pres

Date: 9/9/93

SCHEDULE A

Description of Software

Number of Licensed Users

Database management system:

Oracle

96

Application Development Environment } - 1

PowerBuilder

Unlimited *Runtime*

Land Records Imaging/Indexing

LANDTRAK

Unlimited

Court Records Imaging/Indexing

COURTRAK

Unlimited

Vital Records

STATRAK

Unlimited

Fax Server Software

FAXTRAK

Unlimited

Networking Specific Software

LAN Workplace for DOS

100

Beame & Whiteside Network File Services (NFS)

100

1989OPEN/Image TCP/IP Remote Procedure Call (RPC)

100

Facsimile/FAX Server Software:

OPEN/Image Fax for Windows

Unlimited

Image Development Tools/Application Program Interface (API's) Software

OPEN/Image for AIX

128

Image Workstation Software

OPEN/Image Cabinet for Windows

100

SCHEDULE B

Licensed CPU

IBM RS6000 Model 970-7015 Serial Number 26-02999

SCHEDULE C

Fees (Including Shipping)

Initial Fee

| | | |
|---------------------------|----|-----------|
| Hardware | \$ | 528,552 |
| System Software | \$ | 245,730 |
| Application Software | \$ | 268,000 |
| Network Hardware/Software | \$ | 119,040 |
| Installation/Training | \$ | 65,500 |
| Other | \$ | 51,200 |
| Operational Cost | \$ | 22,300 |
| Optional Cost | \$ | 495 |
| Freight | \$ | 5,000 |
| Total | \$ | 1,309,817 |

Annual software license fee \$ 71,040

Annual software license fees are due beginning _____
and continuing annually thereafter. (Beginning date will coincide
with date of Final Acceptance).

(NO ENTRIES IN SHADED AREAS)

19

REQUISITION FORT BEND COUNTY PURCHASING DEPARTMENT

| 036-Management Information Systems DEPARTMENT | | 341-4570 DEPARTMENT PHONE NO. | 11/22/95 DATE: | |
|--|---|----------------------------------|-------------------|--------------------|
| 500 Liberty St., Ste. 212 Richmond, TX 77469 DELIVERY ADDRESS: | | | DEPT. REQN. NO. | |
| DIST CODE: <u>144-001-0011-4010</u> | | | P.O. # | |
| QTY | COMPLETE DESCRIPTION CATALOG PAGE #, BID #, PAGE # OF TABULATION, DIMENSIONS, COLOR, MAKE & MODEL, ETC. | UNIT PRICE | TOTAL AMT. | |
| 3 | County Clerk's Imaging System Maintenance for October, November, December 1995 | \$5,920.00 | \$17,760.00 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| <input type="checkbox"/> DELIVERED <input type="checkbox"/> WILL CALL <input type="checkbox"/> MSDS REQUIRED REASON NEEDED (IF APPLICABLE): | | | TOTAL COST | \$17,760.00 |

DELIVER ROAD MATERIALS TO: JOBSITE YES NO STOCKPILE YES NO

LOCATION OF JOBSITE OR STOCKPILE:

SUGGESTED SOURCE (FOR ROAD MATERIALS):

LAST KNOWN SOURCE (FOR OTHER ITEMS):

DEPARTMENT HEAD SIGNATURE:

DATE:

PURCHASING AGENT:

COUNTY JUDGE (IF REQUIRED):

Mike D. Rozell

SELECTED VENDOR (PURCHASING):

FBCPA 101 (1 APR 92) 10M

FOR USE OF PURCHASING DEPARTMENT ONLY



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rt. 2000 C
Rosenberg, Texas 77471

Emergency 911

Office (713) 342-7233

December 19, 1995

1985 BLS Service Of The Year
1987 ALS Service Of The Year

The Honorable County Judge
and Commissioners Court

Re: Medicare - To accept assignment or not?

Dear Sirs:

The County has until December 31 to decide whether or not to accept assignment in the Medicare program for calendar year 1996.

Accepting assignment is defined in the Medicare agreement as (1) Requesting direct Part B payment from Medicare, (2) The approved charge, as determined by Medicare, shall be the full charge for the service charge under Part B, and (3) The participant shall not collect from the beneficiary, or other person or organization, for covered services more than the applicable deductible and coinsurance.

The direct or indirect advantages and disadvantages to accepting assignment in the Medicare program are as follows;

Advantages

- * Checks are mailed directly to the service provider. Due to an individual's fixed income, this may be the only payment this service would receive.
- * Increased fee collection for the County, due to the fact that checks are mailed directly to the County and not the individual. This action may increase collection on the fiscal year, as much as, \$15,000.
- * Benefits fixed income families by lowering their financial responsibility to 20% of Medicare's approved charge.
- * Medicare's approved charge for our service is currently averaging 92% of the service's total charge. Increase in the service charge will adversely affect this rating.
- * Good public relations.

Page 2
Medicare assignment
December 19, 1995

Disadvantage

* Prevents County from collecting equally from all users. Medicare's approved charge for our service is currently averaging 92% of the service's total charge. Increases in service charge will adversely affect this rating. Relief would be possible through an adjudication process.

* Increases department's uncollectibles without any means of fully recovering debt. With an averaged total service charge of \$222, the uncollectible amount would be \$17.76 for each transport. With approximately 1,350 Medicare transports this year, the debt would be \$23,976.

* Benefits only those on a fixed income. This equates to approximately 25% of our total service transports.

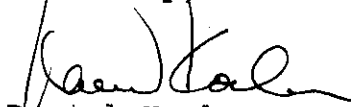
* Department is responsible for obtaining signatures from the patient or their guardian irregardless if it accepts assignment or not.

* Federal government may audit department to ensure full compliance with Medicare laws.

* New regulations will define an emergency, stipulate that Medicare will reimburse for ALS only when ALS care was medically necessary, encode certain conditions, require prior authorization for dialysis patients, require physician certificates of necessity for all repetitive patients (i.e. dialysis or radiation therapy), define an ambulance and the difference between ALS and BLS unit and perhaps require providers to advise patients in advance if Medicare will not pay for the transport. (from EMS NEWSLETTER, "Medicare Expert Advises Preparing for Change Now." by David Werfel, December 1995)

The decision to accept Medicare is a policy decision. According to an opinion provided by Mr. James Stavinoha, Assistant County Attorney, "...The legal issues neither require nor prohibit the County from accepting assignment" (copy enclosed).

Sincerely,



Daniel Kosler
Director EMS

cc: Mr. Bud Childers, County Attorney



BEN W. "Bud" CHILDERS
COUNTY ATTORNEY

County Attorney

FORT BEND COUNTY, TEXAS

AREA CODE 713
341-4555
FAX (713) 341-4557

TO: Daniel Kosler
cc: Judge Cordes

FROM: James Stavinoha

DATE: 12/9/94

SUBJECT: Medicare Assignments

This memo shall formalize our conversation the other day regarding the acceptance of Medicare assignments. As stated, I do not think the law prohibits the County from accepting such assignments. The previous opinion from this office, while grounded in the law, perhaps goes too far in deciding that accepting such assignments violates the Constitution. This is particularly true when many surrounding counties utilize the assignment method of payment.

Of course, the County can still choose not to accept such assignments as a matter of policy. The legal issues neither require nor prohibit the County from accepting assignment.

/lj-medicare.mem:2984

**MEDICARE
PARTICIPATING PHYSICIAN OR SUPPLIER AGREEMENT**

Name(s) and Address of Participant*
(Please Type or Print)

**Physician or Supplier
Identification Code(s)***

The above named person or organization, called "the participant," hereby enters into an agreement with the Medicare program to accept assignment of the Medicare Part B payment for all services for which the participant is eligible to accept assignment under the Medicare law and regulations and which are furnished while this agreement is in effect.

1. **Meaning of Assignment** - For purposes of this agreement, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.
2. **Effective Date** - If the participant files the agreement with any Medicare carrier during the enrollment period, the agreement becomes effective on the following January 1.
3. **Term and Termination of Agreement** - This agreement shall continue in effect through December 31 following the date the agreement becomes effective and shall be renewed automatically for each 12-month period January 1 through December 31 thereafter, unless one of the following occurs:
 - a. During the enrollment period provided near the end of any calendar year, the participant notifies, in writing, every Medicare carrier with whom the participant has filed the agreement or a copy of the agreement that the participant wishes to terminate the agreement at the end of the current term. In the event such notification is mailed or delivered during the enrollment period provided near the end of any calendar year, the agreement shall end on December 31 of that year.
 - b. The Health Care Financing Administration may find, after notice to and opportunity for a hearing for the participant, that the participant has substantially failed to comply with the agreement. In the event such a finding is made, the Health Care Financing Administration will notify the participant in writing that the agreement will be terminated at a time designated in the notice. Civil and criminal penalties may also be imposed for violation of the agreement.

Signature of participant
(or authorized representative
of participating organization)

Title
(if signer is authorized
representative of organization)

Date

Office phone number
(including area code)

*List all names and identification codes under which the participant files claims with the carrier with whom this agreement is being filed.

Received by Blue Cross
Blue Shield of Texas, Inc.

Effective date _____
Initials of Carrier Official _____

Cut here

Ref. Item # 11
12-29 Agenda

Daniel Kosler called with additional backup information regarding the Court's action on Medicare assignments.

County has not accepted assignment since 1990.

One of the reasons the County withdrew was that Medicare was only paying 78% due to legislative cutbacks (versus 90% paid at one point)--which increased our uncollectibles. Medicare NOW pays 92%.

Another reason was because of all the additional paperwork associated with accepting assignment. Federal government now requires paperwork anyway.

Of the \$222 charge per call, only \$18 would be uncollectible.

i.e. \$222

 -18 - disallowed

\$204 - Medicare pays 80% of this figure

 Patient pays the other 20%

CHANGE ORDER

Change Order Number: 1

Project: Pct. 3 - Mission Bend, Mission Glen,
Providence Street Repairs
FBC PO# PC 04900001972

To (Contractor):
S & C Construction Company, Inc.
P.O. Box 3006
Spring, Texas 77383

Initiation Date: Dec 19, 1995

Contractor's Project No:

Contract Date: Sept 19, 1995

You are directed to make the following changes in this Contract:

| Item & Description | Quantity | Unit | Contract Price | Change Order Total |
|---|----------|--------|----------------|--------------------|
| 1. Removal & Replacement of Curb | 22 | lin ft | \$12.00 | \$264.00 |
| 2. Removal & Replacing Reinforced Concrete Pavement | 344 | sq ft | \$6.25 | \$2,150.00 |
| 3. Repair of Driveway Lips | -1 | lin ft | \$15.00 | (\$15.00) |
| 4. Repair of Driveway Aprons | 183 | sq ft | \$8.00 | \$1,464.00 |
| 5. Repair of Driveway Returns and ADA Ramps | 65 | sq ft | \$9.00 | \$585.00 |
| 6. Furnish Labor & Misc Tools for Subdivision Repairs | -80 | hr | \$30.00 | (\$2,400.00) |
| Not Included in Line Items | | | | \$2,048.00 |

The original Contract Sum was **\$38,433.00**

Net change by previously authorized Change Orders **\$0.00**

The Contract Sum prior to this Change Order was **\$38,433.00**

The Contract Sum will be increased by this Change Order **\$2,048.00**

The Contract Sum including this Change Order will be **\$40,481.00**

Authorized:

Fort Bend County
500 Liberty Street, Ste. 100
Richmond, Texas

S & C Construction Company, Inc.
P.O. Box 3006
Spring, Texas 77383

By: Michael H. Koyler

By: L. Douglas

Date: 12-29-95

Date: 12/20/95