

December 2, 2008

IMAGED 320 PAGES
ON 12-11-08
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, DECEMBER 2, 2008
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Prestage.
3. Announcements and Public Comments.

CONSENT AGENDA ITEMS 4 - 11:

4. **OUT-OF-STATE TRAVEL:** Approve out-of-state travel request for County personnel:
Budget Office: Heratio Rodgers to Atlanta, Georgia, February 3-6, 2009, to attend Government Finance Revenue Forecasting and Analysis Seminar. (Fund: Budget Office, Travel)
5. **BUDGET OFFICE:** Approve the Quarterly County Investment Report for the Fourth Quarter of Fiscal Year 2008 in accordance with Texas Government Code §2256.023
6. **BUDGET TRANSFERS:**
Constable, Pct. 2: Approve transfer in the amount of \$1,623 as detailed on Auditor's form dated November 25, 2008 to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for Constable's asset forfeiture account.
7. **ENGINEERING:**
 - A. Approve payment of Invoice No. 10031201 (Pay Estimate No.1) in the amount of \$51,769.36 to TCB, Inc. regarding Old Richmond Road (from FM 1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds)
 - B. Approve payment of Invoice No. 10032022 (Pay Estimate No.2) in the amount of \$78,101.67 to TCB, Inc. regarding Old Richmond Road (from FM 464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds)
 - C. Approve application from CenterPoint Entex to bury a 6-inch plastic gas line along University Blvd., Precinct 4.
 - D. Approve application from CenterPoint Entex to bore a 6-inch plastic gas line under Bullhead Bayou, Precinct 4.
 - E. Approve application from CenterPoint Entex to bore a 6-inch plastic gas line under White Oak Creek, Precinct 4.
 - F. Approve application from Alton Veselka to add to an existing driveway on Fenske Lane, Precinct 1.

8. **FACILITIES MANAGEMENT & PLANNING:**
 - A. Approve payment of Invoice No. 48572 in the amount of \$23,920.00 to Imperial Woodworks, Inc. for pews prepared for the Justice of the Peace office in the Precinct One Facility. (Fund: Facility Bond Project)
 - B. Approve payment of Invoice No. 541 in the amount of \$1,500.00 to MRCO, Inc. for roof repairs at the Emily Court facility. (Fund: Emily Court)

9. **HEALTH & HUMAN SERVICES:**
 - A. Approve Amendment to existing Tuberculosis Prevention & Control Grant awarded on August 5, 2008, for FY 2009, to change the General Provision Status to Sub-Recipient.
 - B. Emergency Medical Service:
 - 1) Approve renewal of First Responder Agreement between Fort Bend County and City of Sugar Land effective October 1, 2008 through September 30, 2010.
 - 2) Approve renewal of Emergency Services Housing Agreement between Fort Bend County and City of Sugar Land for Fire Station No. 2 and Fire Station No. 6, effective October 1, 2008 through September 30, 2010.

10. **PUBLIC TRANSPORTATION:** Approve and submit FY09 Certifications and Assurances to the Texas Department of Transportation for FY09 Federal Transportation Funding to be received from the Texas Department of Transportation.

11. **SHERIFF'S OFFICE:**
 - A. Approve renewal of Dispatch Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department effective from October 1, 2008 through September 30, 2010.
 - B. Approve renewal of Interlocal Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department for use of the County's Public Safety Radio System effective October 1, 2008 through September 30, 2009.

12. **COMMISSIONER, PCT. 1:**
 - A. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fresno Volunteer Fire Department in the amount of \$37,418 for a station attendant for FY 09 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

December 2, 2008

COMMISSIONER, PCT. 1 (Continued)

- B. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend County Community Revitalization Projects (CORPS) in the amount of \$60,000 for rehabilitation projects in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)
 - C. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend Meals on Wheels program in the amount of \$17,358 for meals to senior citizens in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)
13. JUSTICE OF THE PEACE, PCT. 2: Take all appropriate action to reclassify position 4553-0008 from Clerk III, Grade 7 of the Administrative Clerical Policy Group, to Case Manager, Grade 8 of the Administrative/Clerical Policy Group effective December 2, 2008. (Fund: Justice of the Peace, Pct. 2)
14. PURCHASING:
- A. Take all appropriate action on First Amendment to Agreement between Fort Bend County and Weatherproofing Technologies, Inc., a subsidiary of Tremco, Inc. for additional roofing repairs in an amount not to exceed \$4,519 at First Colony Library, for a total contract amount of \$268,828. (Fund: Hurricane Ike)
 - B. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) to purchase an item available from only one source for the following:
 - 1) Westlaw legal materials from Thomson West (West Group) for an amount not to exceed \$85,000; (Fund: Law Library)
 - 2) On-line database from LexisNexis Matthew Bender & Company, Inc. for an amount not to exceed \$33,000; (Fund: Law Library)
 - 3) On-line database from LexisNexis Accurint for an amount not to exceed \$40,000; (Fund: Multiple County Departments) and
 - 4) Renewal of subscription with Thompson West for Westlaw legal products for use by various courts. (Fund: Multiple County Departments)
 - C. Take all appropriate action on Bid #09-025 - Term contract for screened decomposed granite gravel.
15. SHERIFF'S OFFICE:
- A. Take all appropriate action to certify FY 2008 Chapter 59 Asset Forfeiture Report for the Narcotics Task Force, pursuant to Code of Criminal Procedure, Chapter 59, Article 59.06, Section (g)(1).
 - B. Take all appropriate action on Equitable Sharing Agreement and Certification for the Narcotics Task Force, Forfeited Assets, Federal, for Fiscal Year ending September 30, 2008.

December 2, 2008

16. Approve Bills.
17. WORKSHOP: Receive presentation by Null-Lairson, P.C. regarding Fort Bend County 2008 Financial and Compliance Audit.
18. Adjournment.

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



Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Wednesday, November 26, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

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

FILED FOR RECORD

NO. _____ TIME 12:40 P.M. A.M.

NOV 26 2008



County Clerk Fort Bend Co. Tex.

December 2, 2008

**NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, DECEMBER 2, 2008
1:00 O’CLOCK P.M.**

AGENDA

1. Call to Order.
2. WORKSHOP: Receive presentation by Null-Lairson, P.C. regarding Fort Bend County Drainage District 2008 Financial and Compliance Audit.
3. Adjournment.

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



Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Wednesday, November 26, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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FILED FOR RECORD

NO. _____ TIME 12:40 ^{A.M.} _{P.M.}

NOV 26 2008


County Clerk Fort Bend Co. Tex.

**APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY**

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 2nd day of December, 2008.



DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Patterson seconded by Commissioner Meyers, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 9th day of December, 2008.



ROBERT E. HEBERT, COUNTY JUDGE

December 2, 2008

Approved

MINUTES

BE IT REMEMBERED, That on this 2nd DAY of DECEMBER, 2008, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
TOM D. STAVINOHA	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. **Call to Order.**

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

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

Invocation and Pledge of Allegiance by Commissioner Prestage.

3. **Announcements and Public Comments.**

Commissioner Prestage announced that he was appointed to the National Association of Counties and Texas Association of Counties boards.

CONSENT AGENDA ITEMS 4 - 11:

4. **OUT-OF-STATE TRAVEL: Approve out-of-state travel request for County personnel:**

Budget Office: Heratio Rodgers to Atlanta, Georgia, February 3-6, 2009, to attend Government Finance Revenue Forecasting and Analysis Seminar. (Fund: Budget Office, Travel)

5. **BUDGET OFFICE: Approve the Quarterly County Investment Report for the Fourth Quarter of Fiscal Year 2008 in accordance with Texas Government Code §2256.023**

6. **BUDGET TRANSFERS:**

Constable, Pct. 2: Approve transfer in the amount of \$1,623 as detailed on Auditor's form dated November 25, 2008 to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for Constable's asset forfeiture account.

7. **ENGINEERING:**
 - A. Approve payment of Invoice No. 10031201 (Pay Estimate No.1) in the amount of \$51,769.36 to TCB, Inc. regarding Old Richmond Road (from FM 1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds)
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 - D. Approve application from CenterPoint Entex to bore a 6-inch plastic gas line under Bullhead Bayou, Precinct 4.
 - E. Approve application from CenterPoint Entex to bore a 6-inch plastic gas line under White Oak Creek, Precinct 4.
 - F. Approve application from Alton Veselka to add to an existing driveway on Fenske Lane, Precinct 1.

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9. **HEALTH & HUMAN SERVICES:**
 - A. Approve Amendment to existing Tuberculosis Prevention & Control Grant awarded on August 5, 2008, for FY 2009, to change the General Provision Status to Sub-Recipient.
 - B. Emergency Medical Service:
 - 1) Approve renewal of First Responder Agreement between Fort Bend County and City of Sugar Land effective October 1, 2008 through September 30, 2010.
 - 2) Approve renewal of Emergency Services Housing Agreement between Fort Bend County and City of Sugar Land for Fire Station No. 2 and Fire Station No. 6, effective October 1, 2008 through September 30, 2010.

10. **PUBLIC TRANSPORTATION:** Approve and submit FY09 Certifications and Assurances to the Texas Department of Transportation for FY09 Federal Transportation Funding to be received from the Texas Department of Transportation.

11. **SHERIFF'S OFFICE:**
 - A. Approve renewal of Dispatch Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department effective from October 1, 2008 through September 30, 2010.
 - B. Approve renewal of Interlocal Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department for use of the County's Public Safety Radio System effective October 1, 2008 through September 30, 2009.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 4 – 11 with correction to 7B – FM 1464.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

12. **COMMISSIONER, PCT. 1:**

- A. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fresno Volunteer Fire Department in the amount of \$37,418 for a station attendant for FY 09 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to accept recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fresno Volunteer Fire Department in the amount of \$37,418 for a station attendant for FY 09 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend County Community Revitalization Projects (CORPS) in the amount of \$60,000 for rehabilitation projects in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and carried (4-0-1), it is ordered to accept recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend County Community Revitalization Projects (CORPS) in the amount of \$60,000 for rehabilitation projects in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

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

- C. Take all appropriate action on recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend Meals on Wheels program in the amount of \$17,358 for meals to senior citizens in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to accept recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fort Bend Meals on Wheels program in the amount of \$17,358 for meals to senior citizens in the Fresno/Arcola area for 2009 utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

13. **JUSTICE OF THE PEACE, PCT. 2: Take all appropriate action to reclassify position 4553-0008 from Clerk III, Grade 7 of the Administrative Clerical Policy Group, to Case Manager, Grade 8 of the Administrative/Clerical Policy Group effective December 2, 2008. (Fund: Justice of the Peace, Pct. 2)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to reclassify position 4553-0008 from Clerk III, Grade 7 of the Administrative Clerical Policy Group, to Case Manager, Grade 8 of the Administrative/Clerical Policy Group effective December 2, 2008. (Fund: Justice of the Peace, Pct. 2)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

14. **PURCHASING:**

- A. **Take all appropriate action on First Amendment to Agreement between Fort Bend County and Weatherproofing Technologies, Inc., a subsidiary of Tremco, Inc. for additional roofing repairs in an amount not to exceed \$4,519 at First Colony Library, for a total contract amount of \$268,828. (Fund: Hurricane Ike)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Agreement between Fort Bend County and Weatherproofing Technologies, Inc., a subsidiary of Tremco, Inc. for additional roofing repairs in an amount not to exceed \$4,519 at First Colony Library, for a total contract amount of \$268,828. (Fund: Hurricane Ike)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) to purchase an item available from only one source for the following:**
- 1) **Westlaw legal materials from Thomson West (West Group) for an amount not to exceed \$85,000; (Fund: Law Library)**
 - 2) **On-line database from LexisNexis Matthew Bender & Company, Inc. for an amount not to exceed \$33,000; (Fund: Law Library)**
 - 3) **On-line database from LexisNexis Accurint for an amount not to exceed \$40,000; (Fund: Multiple County Departments) and**
 - 4) **Renewal of subscription with Thompson West for Westlaw legal products for use by various courts. (Fund: Multiple County Departments)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve agenda item 14B 1-4 with 14B4 not to exceed \$70,000.00.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 14 continued – Purchasing:

- C. Take all appropriate action on Bid #09-025 - Term contract for screened decomposed granite gravel.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-025 - Term contract for screened decomposed granite gravel to Lindig Construction and Trucking.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

15. SHERIFF'S OFFICE:

- A. Take all appropriate action to certify FY 2008 Chapter 59 Asset Forfeiture Report for the Narcotics Task Force, pursuant to Code of Criminal Procedure, Chapter 59, Article 59.06, Section (g)(1).**

Pass.

- B. Take all appropriate action on Equitable Sharing Agreement and Certification for the Narcotics Task Force, Forfeited Assets, Federal, for Fiscal Year ending September 30, 2008.**

Pass.

16. Approve Bills.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$1,071,002.24.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

17. WORKSHOP: Receive presentation by Null-Lairson, P.C. regarding Fort Bend County 2008 Financial and Compliance Audit.

Chris Breaux with Null Lairson discussed components of upcoming audit.

18. Adjournment.

Commissioners Court adjourned at 1:17 p.m. on Tuesday, December 02, 2008.

December 2, 2008

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 2nd DAY of DECEMBER 2008, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
TOM D. STAVINOHA	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

Mark Vogler Drainage District Manager absent.

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

1. **Call to Order.**

Call to Order by Judge Hebert at 1:10 p.m.

2. **WORKSHOP: Receive presentation by Null-Lairson, P.C. regarding Fort Bend County Drainage District 2008 Financial and Compliance Audit.**

Chris Breaux with Null Lairson discussed components of upcoming audit.

3. **Adjournment.**

The Drainage District Board adjourned at 1:17 p.m. on Tuesday, December 02, 2008.

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

Date Submitted: November 25, 2008	Submitted By: Pamela Gubbels
Court Agenda Date: December 2, 2008	Department: Budget
	Phone Number: 281-344-3938

SUMMARY OF ITEM:

Approve out of State Travel for Heratio Rodgers to Atlanta, Georgia for a GFOA Revenue Forecasting and Analysis Seminar on Feb 3 – 6, 2009

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit:100501100 Account Number: 63200
 Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY FY 2008⁹
COMMISSIONERS COURT AGENDA REQUEST FORM
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: November 21, 2008

Submitted By: Pamela Gubbels
Department: Budget Office
Telephone: (281) 344-3938

Court Date: December 2, 2008

SUMMARY OF ITEM:

Approve the Quarterly County Investment Report for the Fourth Quarter of Fiscal Year 2008 in accordance with Texas Government Code §2256.023

Renewal Agreement/Appointment: YES NO

Reviewed by County Attorney's Office: YES NO

List Supporting Documents Attached: July-September 2008's Investment Reports

FINANCIAL SUMMARY:

Budgeted Item: YES NO
Funding Source:

Requires Auditor to Certify Funds: YES NO

Instructions for submitting an Agenda Request:

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

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- | | |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> County Atty (281-341-4557) |

Recommendation:

Special Handling: _____

Investment Report

Ft. Bend County

07/01/08 - 07/31/08

This report summarizes the investment position of Ft. Bend County for the period 07/01/08 to 07/31/08.

	06/30/08	07/31/08
Book Value	293,283,295.98	274,362,514.35
Market Value	293,414,809.07	274,457,956.87
Par Value	293,965,236.50	274,791,343.12
Change in Market Value		251,161.15
Weighted Average Maturity in Days	36	23
Weighted Average Yield-to-Maturity of Portfolio	2.9200%	2.4452%
Yield-to-Maturity of 90 Day T-Bill	3.7410%	3.6590%
Accrued Interest:		31,098.50

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

Thomas Y. Hinkle

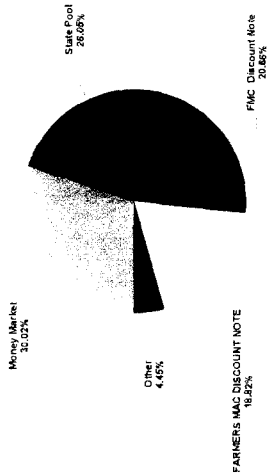
Interim Director of Finance & Investments

11/13/08

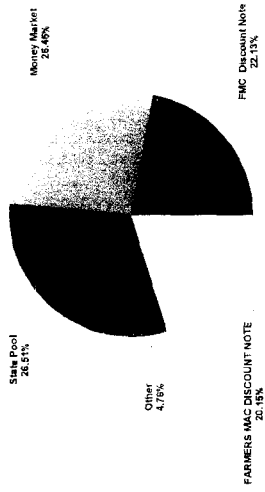
Investment Report

Ft. Bend County
07/01/08 - 07/31/08

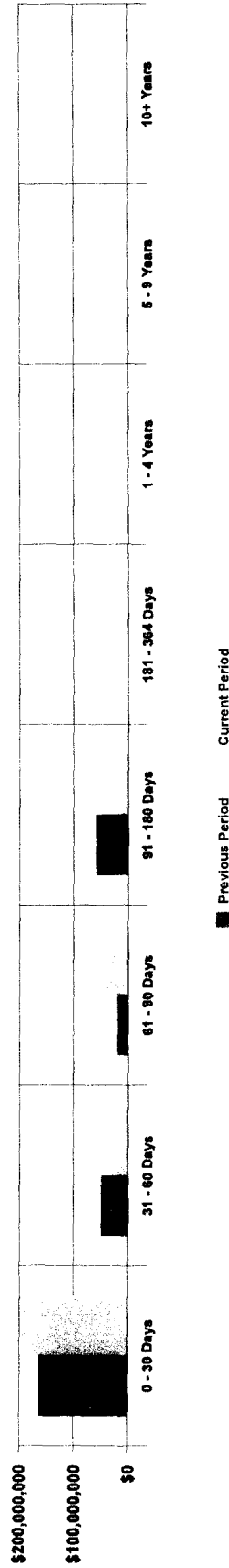
Portfolio Composition - 06/30/08



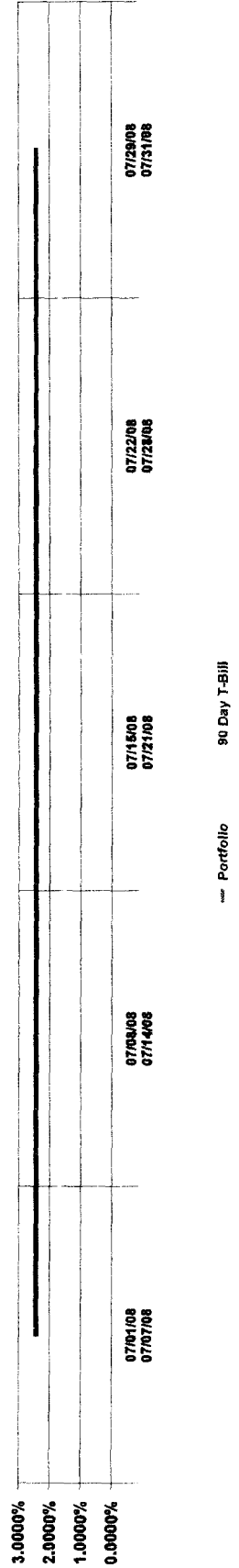
Portfolio Composition - 07/31/08



Maturity Aging - 06/30/08 vs 07/31/08



Portfolio Performance - 07/01/08 to 07/31/08



GASB 31 Compliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

CWID	Invest Number	Quantity Description	Acquire Date	Yield Method	Yield Rate	Beginnig Fair Price	Par Value In	Expected Value	Purchase Cert	Sales Proceeds	Ending Fair Price	Par Value In	Expected Value	Change In Fair Value	Unrecou	Net Investment
				Annual		07/01/08	07/01/08	07/31/08			07/31/08	07/31/08	07/31/08			
31336653	08-002	Freddie Mac Disc Note 0.00	12/21/07	3.9081		0.98251	10,390,000.00	10,211,825.59	0.00	0.00	0.98511	10,390,000.00	10,246,107.39	34,280.81	0.00	34,280.81
31336670	08-002	FNMA 3.5 09/15/08	12/24/07	4.0440		0.98908	7,820,000.00	7,855,306.54	0.00	0.00	0.99688	7,820,000.00	7,871,210.48	1,801.94	24,150.00	26,651.94
31336684	08-004	FRMFC 3.625 09/15/08	12/24/07	4.2102		0.98844	2,073,000.00	2,076,394.28	0.00	0.00	0.99258	2,073,000.00	2,077,457.14	1,462.86	6,348.59	7,411.44
31336694	08-009	FARMERS MAC DISCOUNT NOTE 0.00	04/03/08	2.235		0.98084	45,513,000.00	45,241,826.93	0.00	0.00	0.98595	45,513,000.00	45,236,634.32	84,707.39	0.00	84,707.39
31336720	08-010	FARMERS MAC DISCOUNT NOTE 0.00	08/16/08	2.419		0.98410	10,000,000.00	9,949,102.89	0.00	0.00	0.98953	10,000,000.00	9,893,531.50	20,428.61	0.00	20,428.61
31336871	08-011	FNMA Discount Note 0.00	08/17/08	2.6251		0.98823	3,800,000.00	2,964,470.20	0.00	0.00	0.99055	3,800,000.00	2,871,366.31	6,496.11	0.00	6,496.11
31336881	08-008	Freddie Mac Disc Note 0.00	08/04/08	2.1771		0.98758	39,284,000.00	39,203,196.33	0.00	0.00	0.99020	39,284,000.00	39,269,910.01	7,113.69	0.00	7,113.69
31336883	08-007	Freddie Mac Disc Note 0.00	08/29/08	3.2571		0.98441	11,223,000.00	11,163,883.73	0.00	0.00	0.98751	11,223,000.00	11,194,953.48	38,969.75	0.00	38,969.75
Prosperity-Inst Cert	AR-004	SBK - Investment Account	07/20/02	2.5126	Manual	1.00000	100,122.57	103,385.73	0.00	3,253.16	1.00000	100,122.57	100,122.57	0.00	132.57	132.57
WETA	AR-005	State Pool	06/05/02	2.4728	Manual	1.00000	60,265,440.81	60,265,440.81	0.00	74,596.69	1.00000	59,540,854.12	59,540,854.12	0.00	125,433.31	125,433.31
Prosperity-Money Market Accts.	AR-009	Money Market	11/20/03	2.2200	Manual	1.00000	88,037,184.84	88,037,184.84	0.00	15,473,112.40	1.00000	72,565,072.44	72,565,072.44	0.00	184,593.13	184,593.13
Texas Perm	AR-013	State Pool	07/13/07	2.8331	Manual	1.00000	13,176,284.59	16,150,225.12	0.00	2,873,940.53	1.00000	13,176,284.59	13,176,284.59	0.00	26,059.47	26,059.47
Investment Total				<u>2.4637</u>		<u>6.97088</u>	<u>218,985,236.18</u>	<u>218,985,236.18</u>	<u>0.00</u>	<u>29,113,892.79</u>	<u>6.99619</u>	<u>218,985,236.18</u>	<u>218,985,236.18</u>	<u>0.00</u>	<u>547,295.66</u>	<u>609,166.21</u>

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts In Period
07/01/08 - 07/31/08

CURP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/08	Par Value On 07/31/08	Market Val On 07/01/08	Market Val On 07/31/08	Purchase Cost	Sales Proceeds	Original Price/Dest	Acct Value On 07/01/08	Acct Value On 07/31/08
732 - 2007 Facilities Const. Bonds													
FARMERS MAC DISCOUNT NOTE													
3113158220	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	Open	10,000,000.00	10,000,000.00	9,970,000.00	9,940,571.94	0.00	0.00	9,940,571.94	9,949,102.89	9,969,531.50
311315824	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	Open	45,513,000.00	45,513,000.00	45,308,191.50	44,999,613.36	0.00	0.00	44,999,613.36	45,249,926.92	45,226,634.32
FARMERS MAC DISCOUNT NOTE Total													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
State Pool													
MBIA	AR-0004	SNB - Investment Account	03/20/02	Open	65,524.27	65,524.27	61.49	61.49	0.00	0.00	0.00	65,524.27	61.49
Texas Fern	AR-0005	State Pool	06/05/02	Open	32,501,208.13	32,501,208.13	32,569,282.95	32,501,208.13	0.00	0.00	0.00	32,501,208.13	32,569,282.95
State Pool Total													
732 - 2007 Facilities Const. Bonds Total													
710 - Big Creek													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
710 - Big Creek Total													
704 - Capital Improvement													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
704 - Capital Improvement Total													
390 - Child Protective Services													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
390 - Child Protective Services Total													
706 - Clear Creek													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
706 - Clear Creek Total													
295 - Courthouse Security													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
295 - Courthouse Security Total													
605 - Debt Service													
Prosperity - Investment Account													
Prosperity-Invest Acct													
Prosperity - Investment Account Total													
605 - Debt Service Total													
160 - Drainage District													
Freddie Mac Disc Note													
311394878	08-0008	Freddie Mac Disc Note	04/03/08	Open	1,512,434.00	1,512,434.00	1,512,103.48	1,501,473.77	0.00	0.00	1,501,473.77	1,509,346.16	1,512,161.04
Freddie Mac Disc Note Total													
160 - Drainage District Total													
160 - Drainage District Total													

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

CURP	Invest Number	Security Description	Purchase Date	Call Date	Per Value On 07/01/08	Per Value On 07/31/08	Market Val On 07/01/08	Market Val On 07/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 07/01/08	Amor Value On 07/31/08
	Prosperity - Investment Account												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity - Investment Account Total												
	State Pool												
	AR-0005	State Pool	06/05/02	Open	2,327,314.53	2,327,314.53	2,327,314.53	2,327,314.53	0.00	0.00	0.00	2,327,314.53	2,327,314.53
	AR-0013	State Pool	07/17/07	Open	259,094.97	259,094.97	259,094.97	259,094.97	0.00	0.00	0.00	508,576.5	259,094.97
	State Pool Total												
	160 - Drainage District Total												
	FIC MAR - FIC MARQUICIS												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity - Investment Account Total												
	FIC MAR - FIC MARQUICIS Total												
	504A - FIC BERRY COMMISSARY												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity - Investment Account Total												
	504A - FIC BERRY COMMISSARY Total												
	810 - FIC TOLL Road Operations												
	FIC Discount Note												
31339678	08-0008	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	Open	4,533,373.60	4,533,373.60	4,532,382.89	4,532,382.89	0.00	0.00	4,500,521.37	4,524,118.10	4,532,555.41
31339653	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	10,390,000.00	10,390,000.00	10,328,929.71	10,328,929.71	0.00	0.00	9,959,800.54	10,211,824.58	10,246,107.39
	FIC Discount Note Total												
	FIC Discount Note												
31338857	08-0011	FMA Discount Note 0.00 12/10/08	06/17/06	Open	3,000,000.00	3,000,000.00	2,972,700.00	2,972,700.00	0.00	0.00	2,952,174.67	2,969,570.20	2,971,366.31
	FMA Discount Note Total												
	Prosperity - Investment Account Total												
	AR-0004	SNB - Investment Account	03/20/02	Open	37,860.12	44.21	44.21	44.21	0.00	0.00	0.00	37,860.12	44.21
	Prosperity - Investment Account Total												
	State Pool												
	AR-0005	State Pool	06/05/02	Open	624,303.33	624,303.33	624,303.33	624,303.33	0.00	0.00	0.00	624,303.33	624,303.33
	State Pool Total												
	810 - FIC Toll Road Operations Total												
	728 - FIC BERRY COMMISSARY												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity - Investment Account Total												
	State Pool												
	AR-0005	State Pool	06/05/02	Open	4,470,203.28	4,470,203.28	4,470,203.28	4,470,203.28	0.00	0.00	0.00	4,470,203.28	4,470,203.28
	State Pool Total												
	728 - FIC BERRY COMMISSARY Total												
	100 - General Fund												
	FIC Discount Note												
31344004	08-0004	FICMC 3.625 09/15/08	12/24/07	Open	2,073,000.00	2,073,000.00	2,081,598.75	2,081,598.75	0.00	0.00	2,069,794.11	2,076,394.28	2,077,457.14
	FICMC Total												
	FIC Discount Note												
31339678	08-0008	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	Open	30,217,252.80	30,217,252.80	30,210,649.24	30,210,649.24	0.00	0.00	29,998,275.92	30,155,560.13	30,211,795.18

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

7

CURP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/08	Par Value On 07/31/08	Market Val On 07/01/08	Market Val On 07/31/08	Purchase Cost	Sales Proceeds	Original Princ/Cont	Accr Value On 07/01/08	Accr Value On 07/31/08
PROB - Prosperity Money Mkt. Accts.													
Money Market													
	AR-0009	Money Market	11/30/02	Open	88,037,184.84	72,565,072.44	88,037,184.84	72,565,072.44	0.00	0.00	12,505,577.66	88,037,184.84	72,565,072.44
	Prosperity-Money Market Accts. Total												
	<u>Money Market Total</u>												
	AR-0004	Money Market		Open	88,037,184.84	72,565,072.44	88,037,184.84	72,565,072.44	0.00	0.00	12,505,577.66	88,037,184.84	72,565,072.44
	AR-0009	Money Market		Open	88,037,184.84	72,565,072.44	88,037,184.84	72,565,072.44	0.00	0.00	12,505,577.66	88,037,184.84	72,565,072.44
	<u>Money Market Total</u>												
	<u>PROB - Prosperity Money Mkt. Accts. Total</u>												
	<u>270 - Records Management Debt Service</u>												
	Prosperity- Investment Account												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity-Invest Acct												
	<u>Prosperity- Investment Account Total</u>												
	<u>270 - Records Management Debt Service Total</u>												
	155 - Road and Bridge												
	FMC Discount Note												
313396878	06-0008	Freddie Mac Disc Note	04/03/08	Open	3,020,939.60	3,020,939.60	3,016,100.61	3,020,279.41	0.00	0.00	2,999,047.61	3,014,771.94	3,020,394.38
	<u>FMC Discount Note Total</u>												
	<u>Prosperity- Investment Account</u>												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity-Invest Acct												
	<u>Prosperity- Investment Account Total</u>												
	State Pool												
MBEA	AR-0005	State Pool	06/05/02	Open	2,828,774.46	2,083,891.60	2,828,774.46	2,083,891.60	0.00	0.00	0.00	2,828,774.46	2,083,891.60
Texas Term	AR-0013	State Pool	07/13/07	Open	1,009,377.16	510,398.50	1,009,377.16	510,398.50	0.00	0.00	0.00	1,009,377.16	510,398.50
	<u>State Pool Total</u>												
	<u>155 - Road and Bridge Total</u>												
	<u>800 - Toll Road Authority</u>												
	Prosperity- Investment Account												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
	Prosperity-Invest Acct												
	<u>Prosperity- Investment Account Total</u>												
	State Pool												
MBEA	AR-0005	State Pool	06/05/02	Open	566.64	668.03	566.64	668.03	0.00	0.00	5,000,000.00	666.64	668.03
	<u>State Pool Total</u>												
	<u>800 - Toll Road Authority Total</u>												
	<u>702 - Upper Oyster Creek</u>												
	Prosperity- Investment Account												
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prosperity-Invest Acct												
	<u>Prosperity- Investment Account Total</u>												
	<u>702 - Upper Oyster Creek Total</u>												
	Combined Port												
FARMERS MAC DISCOUNT NOTE													
31335620	06-0010	FARMERS MAC DISCOUNT NOTE	06/17/06	Open	10,000,000.00	10,000,000.00	9,950,000.00	9,970,000.00	0.00	0.00	9,940,571.94	9,949,102.89	9,969,531.50
31335628	06-0009	FARMERS MAC DISCOUNT NOTE	04/03/06	Open	45,513,000.00	45,513,000.00	45,206,062.90	45,309,191.50	0.00	0.00	44,959,613.36	45,241,926.92	45,226,634.32
	<u>FARMERS MAC DISCOUNT NOTE Total</u>												
	FARMERS MAC DISCOUNT NOTE Total												
31344024	06-0004	FELMAC 3.625 09/15/08	12/24/07	Open	2,079,000.00	2,079,000.00	2,083,553.01	2,081,598.75	0.00	0.00	2,069,794.11	2,076,394.28	2,077,457.14
	<u>FELMAC Total</u>												
	<u>FMC Discount Note</u>												
313396878	06-0008	Freddie Mac Disc Note	04/03/06	Open	39,284,000.00	39,284,000.00	39,221,074.24	39,275,415.02	0.00	0.00	38,999,318.67	39,283,796.32	39,276,910.01
313396883	06-0007	Freddie Mac Disc Note	01/17/08	Open	11,237,000.00	11,237,000.00	11,191,688.11	11,209,878.17	0.00	0.00	10,999,942.88	11,163,983.73	11,194,953.48
313396853	06-0002	Freddie Mac Disc Note	12/21/07	Open	10,390,000.00	10,390,000.00	10,298,294.31	10,328,929.71	0.00	0.00	9,999,800.64	10,211,826.58	10,246,107.39

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

CURF	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 07/01/08	Par Value On 07/31/08	Market Val On 07/01/08	Market Val On 07/31/08	Purchase Cost	Sales Proceeds	Original Princi/Cost	Accr Value On 07/01/08	Accr Value On 07/31/08
ENC Discount Note Total													
					60,897,000.00	60,897,000.00	60,711,056.66	60,813,222.90	0.00	0.00	59,999,062.19	60,379,606.64	60,717,970.88
FMA													
313594070	08-0003	FMA 3.75 09/15/08	12/24/07	Open	1,920,000.00	1,920,000.00	1,939,800.00	1,929,900.00	0.00	0.00	1,903,159.16	1,915,308.54	1,917,210.48
FMA Total													
					7,920,000.00	7,920,000.00	7,939,800.00	7,909,900.00	0.00	0.00	7,902,159.16	7,915,308.54	7,917,210.48
FMA Discount Note													
313368871	08-0011	FMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	3,000,000.00	2,966,100.00	2,972,700.00	0.00	0.00	2,962,174.67	2,964,670.20	2,971,366.31
Money Market													
					3,000,000.00	3,000,000.00	2,966,100.00	2,972,700.00	0.00	0.00	2,962,174.67	2,964,670.20	2,971,366.31
Prosperity-Money Market Accts.													
					88,037,184.84	72,565,072.44	88,037,184.84	72,565,072.44	0.00	0.00	12,505,577.66	88,037,184.84	72,565,072.44
Money Market Total													
					88,037,184.84	72,565,072.44	88,037,184.84	72,565,072.44	0.00	0.00	12,505,577.66	88,037,184.84	72,565,072.44
Prosperity- Investment Account													
					103,385.73	100,132.57	103,385.73	100,132.57	0.00	0.00	50,000,000.00	103,385.73	100,132.57
Prosperity-Invest Acct													
					103,385.73	100,132.57	103,385.73	100,132.57	0.00	0.00	50,000,000.00	103,385.73	100,132.57
Prosperity- Investment Account Total													
					103,385.73	100,132.57	103,385.73	100,132.57	0.00	0.00	50,000,000.00	103,385.73	100,132.57
State Pool													
					60,265,440.81	59,540,854.12	60,265,440.81	59,540,854.12	0.00	0.00	5,000,000.00	60,265,440.81	59,540,854.12
MBA													
					16,150,225.12	13,176,284.59	16,150,225.12	13,176,284.59	0.00	0.00	60,000,000.00	16,150,225.12	13,176,284.59
Texas Term													
					76,415,665.93	72,717,138.71	76,415,665.93	72,717,138.71	0.00	0.00	65,000,000.00	76,415,665.93	72,717,138.71
State Pool Total													
					293,965,256.50	274,991,343.72	293,965,256.50	274,991,343.72	0.00	0.00	255,379,953.09	293,965,256.50	274,991,343.72
Combined Port Total													
					60,897,000.00	60,897,000.00	60,711,056.66	60,813,222.90	0.00	0.00	59,999,062.19	60,379,606.64	60,717,970.88

Earnings and Yields Summary

Ft. Bend County

Effective Interest - Actual Life
 Receipts in Period
 07/01/08 - 07/31/08

9

Security Description	07/01/08 07/07/08	07/08/08 07/14/08	07/15/08 07/21/08	07/22/08 07/28/08	07/29/08 07/31/08	07/01/08 07/31/08
Combined Port						
FARMERS MAC D	23,719.20	23,731.57	23,743.91	23,756.27	10,185.05	105,136.00
FHLMC	1,673.55	1,673.55	1,673.55	1,673.55	717.24	7,411.44
FMC Discount	31,202.20	31,226.30	31,250.42	31,274.55	13,410.77	138,364.24
FNMA	6,218.78	6,218.78	6,218.79	6,218.79	1,776.80	26,651.94
FNMA Discount	1,509.39	1,510.92	1,512.46	1,514.01	649.33	6,696.11
Money Market	37,365.86	37,365.86	37,365.87	37,365.87	15,127.67	164,591.13
Prosperity- I	49.62	49.72	22.99	2.95	7.29	132.57
State Pool	34,788.02	34,378.16	33,929.00	33,861.98	14,515.62	151,472.78
Port Total	136,526.62	136,154.86	135,716.99	135,667.97	56,389.77	600,456.21
Combined Port						
FARMERS MAC D	2.2506	2.2518	2.2529	2.2541	2.2550	2.2526
FHLMC	4.2102	4.2102	4.2102	4.2102	4.2102	4.2102
FMC Discount	2.6644	2.6664	2.6685	2.6705	2.6720	2.6679
FNMA	4.0440	4.0440	4.0440	4.0440	4.0440	4.0440
FNMA Discount	2.6206	2.6232	2.6259	2.6286	2.6305	2.6251
Money Market	2.2192	2.2192	2.2192	2.2192	2.2283	2.2200
Prosperity- I	2.5095	2.5145	2.5145	2.5145	2.5145	2.5126
State Pool	2.4419	2.4448	2.4377	2.4365	2.4365	2.4399
Port Total	2.4439	2.4453	2.4442	2.4446	2.4367	2.4437

Maturity Aging
Ft. Bend County
 Effective Interest - Actual Life
 Receipts in Period
 07/31/08

10

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
313396A78	08-0008	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	4	2.1662
313396D83	08-0007	Freddie Mac Disc Note 0.00 08/29/08	01/17/08	29	3.2794
MBIA	AR-0005	State Pool	06/05/02	1	2.4700
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	2.1600
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	2.1600
Texas Term	AR-0013	State Pool	07/13/07	1	2.2900
0 - 30 Days Total				3	2.3282
31 - 60 Days					
31315KG20	08-0010	FARMERS MAC DISCOUNT NOTE 0.00 09/16/08	06/17/08	47	2.4250
3134A4UD4	08-0004	FHLMC 3.625 09/15/08	12/24/07	46	4.2448
31359MTF0	08-0003	FNMA 3.75 09/15/08	12/24/07	45	4.0440
31 - 60 Days Total				46	3.2614
61 - 90 Days					
31315KJ84	08-0009	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	69	2.2207
61 - 90 Days Total				69	2.2207
91 - 180 Days					
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	130	3.9962
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	132	2.6482
91 - 180 Days Total				130	3.6925
Investment Total				23	2.4452

Activity Statement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

Purchase Date	Sale Date	COBIP	Invest Number	Security Description	Amor Value On 07/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 07/31/08
FARMERS MAC DISCOUNT NOTE											
04/03/08	Open	31315KJ84	08-0009	FARMERS MAC DISCOUNT NOTE	45,241,926.33	0.00	0.00	0.00	0.00	0.00	45,326,634.32
06/17/08	Open	31315KJ20	08-0010	FARMERS MAC DISCOUNT NOTE	9,949,102.89	0.00	0.00	0.00	0.00	0.00	9,969,531.50
FARMERS MAC DISCOUNT NOTE Total					55,191,029.22	0.00	0.00	0.00	0.00	0.00	55,296,165.82
FELMC											
12/24/07	Open	3134A404	08-0004	FELMC 3.625 09/15/08	2,076,394.28	0.00	0.00	0.00	0.00	0.00	2,077,457.14
FELMC Total					2,076,394.28	0.00	0.00	0.00	0.00	0.00	2,077,457.14
FMC Discount Note											
12/21/07	Open	313396S3	08-0002	Freddie Mac Disc Note	10,211,826.58	0.00	0.00	0.00	0.00	0.00	10,246,107.39
01/17/08	Open	313396D83	08-0007	Freddie Mac Disc Note	11,163,983.73	0.00	0.00	0.00	0.00	0.00	11,194,953.48
04/03/08	Open	313396A78	08-0008	Freddie Mac Disc Note	39,203,796.33	0.00	0.00	0.00	0.00	0.00	39,276,910.01
FMC Discount Note Total					60,579,606.64	0.00	0.00	0.00	0.00	0.00	60,717,970.88
FMA											
12/24/07	Open	31359WTF0	08-0003	FMA 3.75 09/15/08	7,915,308.54	0.00	0.00	0.00	0.00	0.00	7,917,210.48
FMA Total					7,915,308.54	0.00	0.00	0.00	0.00	0.00	7,917,210.48
FMA Discount Note											
06/17/08	Open	313588S71	08-0011	FMA Discount Note	2,964,670.20	0.00	0.00	0.00	0.00	0.00	2,971,366.31
FMA Discount Note Total					2,964,670.20	0.00	0.00	0.00	0.00	0.00	2,971,366.31
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	88,037,184.84	-15,472,112.40	0.00	0.00	0.00	164,591.13	72,565,072.44
Money Market Total					88,037,184.84	-15,472,112.40	0.00	0.00	0.00	164,591.13	72,565,072.44
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	103,385.73	-3,253.16	0.00	0.00	0.00	132.57	100,132.57
Prosperity- Investment Account Total					103,385.73	-3,253.16	0.00	0.00	0.00	132.57	100,132.57
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	60,265,440.81	-724,586.69	0.00	0.00	0.00	125,413.31	59,540,854.12
07/13/07	Open	Texas Term	AR-0013	State Pool	16,150,225.12	-2,973,940.53	0.00	0.00	0.00	26,059.47	13,176,284.59
State Pool Total					76,415,665.93	-3,698,527.22	0.00	0.00	0.00	151,472.78	72,717,138.71
Investment Total					293,283,245.98	-19,173,892.78	0.00	0.00	0.00	316,196.48	274,362,514.35

Interest Accrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

CBSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val./Share	Ending Amnt Val./Cost	Purchased Interest	Int/Div Rec In the Perd	Int/Div Accrued In the Perd	PD Purch Received	Int/Div Rec Purch/Date	Int/Div Accrued Purch/Date
	08-0010	FARMERS MAC DISCOUNT NOTE 0.00 09/16/08	06/17/08	Open	2.4197	10,000,000.00	9,969,531.50	0.00	0.00	0.00	0.00	0.00	0.00
	08-0009	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	Open	2.2157	45,326,634.32	45,326,634.32	0.00	0.00	0.00	0.00	0.00	0.00
		FARMERS MAC DISCOUNT NOTE Total			2.2526	55,313,000.00	55,296,165.82	0.00	0.00	0.00	0.00	0.00	0.00
	08-0004	FILMAC 3.625 09/15/08	12/24/07	Open	4.2102	2,079,000.00	2,071,457.14	0.00	0.00	6,348.58	20,704.32	37,681.88	29,466.20
		FILMAC Total			4.2102	2,079,000.00	2,071,457.14	0.00	0.00	6,348.58	20,704.32	37,681.88	29,466.20
	08-0008	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	Open	2.1771	39,276,910.01	39,276,910.01	0.00	0.00	0.00	0.00	0.00	0.00
	08-0007	Freddie Mac Disc Note 0.00 08/29/08	01/17/08	Open	3.2571	11,223,000.00	11,194,953.48	0.00	0.00	0.00	0.00	0.00	0.00
	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	3.9081	10,246,107.39	10,246,107.39	0.00	0.00	0.00	0.00	0.00	0.00
		FIC Discount Note Total			2.6579	60,897,000.00	60,717,970.88	0.00	0.00	0.00	0.00	0.00	0.00
	08-0003	FIMA 3.75 09/15/08	11/24/07	Open	4.0440	7,920,000.00	7,917,210.48	0.00	0.00	24,750.00	81,675.00	148,500.00	112,200.00
		FIMA Total			4.0440	7,920,000.00	7,917,210.48	0.00	0.00	24,750.00	81,675.00	148,500.00	112,200.00
	08-0011	FIMA Discount Note 0.00 12/10/08	06/17/08	Open	2.6251	3,000,000.00	2,971,366.31	0.00	0.00	0.00	0.00	0.00	0.00
		FIMA Discount Note Total			2.6251	3,000,000.00	2,971,366.31	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0009	Money Market	11/30/03	Open	2.2200	72,565,072.44	72,565,072.44	0.00	164,591.13	0.00	0.00	7,533,069.13	0.00
		Money Market Total			2.2200	72,565,072.44	72,565,072.44	0.00	164,591.13	0.00	0.00	7,533,069.13	0.00
	AR-0004	SNB - Investment Account	03/20/02	Open	2.5126	100,132.57	100,132.57	0.00	132.57	0.00	0.00	1,228,442.80	0.00
		State Pool			2.5126	100,132.57	100,132.57	0.00	132.57	0.00	0.00	1,228,442.80	0.00
	AR-0005	State Pool	06/05/02	Open	2.4728	59,540,854.12	59,540,854.12	0.00	135,413.31	0.00	0.00	5,966,528.58	0.00
	AR-0013	State Pool	07/13/07	Open	2.2931	13,176,284.59	13,176,284.59	0.00	26,059.47	0.00	0.00	1,282,294.59	0.00
		State Pool Total			2.4399	72,717,138.71	72,717,138.71	0.00	151,472.78	0.00	0.00	7,248,823.17	0.00
		Investment Total			2.4437	274,791,343.72	274,362,514.35	0.00	316,196.48	31,098.58	102,379.33	16,196,515.98	140,666.20

Premium/Discount Amortization

Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/01/08 - 07/31/08

Run Date: 09/04/08
Run Time: 15:05:42
Page 1 of 1

COBIP	Invest Number	Security Description	Purchase Date	Amortiz Date	Yield Earned	Beginning Par Val./Share	Beginning Unamort Val./Cost	Premium Discount	Ending Par Val./Share	Ending Amort Val./Cost	Unamort Prem/Discount	Amortization In the Perd	Amortization Purch/Date
FARMERS MAC DISCOUNT NOTE													
31339620	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	09/16/08	2.4197	10,000,000.00	9,940,571.94	59,428.06	10,000,000.00	9,969,531.50	30,468.50	20,428.61	28,959.56
31339624	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	10/08/08	2.2157	45,513,000.00	44,999,613.36	513,386.64	45,513,000.00	45,326,634.32	186,365.68	84,707.39	327,020.96
FARMERS MAC DISCOUNT NOTE Total													
					<u>2.2526</u>	<u>55,513,000.00</u>	<u>54,940,185.30</u>	<u>572,814.70</u>	<u>55,513,000.00</u>	<u>55,296,165.82</u>	<u>216,834.18</u>	<u>105,136.00</u>	<u>355,980.52</u>
FREMAC													
31344004	08-0004	FREMAC 3.625 09/15/08	12/24/07	09/15/08	4.2102	2,079,000.00	2,069,794.11	9,205.89	2,079,000.00	2,077,457.14	1,542.86	1,062.86	7,663.03
FREMAC Total													
					<u>4.2102</u>	<u>2,079,000.00</u>	<u>2,069,794.11</u>	<u>9,205.89</u>	<u>2,079,000.00</u>	<u>2,077,457.14</u>	<u>1,542.86</u>	<u>1,062.86</u>	<u>7,663.03</u>
FMC Discount Note													
31339628	08-0008	Freddie Mac Disc Note	04/03/08	08/04/08	2.1771	39,284,000.00	38,999,318.67	284,681.33	39,284,000.00	39,276,910.01	7,089.99	73,113.68	277,591.34
313396283	08-0007	Freddie Mac Disc Note	01/17/08	08/29/08	3.2571	11,223,000.00	10,999,942.88	223,057.12	11,223,000.00	11,194,563.48	28,046.52	30,969.75	195,010.60
31339653	08-0002	Freddie Mac Disc Note	12/21/07	12/09/08	3.9081	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,246,107.39	143,892.61	34,280.81	246,306.75
FMC Discount Note Total													
					<u>2.6579</u>	<u>60,897,000.00</u>	<u>59,999,062.19</u>	<u>897,937.81</u>	<u>60,897,000.00</u>	<u>60,717,570.88</u>	<u>179,429.12</u>	<u>138,364.24</u>	<u>718,908.69</u>
FMA													
31339670	08-0003	FMA 3.75 09/15/08	12/24/07	09/15/08	4.0440	7,920,000.00	7,903,159.16	16,840.84	7,920,000.00	7,917,210.48	2,789.52	1,901.94	14,051.32
FMA Total													
					<u>4.0440</u>	<u>7,920,000.00</u>	<u>7,903,159.16</u>	<u>16,840.84</u>	<u>7,920,000.00</u>	<u>7,917,210.48</u>	<u>2,789.52</u>	<u>1,901.94</u>	<u>14,051.32</u>
FMA Discount Note													
313396871	08-0011	FMA Discount Note	06/17/08	12/10/08	2.6251	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,971,366.31	28,633.69	6,696.11	9,191.64
Money Market													
AR-0009	AR-0009	Prosperity-Money Market Accts.	11/30/03	Open	2.2200	88,037,184.84	88,037,184.84	0.00	88,037,184.84	88,037,184.84	0.00	0.00	0.00
Money Market Total													
					<u>2.2200</u>	<u>88,037,184.84</u>	<u>88,037,184.84</u>	<u>0.00</u>	<u>88,037,184.84</u>	<u>88,037,184.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Propersity- Investment Account													
AR-0004	AR-0004	Propersity- Invest Act	03/20/02	Open	2.5126	103,385.73	103,385.73	0.00	103,385.73	100,132.57	0.00	0.00	0.00
Propersity- Investment Account Total													
					<u>2.5126</u>	<u>103,385.73</u>	<u>103,385.73</u>	<u>0.00</u>	<u>103,385.73</u>	<u>100,132.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	2.4728	60,265,440.81	60,265,440.81	0.00	59,510,854.12	59,540,854.12	0.00	0.00	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	2.2931	16,150,225.12	16,150,225.12	0.00	13,176,294.59	13,176,294.59	0.00	0.00	0.00
State Pool Total													
					<u>2.4399</u>	<u>76,415,665.93</u>	<u>76,415,665.93</u>	<u>0.00</u>	<u>72,727,148.71</u>	<u>72,717,148.71</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Investment Total													
					<u>2.4437</u>	<u>293,985,236.50</u>	<u>292,430,611.93</u>	<u>1,554,624.57</u>	<u>274,793,343.72</u>	<u>274,362,514.35</u>	<u>428,829.37</u>	<u>253,161.15</u>	<u>1,105,795.20</u>

Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/31/08

CRIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Purchase Inst	Settle Inst	Instmt Inst	Yield Wtd	Yield Call	Original Par Val/Revenue	Original Price/Cost	Orig Prem Discount	Instmt Par Val/Revenue	Instmt Accr Val/Cost	Unamort Premium/Discount
	08-0010	FARMERS MAC DISCOUNT NOTE 0.00 09/16/08		06/17/08	Open 2520	100	100	None	2.4250	2.4250	10,000,000.00	9,940,571.94	59,428.06	10,000,000.00	9,969,531.50	30,468.50
	31315620															
	08-0019	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08		04/03/08	Open 1600	100	100	None	2.2207	2.2207	45,513,000.00	44,999,613.36	513,386.64	45,513,000.00	45,326,634.32	186,365.68
	31315634															
	08-0004	FPMAC 3.625 09/15/08		12/24/07	Open 700	100	100	None	4.2448	4.2448	2,079,000.00	2,069,794.11	9,205.89	2,079,000.00	2,071,457.14	1,542.86
	31319618															
	08-0008	Freddie Mac Disc Note 0.00 08/04/08		04/02/08	Open 900	100	100	None	2.1662	2.1662	39,284,000.00	38,999,319.67	284,680.33	39,284,000.00	39,276,310.01	1,089.99
	31339683															
	08-0007	Freddie Mac Disc Note 0.00 08/29/08		01/17/08	Open 1600	100	100	None	3.2794	1	11,223,000.00	10,999,942.88	223,057.12	11,223,000.00	11,194,853.48	28,046.52
	31339653															
	08-0002	Freddie Mac Disc Note 0.00 12/08/08		12/21/07	Open 2400	100	100	None	3.9562	3.9562	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,246,107.39	143,892.61
	31339653															
	08-0003	FMA 3.75 09/15/08		12/24/07	Open 700	100	100	None	4.0440	4.0440	7,920,000.00	7,903,159.16	16,840.84	7,920,000.00	7,917,210.48	2,789.52
	31339670															
	08-0011	FMA Discount Note 0.00 12/10/08		06/17/08	Open 2520	100	100	None	2.6482	2.6482	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,971,365.31	28,634.69
	31339671															
	AR-0089	Money Market		11/30/02	Open 100	100	100	100	2.1600	2.1600	12,505,577.66	12,505,577.66	0.00	12,505,577.66	12,555,072.44	0.00
	AR-0004	SNB - Investment Account		03/20/02	Open 100	100	100	100	2.1600	2.1600	50,000,000.00	50,000,000.00	0.00	50,000,000.00	100,132.57	0.00
	AR-0085	State Pool		06/05/02	Open 2000	2000	2000	2000	2.4700	2.4700	5,000,000.00	5,000,000.00	0.00	5,000,000.00	59,540,854.12	0.00
	AR-0013	State Pool		07/13/07	Open 2005	2005	2005	2005	2.2950	2.2950	60,000,000.00	60,000,000.00	0.00	60,000,000.00	13,176,284.59	0.00
	State Pool Total								2.4374	2.4374	65,000,000.00	65,000,000.00	0.00	65,000,000.00	72,717,139.71	0.00
	Investment Total								2.4452	2.4452	256,916,577.66	255,370,633.09	1,544,944.57	256,916,577.66	256,392,514.35	623,063.31

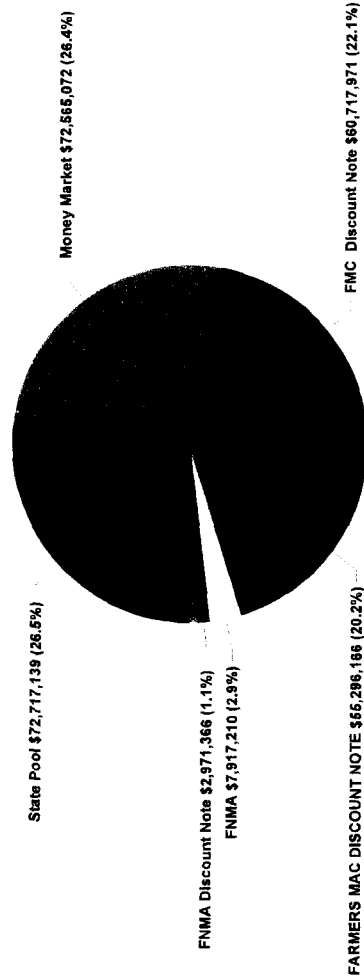
Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
07/31/08

15

By Security

Open Investments \$274,362,514

- FARMERS MAC DISCOUNT NOTE \$55,296,166 (20.2%)
- FHLMC \$2,077,457 (0.8%)
- FMC Discount Note \$60,717,971 (22.1%)
- FNMA \$7,917,210 (2.9%)
- FNMA Discount Note \$2,971,366 (1.1%)
- Money Market \$72,565,072 (26.4%)
- Prosperity- Investment Account \$100,133 (0.0%)
- State Pool \$72,717,139 (26.5%)

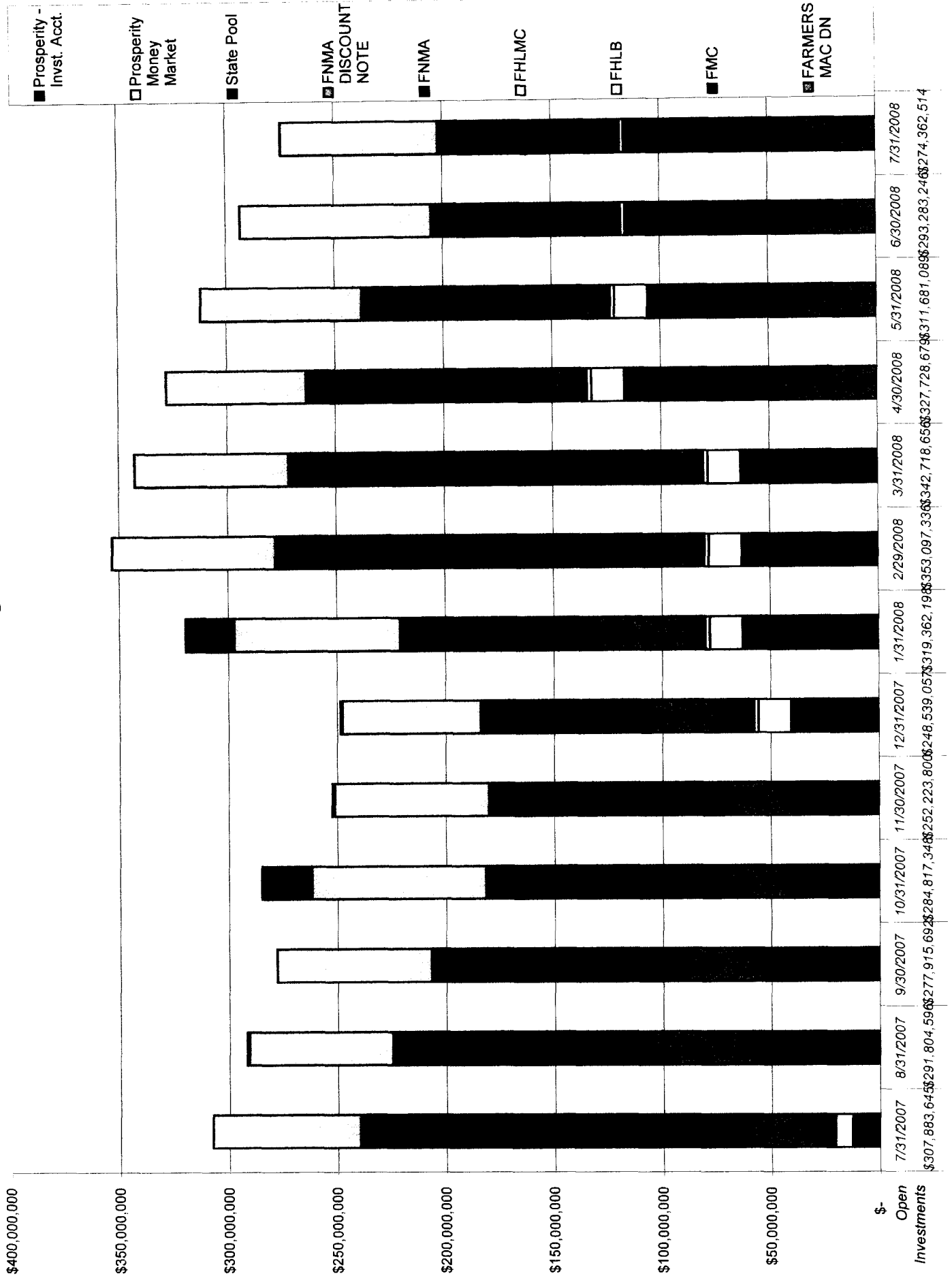


AS PER ORIGINAL

FBC INVESTMENT TRAILING 12 MONTHS

Open Investments	FARMERS MAC DN	FMC	FHLB	FHLMC	FNMA	DISCOUNT NOTE	State Pool	Prosperity Money Market	Prosperity - Invest. Acct.
\$ 307,883,645	7/31/2007	\$ 12,583,023	\$ -	\$ 7,909,168	\$ 9,967,669	\$ 36,748,864	\$ 172,350,869	\$ 67,844,080	\$ 1,988
\$ 291,804,596	8/31/2007	\$ 43,703,580	\$ -	\$ -	\$ 9,983,827	\$ 53,114,173	\$ 117,777,240	\$ 66,205,245	\$ 1,020,530
\$ 277,915,692	9/30/2007	\$ 43,878,775	\$ -	\$ -	\$ 9,999,985	\$ 40,432,006	\$ 112,285,266	\$ 71,296,435	\$ 23,224
\$ 284,817,348	10/31/2007	\$ 31,307,480	\$ -	\$ -	\$ 10,016,143	\$ 30,300,454	\$ 109,770,609	\$ 80,389,329	\$ 23,033,332
\$ 252,223,800	11/30/2007	\$ 30,414,012	\$ -	\$ -	\$ 10,032,301	\$ 30,424,820	\$ 109,210,075	\$ 71,125,302	\$ 1,017,289
\$ 248,539,057	12/31/2007	\$ 40,547,670	\$ 15,014,502	\$ 2,070,046	\$ 17,952,088	\$ 30,554,409	\$ 77,608,562	\$ 63,841,416	\$ 950,364
\$ 319,362,198	1/31/2008	\$ 62,731,439	\$ 15,068,626	\$ 2,071,125	\$ 7,905,639	\$ 41,698,206	\$ 91,159,600	\$ 76,508,551	\$ 22,219,011
\$ 353,097,336	2/29/2008	\$ 62,936,496	\$ 15,119,613	\$ 2,072,197	\$ 7,907,650	\$ 11,043,895	\$ 179,001,587	\$ 74,976,274	\$ 39,624
\$ 342,718,656	3/31/2008	\$ 63,156,872	\$ 15,174,500	\$ 2,073,274	\$ 7,909,603	\$ 11,077,006	\$ 172,153,918	\$ 70,986,373	\$ 187,111
\$ 327,728,679	4/30/2008	\$ 71,420,813	\$ 15,227,996	\$ 2,074,303	\$ 7,911,505	\$ 11,109,239	\$ 110,348,085	\$ 64,556,400	\$ 4,632
\$ 311,681,089	5/31/2008	\$ 60,446,155	\$ 15,283,673	\$ 2,075,366	\$ 7,913,407	\$ 11,142,743	\$ 95,388,183	\$ 74,271,455	\$ 4
\$ 293,283,246	6/30/2008	\$ 60,579,607	\$ -	\$ 2,076,394	\$ 7,915,309	\$ 2,964,670	\$ 76,415,666	\$ 88,037,185	\$ 103,386
\$ 274,362,514	7/31/2008	\$ 60,717,971	\$ -	\$ 2,077,457	\$ 7,917,210	\$ 2,971,366	\$ 72,717,139	\$ 72,565,072	\$ 100,133

FBC Investments Trailing 12 mos.



Sue Brock - July interest rate

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: <sturdrob@co.fort-bend.tx.us>, "Sue Brock" <brocksue@co.fort-bend.tx.us>, <schulpat@co.fort-bend.tx.us>, "Debbie Gasser" <gassedeb@co.fort-bend.tx.us>
Date: 7/2/2008 8:09 AM
Subject: July interest rate

In accordance to the Depository bid, the variable interest rate for the month of July will reflect the change in the 91 day t-bill rate. The 91 day t-bill rate is 1.90% plus 0.26 Rate paid will be 2.16%. We will continue to pay the Texpool or Logic rate on the designated accounts. If either the Texpool and/or logic rate falls below the contractual rate, the contractual rate will be paid.

Thank you,

Laura

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
Fax 281.269.7108
laura.turner@prosperitybanktx.com

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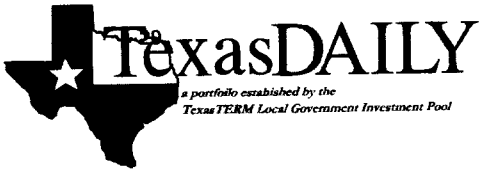
Texas CLASS Daily Rates July 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

<i>Date</i>	<i>Daily Rates</i>	<i>Annual Yield</i>
07/01/08	2.56%	2.60%
07/02/08	2.51%	2.54%
07/03/08	2.48%	2.51%
07/04/08	2.48%	2.51%
07/05/08	2.48%	2.51%
07/06/08	2.48%	2.51%
07/07/08	2.47%	2.50%
07/08/08	2.48%	2.51%
07/09/08	2.46%	2.49%
07/10/08	2.45%	2.48%
07/11/08	2.47%	2.50%
07/12/08	2.47%	2.50%
07/13/08	2.47%	2.50%
07/14/08	2.47%	2.50%
07/15/08	2.46%	2.49%
07/16/08	2.47%	2.50%
07/17/08	2.44%	2.47%
07/18/08	2.45%	2.48%
07/19/08	2.45%	2.48%
07/20/08	2.45%	2.48%
07/21/08	2.44%	2.47%
07/22/08	2.45%	2.48%
07/23/08	2.45%	2.48%
07/24/08	2.47%	2.50%
07/25/08	2.47%	2.50%
07/26/08	2.47%	2.50%
07/27/08	2.47%	2.50%
07/28/08	2.49%	2.52%
07/29/08	2.47%	2.50%
07/30/08	2.49%	2.52%
07/31/08	2.48%	2.51%
Average	2.47%	2.50%

Rates can vary over time. Past performance is no guarantee of future results.



Current Rates (1)

As of August 1, 2008

Current Yield	<u>2.35%</u>
One-Day Yield	<u>2.32%</u>
Allocation Factor	<u>0.000064007</u>

Historical Rates

Monthly Distribution Yields (2)

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	
November	1.70%	1.03%	1.82%	3.92%	5.25%	4.80%	
December	1.49%	1.05%	2.05%	4.13%	5.25%	4.53%	

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1 866 TEX-TERM

Past performance is not indicative of future results and yields may vary.

(1) The current yield, which is also known as the current annualized yield or current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The allocation factor represents the daily net income dividend declared by the TexasDAILY portfolio divided by the portfolio's daily net assets. The one-day yield represents the allocation factor of the TexasDAILY portfolio divided by the daily net asset value per share (normally \$1.00) multiplied by 365. Unlike the current yield – which excludes capital changes and income other than investment income – the allocation factor and one-day yield are inclusive of capital changes and any income other than investment income.

(2) The monthly distribution yield represents the sum of a month's one-day allocation factors divided by the number of days in that month, and multiplied by 365.

(3) The TexasDAILY portfolio began operations on March 25, 2002.

Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management.

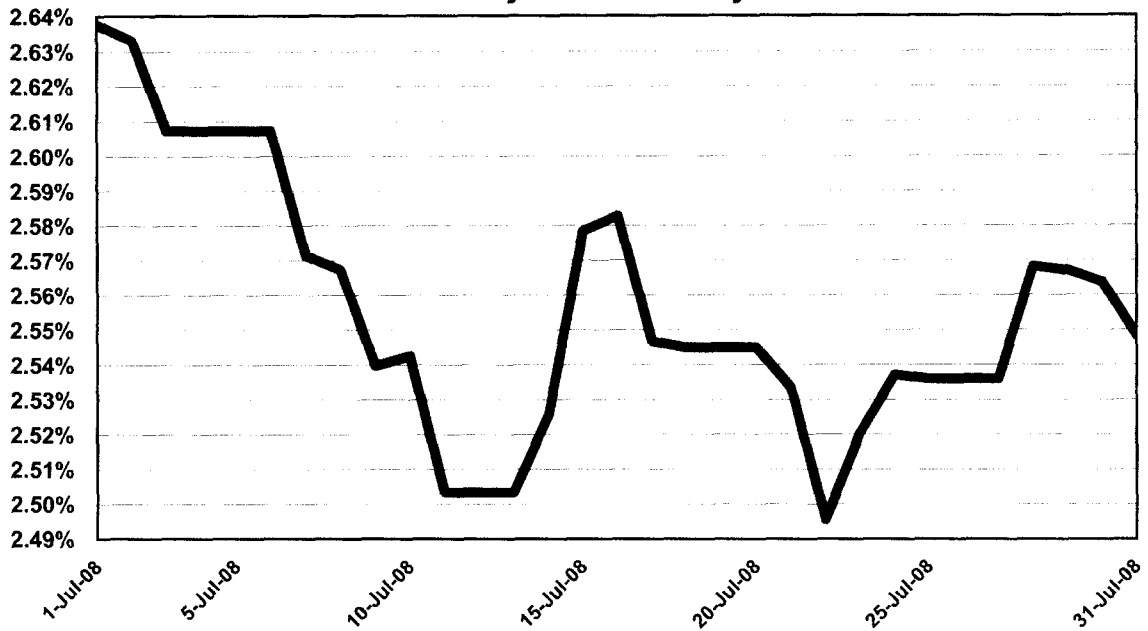
According to Standard & Poor's rating criteria, the AAAF & AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities.

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing.

This and other information about the Pool is available in the Pool's Information Statements, which should be read carefully before investing. Copies of the Pool's Information Statements may be obtained by calling 1-866-839-8376 or are available on the Pool's website at www.texasterm.net.

*While TexasDAILY seeks to maintain a stable net asset value of \$1.00 per share and TexasTERM seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Shares of the Pool are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC*

LOGIC Daily Rates for July 2008



AS PER ORIGINAL

Daily Summary for July 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jul-08	2.6376%	0.000072262	1,768,374,643.98	0.999802	46	68
2-Jul-08	2.6331%	0.000072140	1,772,306,984.94	0.999810	47	68
3-Jul-08	2.6072%	0.000071430	1,767,562,521.08	0.999650	45	69
4-Jul-08	2.6072%	0.000071430	1,767,562,521.08	0.999650	45	69
5-Jul-08	2.6072%	0.000071430	1,767,562,521.08	0.999650	45	69
6-Jul-08	2.6072%	0.000071430	1,767,562,521.08	0.999650	45	69
7-Jul-08	2.5714%	0.000070450	1,759,704,503.73	0.999846	45	67
8-Jul-08	2.5674%	0.000070341	1,757,484,812.84	0.999851	46	67
9-Jul-08	2.5398%	0.000069583	1,784,768,501.88	0.999841	46	66
10-Jul-08	2.5426%	0.000069660	1,774,218,607.04	0.999863	46	67
11-Jul-08	2.5034%	0.000068585	1,815,945,879.82	0.999758	43	63
12-Jul-08	2.5034%	0.000068585	1,815,945,879.82	0.999758	43	63
13-Jul-08	2.5034%	0.000068585	1,815,945,879.82	0.999758	43	63
14-Jul-08	2.5258%	0.000069201	1,782,295,219.38	0.999754	44	64
15-Jul-08	2.5783%	0.000070639	1,750,198,127.77	0.999793	45	76
16-Jul-08	2.5828%	0.000070761	1,742,611,691.66	0.999823	44	75
17-Jul-08	2.5467%	0.000069773	1,807,567,643.62	0.999775	42	72
18-Jul-08	2.5449%	0.000069724	1,808,955,191.08	0.999722	40	70
19-Jul-08	2.5449%	0.000069724	1,808,955,191.08	0.999722	40	70
20-Jul-08	2.5449%	0.000069724	1,808,955,191.08	0.999722	40	70
21-Jul-08	2.5335%	0.000069412	1,802,374,358.56	0.999814	42	71
22-Jul-08	2.4955%	0.000068371	1,820,576,138.62	0.999815	41	70
23-Jul-08	2.5205%	0.000069056	1,801,375,520.45	0.999775	43	78
24-Jul-08	2.5371%	0.000069510	1,793,794,576.74	0.999980	44	79
25-Jul-08	2.5359%	0.000069477	1,901,764,290.39	0.999756	41	74
26-Jul-08	2.5359%	0.000069477	1,901,764,290.39	0.999756	41	74
27-Jul-08	2.5359%	0.000069477	1,901,764,290.39	0.999756	41	74
28-Jul-08	2.5682%	0.000070361	1,883,353,426.40	0.999830	41	73
29-Jul-08	2.5670%	0.000070328	1,879,915,386.17	0.999840	41	74
30-Jul-08	2.5637%	0.000070239	1,888,553,079.17	0.999846	42	75
31-Jul-08	2.5482%	0.000069815	1,968,322,569.65	0.999868	40	71
Average	2.5562%	0.000070032	1,812,517,482.61		43	70

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

July 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	20,592,227.98	17,349,003.50	23,368,496.46	36,750.77	14,609,485.79
030/150	Juvenile Operations	7,424,743.01	420,819.23	1,747,570.75	12,472.89	6,110,464.38
105/155	Road & Bridge	368,152.88	1,874,105.84	2,118,097.65	786.55	124,947.62
115/160	Drainage District	164,871.97	288,866.26	426,418.19	285.61	27,605.65
117/165	Lateral Road	210,752.54	-	-	385.57	211,138.11
120/170	Statue Restoration	4,060.64	-	-	7.43	4,068.07
121/175	City Water Assistance	15,615.64	532.00	295.64	33.58	15,885.58
122/180	Emergency Heat Relief	173.76	-	-	0.37	174.13
123/185	Entex Contributions	1,668.68	-	-	3.55	1,672.23
124/190	H L & P Assistance	33,602.81	-	6,310.26	65.36	27,357.91
125/195	County Law Library	670,480.82	19,778.85	27,529.39	1,221.48	663,951.76
126/200	Law Enforcement Academy	527,917.28	3,355.00	6,575.48	965.30	525,662.10
129/210	Ambulance Paramedics	11,147.66	-	43.50	23.69	11,127.85
130/360	Law Enforcement Training	110,071.89	78.51	3,922.59	196.90	106,424.71
131/215	Library Donations	136,518.76	15,952.11	8,886.23	297.49	143,882.13
132/220	Mission W Park Pct. #3	53,627.99	-	-	114.13	53,742.12
133/225	FBC Asset Forfeiture-Task-State	867,083.06	-	24,213.70	1,562.71	844,432.07
134/230	DWI Video Fees	4,031.44	-	-	8.58	4,040.02
135/235	Probate Court Training	46,443.83	358.00	-	99.04	46,900.87
136/240	JP Technology Fund	502,284.43	8,331.49	-	921.28	511,537.20
137/245	Alert Program-Juvenile	36,541.33	825.00	10,505.50	62.23	26,923.06
141/255	D A Asset Forfeiture-Fed.	42.39	-	-	0.09	42.48
142/260	D A Bad Check Coll Fund	83,633.09	4,171.33	3,200.84	182.64	84,786.22
143/265	Gus George Memorial	7,302.48	-	208.00	15.17	7,109.65
144/270	Records Mgmt.Debt.Service	1,548,501.71	67,284.00	28,938.45	2,850.85	1,589,698.11

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

July 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
145/275	D A Special Fund Run	16,182.75	-	-	34.44	16,217.19
146/280	Co.Atty.Supplemental Salary	91,344.41	-	4,956.40	162.25	86,550.26
147/285	FBC Records Management	216,540.58	19,876.50	5,775.71	396.65	231,038.02
148/290	VIT Interest (Tax Coll)	2,269.90	-	-	4.83	2,274.73
149/295	Courthouse Security	598,094.30	24,773.13	94,587.32	1,049.74	529,329.85
150/300	FBC Elections	470,461.68	15,719.22	37,328.57	862.98	449,715.31
151/305	FBC Asset Forfeic.Task-Fed.	28,467.40	-	-	52.08	28,519.48
153/310	Sheriff Ofc/Forfei.Assets-St.	292,861.96	-	48,105.00	532.95	245,289.91
154/315	Sheriff Ofc/Forfei.Assets-Fed.	450,182.17	-	381,541.07	801.09	69,442.19
156/320	Constable Pct. 2 F/A	11,553.12	-	-	21.14	11,574.26
157/325	Constable Forfeiture-Federal	126.48	-	-	0.23	126.71
158/330	Environmental Projects	165.53	-	-	0.35	165.88
159/335	DA Asset Forfeit.-State	123,341.03	13,820.54	2,379.93	226.49	135,008.13
160/340	Utility Assistance	67.17	-	-	0.14	67.31
162/345	UT Health Sci.Center Grnt.	91.33	-	-	0.19	91.52
163/350	FBC Gates Foundation Grant	1,293.56	-	-	2.37	1,295.93
164/355	FBC Co.Child Abuse Prev.	877.26	300.00	2.26	1.80	1,176.80
190/370	Katy Library Appropriations	1,234.10	-	-	2.63	1,236.73
200/700	Drainage Capital Improvement	16,961.45	-	-	31.03	16,992.48
201/702	Upper Oyster Creek	1,091,848.85	-	-	1,997.55	1,093,846.40
202/704	Capital Improvement	10,286.56	-	32.40	18.80	10,272.96
203/706	Clear Creek Fund	529,807.98	-	-	969.29	530,777.27
204/708	Lower Oyster Creek	1,395,128.49	-	-	2,552.40	1,397,680.89
205/710	County Big Creek	996,035.14	-	-	1,822.25	997,857.39
209/712	Fifth Street Project	9,036.24	-	-	16.53	9,052.77
210/714	Grand Mission Crossing	23,754.17	-	-	50.55	23,804.72

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

July 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
215/716	R & B Capital Project	0.90	-	-	-	0.90
220/800	Toll Road Authority	318,131.66	-	15,031.37	562.09	303,662.38
230/718	Mobility Projects	40,047.18	2,256,140.73	2,195,740.61	710.21	101,157.51
231/732	2007 Facilities Const. Bonds	15,545,623.06	65,524.27	5,243,180.83	29,684.41	10,397,650.91
250/720	Library Bldg. Improve.	69,190.94	-	-	147.26	69,338.20
254/722	Travis Building Renovation	10,683.52	-	33.65	19.52	10,669.39
270/730	Bates Park	12,784.08	-	-	27.21	12,811.29
410/810	Toll Road Operations	1,343,828.74	1,249,317.15	768,553.41	2,654.94	1,827,247.42
504/SOCO	FBC Sheriff Commissary	313,569.71	-	-	667.35	314,237.06
520/894	Bail Bond Securities	3,242.14	-	12.65	6.89	3,236.38
534/896	On Site Wastewater	3,150.57	600.00	1,630.57	4.81	2,124.81
540/898	Consolidated Court Cost	819,555.93	245,137.20	631,183.69	1,513.47	435,022.91
800/375	Temporary Emergency Rel.	30.96	-	-	0.07	31.03
801/380	Emergency Food & Shelter	42,060.49	137,136.50	25,800.74	272.51	153,668.76
805/390	Child Protective Service IV-E	190,099.80	705.31	5,479.87	345.37	185,670.61
813/400	CDBC 2001	302,435.70	247,797.91	513,096.19	535.65	37,673.07
826/402	Hope 3 Program Sales	84,637.40	-	19,172.89	132.27	65,596.78
860/410	Child Support IVD Reimb.	163,543.13	-	-	299.20	163,842.33
864/415	Local Law Enf. Block Grant	63,321.24	-	13,114.55	133.57	50,340.26
899/420	Grant Administration	11,251.63	1,825.00	-	25.95	13,102.58
960/440	Supervision	1,973,116.93	198,981.05	594,124.81	3,285.87	1,581,259.04
255/724	FBC Parkway	27,001.58	-	-	49.40	27,050.98
402/855	Workers Comp/Unem/Ins.	342,397.66	15,715.22	133,415.05	557.04	225,254.87
402/TRWC	FBC Tristar Worker's Comp.	42,901.31	-	-	78.67	42,979.98
127/205	FBC Surface Water Sup. Corp	7,339.01	-	-	13.43	7,352.44

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

July 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
TREA	FBC Treasurers Account	20,134.91	2,448,804.29	2,444,066.02	237.02	25,110.20
400/850M	Boon-Chapman Medical	547,124.31	1,500,000.00	1,418,801.52	2,133.70	630,456.49
400/850D	Boon-Chapman Dental	483,809.37	300,000.00	79,352.90	1,252.51	705,708.98
400/850	FBC Employee Benefits	9,739,935.14	496,795.00	2,064,498.89	15,291.52	8,187,522.77
400/882	FBC Boon-Chapman 125	36,116.94	31,270.96	33,632.59	66.68	33,821.99
504/884	FBC Fee Officer's Account	1,968,867.87	1,405,445.38	1,343,140.64	4,229.37	2,035,401.98
IHC	FBC Boon-Chapman IHC	804,006.14	2,780.06	602,030.95	1,168.01	205,923.26
AP	FBC Accounts Payable	46,214.07	-	2,137.54	83.78	44,160.31
PAY	FBC Payroll Account	11,255.35	-	133.33	20.50	11,142.52
912	JP Credit Card Processing	26,171.47	58,367.50	78,201.47	23.52	6,361.02
908	EMS Credit Card Processing	2,537.39	7,196.36	8,962.14	3.15	774.76
600/605	FBC Debt Service	12,559,013.14	156,256.23	-	26,932.91	12,742,202.28
264/726	Oyster Creek	131,081.53	-	-	239.81	131,321.34
265/728	Flood Control	131,460.26	-	-	257.48	131,717.74
	Total	88,037,184.84	30,953,746.63	46,590,450.16	164,591.13	72,565,072.44

Investment Report

Ft. Bend County

08/01/08 - 08/31/08

This report summarizes the investment position of Ft. Bend County for the period 08/01/08 to 08/31/08.

	07/31/08	08/31/08
Book Value:	274,361,554.36	276,616,602.93
Market Value:	274,450,556.85	276,511,555.11
Pay Value:	274,393,143.74	276,561,428.05
Change in Market Value:		189,002.20
Weighted Average Maturity (in Days):	23	24
Weighted Average Yield to Maturity of Portfolio:	4.9452%	4.9444%
Yield-to-Maturity of 90 Day T-Bill:	4.8350%	4.8900%
Average Interest:		\$1,078.58

This report is presented in accordance with the Texas Government Code Title 10 Section 210.001. The below figures hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

Lanette H. Hinkle

Interim Dir. of Finance & Investments

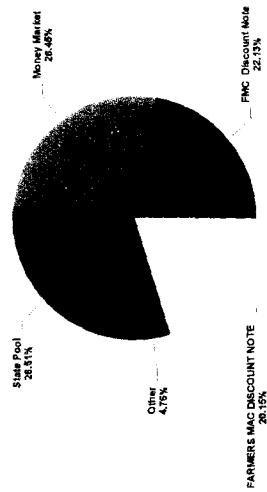
11/13/08

Investment Report

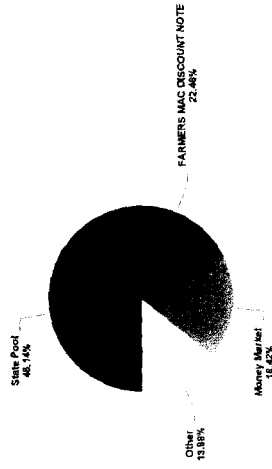
Ft. Bend County

08/01/08 - 08/31/08

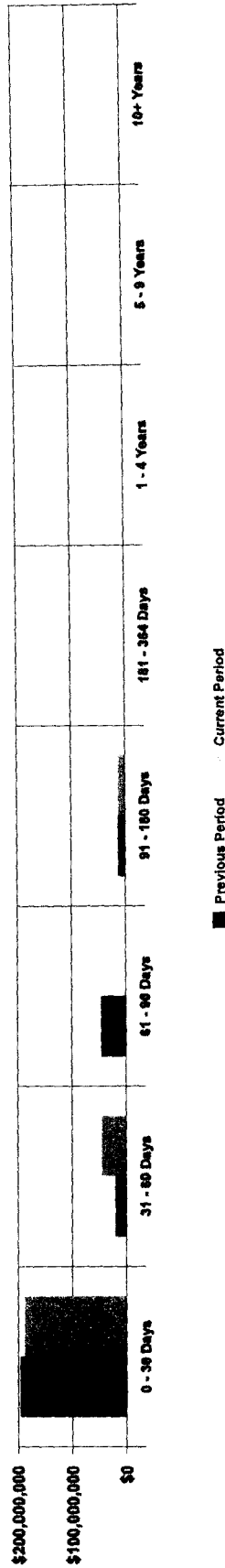
Portfolio Composition - 07/31/08



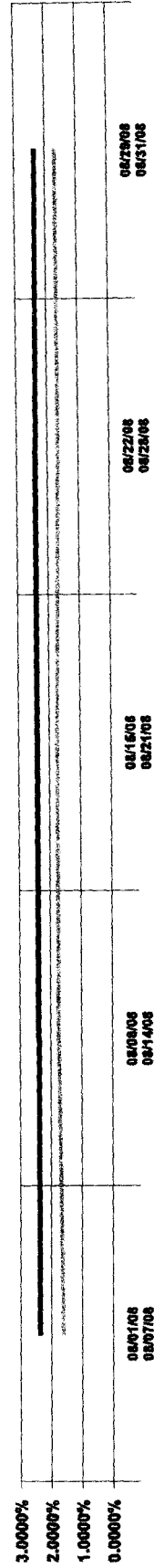
Portfolio Composition - 08/31/08



Maturity Aging - 07/31/08 vs 08/31/08



Portfolio Performance - 08/01/08 to 08/31/08



GASB 31 Compliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

3

CRID	Invest Number	Security Description	Purchase Date	Valo Valuation Date Method	Field Price Source Annual	Field Price Source 08/01/08	Beginning Unit Price	Per Value In 08/31/08	Expected Rate 08/01/08	Purchase Cost	Sales Proceeds Unit Price	Ending Unit Price	Per Value In 08/31/08	Price Source 08/31/08	Expected Value 08/31/08	Change in Fair Value	Interest	Net Investment Income
31339853	08-002	Freddie Mac Disc Note 0.00 12/04/08	12/22/07	Open Acrt Value	3.922	0.99551	10,390,000.00	10,246,107.39	0.00	0.98961	0.00	0.98961	10,390,000.00		10,290,593.28	34,395.89	0.00	34,395.89
31339854	08-009	FAMDIS INC DISCOPT NOTE 0.00 10/08/08	04/03/08	Open Acrt Value	2.239	0.99595	45,513,000.00	45,526,634.32	0.00	0.00	0.00	0.99770	45,513,000.00		45,411,500.31	84,863.99	0.00	84,863.99
31339857	08-011	PMA Discount Note 0.00 12/10/08	06/17/08	Open Acrt Value	2.670	0.99055	3,000,000.00	2,971,346.31	0.00	0.00	0.00	0.99296	3,000,000.00		2,976,082.74	6,286.43	0.00	6,286.43
31339878	08-008-41	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	Open Acrt Value	2.184	0.99920	39,284,000.00	39,276,930.01	0.00	0.00	0.00	0.99000	39,284,000.00		39,284,000.00	7,099.99	0.00	7,099.99
31339883	08-007-41	Freddie Mac Disc Note 0.00 08/29/08	07/17/08	Open Acrt Value	3.265	0.99591	11,223,000.00	11,394,853.48	0.00	0.00	0.00	0.99000	11,223,000.00		11,223,000.00	28,846.52	0.00	28,846.52
31339870	08-003	PMA 3.75 09/15/08	12/24/07	Open Acrt Value	4.040	0.99948	7,920,000.00	7,937,210.48	0.00	0.00	0.00	0.99988	7,920,000.00		7,919,132.43	1,801.95	24,750.00	26,451.95
31344004	08-004	FRMC 3.625 09/15/08	12/24/07	Open Acrt Value	4.202	0.99529	2,073,000.00	2,077,457.14	0.00	0.00	0.00	0.99953	2,073,000.00		2,076,520.00	1,862.96	6,348.58	7,411.44
31339820	08-010	FAMDIS INC DISCOPT NOTE 0.00 09/16/08	06/17/08	Open Acrt Value	2.626	0.99953	10,000,000.00	9,969,531.50	0.00	0.00	0.00	0.99004	10,000,000.00		9,990,044.38	20,512.68	0.00	20,512.68
Prosperity-Invest Acct	AR-002	SBA - Investment Account	03/20/02	Open Fair Value		1.00000	100,132.5	100,132.57	0.00	-11,125,005.64	1.00000	1.00000	11,225,137.62	Manual	11,225,137.62	0.01	2,137.61	2,137.62
081A	AR-005	State Pool	06/05/02	Open Fair Value	2.472	1.00000	59,540,854.12	59,540,854.12	0.00	-41,777,681.40	1.00000	1.00000	101,240,518.52	Manual	101,240,518.52	0.00	207,664.40	207,664.40
Prosperity-Money Market Accts.	AR-009	Money Market	11/30/03	Open Fair Value	1.783	1.00000	7,585,072.45	7,585,072.45	0.00	27,127,855.37	1.00000	1.00000	45,437,117.08	Manual	45,437,117.08	0.00	108,280.38	108,280.38
Texas Perm	AR-012	State Pool	07/13/07	Open Fair Value	2.307	1.00000	13,176,384.59	13,176,284.59	0.00	3,128,228.82	1.00000	1.00000	10,048,055.77	Manual	10,048,055.77	0.00	21,771.18	21,771.18
Investment Total					2.387	0.99949	214,791,343.73	214,382,514.38	0.00	21,958,514.75	0.99941	0.99941	246,616,001.93		246,616,001.93	184,001.28	370,982.15	555,584.07

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

CWIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 08/01/08	Par Value On 08/31/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 08/01/08	Amor Value On 08/31/08
732 - 2007 Facilities Const. Bonds													
FARMERS MAC DISCOUNT NOTE													
3115K620	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	Open	10,000,000.00	10,000,000.00	9,970,000.00	9,992,000.00	0.00	0.00	9,940,571.94	9,969,531.50	9,990,044.18
3115K394	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	Open	45,513,000.00	45,513,000.00	45,308,191.50	45,403,768.80	0.00	0.00	44,939,613.26	45,326,634.32	45,411,500.31
FARMERS MAC DISCOUNT NOTE Total													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
State Pool													
MBA													
Texas Term													
State Pool Total													
732 - 2007 Facilities Const. Bonds Total													
710 - Big Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
710 - Big Creek Total													
704 - Capital Improvement													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
704 - Capital Improvement Total													
390 - Child Protective Services													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
390 - Child Protective Services Total													
706 - Clear Creek													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
706 - Clear Creek Total													
295 - Courthouse Security													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
295 - Courthouse Security Total													
605 - Debt Service													
Prosperity- Investment Account													
Prosperity-Invest Acct AR-0004													
Prosperity- Investment Account Total													
605 - Debt Service Total													
160 - Drainage District													
FMC Discount Note													
FMC Discount Note													
FMC Discount Note Total													
160 - Drainage District Total													
31339678													
Freddie Mac Disc Note													
Freddie Mac Disc Note													
Freddie Mac Disc Note Total													

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 08/01/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Amort Value On 08/01/08	Amort Value On 08/31/08
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
State Pool												
MEIA	AR-0005	State Pool	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Texas Tem	AR-0013	State Pool	06/05/02	Open	2,327,314.53	2,327,314.53	3,084,432.12	0.00	0.00	0.00	2,327,314.53	3,084,432.12
State Pool Total												
160 - Drainage District Total												
FPC NR - FPC MHCOTICS												
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
FPC NR - FPC MHCOTICS Total												
504A - FPC SERRITY COMMISSARY												
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
504A - FPC SERRITY COMMISSARY Total												
810 - FPC Toll Road Operations												
FPC Discount Note												
313396478	08-0008-01	Freddie Mac Disc Note	04/03/08	Open	4,533,373.60	4,532,382.89	0.00	0.00	0.00	4,500,521.37	4,532,555.41	0.00
313396483	08-0002	Freddie Mac Disc Note	12/21/07	Open	10,390,000.00	10,328,929.71	10,342,557.63	0.00	0.00	9,999,800.64	10,246,197.39	10,280,593.28
FPC Discount Note Total												
FMA Discount Note												
313398971	08-0011	FMA Discount Note	06/17/08	Open	3,000,000.00	2,972,700.00	2,978,400.00	0.00	0.00	2,962,174.67	2,971,366.31	2,978,092.74
FMA Discount Note Total												
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
State Pool												
MEIA	AR-0005	State Pool	03/20/02	Open	44.21	44.21	0.03	0.00	0.00	0.00	44.21	0.03
State Pool Total												
810 - FPC Toll Road Operations Total												
728 - FPCBEC BUS CREEK												
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
State Pool												
MEIA	AR-0005	State Pool	03/20/02	Open	100,006.87	100,006.87	0.00	0.00	0.00	0.00	100,006.87	0.00
State Pool Total												
728 - FPCBEC BUS CREEK Total												
100 - General Fund												
Proprietary- Investment Account												
Proprietary-Invest Acct AR-0004												
Proprietary- Investment Account Total												
State Pool												
MEIA	AR-0005	State Pool	06/05/02	Open	4,379,559.49	4,379,559.49	4,388,751.22	0.00	0.00	0.00	4,379,559.49	4,388,751.22
State Pool Total												
728 - FPCBEC BUS CREEK Total												
100 - General Fund												
FPMC												
313394004	08-0004	FPMC 3.625 09/15/08	12/24/07	Open	2,073,000.00	2,081,598.75	2,079,644.49	0.00	0.00	2,069,794.11	2,077,457.14	2,078,520.00
FPMC Total												
FPC Discount Note												
313396478	08-0008-01	Freddie Mac Disc Note	04/03/08	Open	30,217,252.80	30,210,649.24	0.00	0.00	30,217,252.80	23,998,275.92	30,211,795.18	0.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

COBID	Invest Number	Security Description	Par Value On 08/01/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Date	Call Date	Par Value On 08/31/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Incr Value On 08/01/08	Incr Value On 08/31/08
31339683	08-0007-01	Freddie Mac Disc Note	0.00	11,225,878.17	0.00	01/17/08	Open	0.00	11,225,878.17	0.00	0.00	11,225,000.00	10,939,942.88	11,194,953.48	0.00
FNC Discount Note Total															
FMA															
31339470	08-0003	FMA 3.75 04/15/08	7,920,000.00	7,929,900.00	7,922,455.20	12/24/07	Open	7,920,000.00	7,929,900.00	7,922,455.20	0.00	0.00	7,903,159.16	7,917,210.48	7,919,112.43
FMA Total															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
State Pool															
NRJA															
Texas Term															
State Pool Total															
100 - General Fund Total															
385 - Juvenile Foster Care															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
385 - Juvenile Foster Care Total															
150 - Juvenile Operations															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
150 - Juvenile Operations Total															
200 - Law Enforcement Academy															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
200 - Law Enforcement Academy Total															
720 - Library Bond Construction															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
720 - Library Bond Construction Total															
708 - Lower Oyster Creek															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
708 - Lower Oyster Creek Total															
718 - Mobility Projects															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
708 - Mobility Projects Total															
Property- Investment Account															
Property-Invest Acct AR-0004															
Property- Investment Account Total															
State Pool															
NRJA															
Texas Term															
State Pool Total															
718 - Mobility Projects Total															

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

7

CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 08/01/08	Par Value On 08/31/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Accr Value On 08/01/08	Accr Value On 08/31/08
PR08 - Prosperity Money Mkt. Accts.													
Money Market													
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/02	Open	72,565,072.45	45,437,117.08	72,565,072.45	45,437,117.08	0.00	0.00	12,905,577.66	72,565,072.45	45,437,117.08
Money Market Total					72,565,072.45	45,437,117.08	72,565,072.45	45,437,117.08	0.00	0.00	12,905,577.66	72,565,072.45	45,437,117.08
PR08 - Prosperity Money Mkt. Accts. Total													
270 - Records Management Debt Service					72,565,072.45	45,437,117.08	72,565,072.45	45,437,117.08	0.00	0.00	12,905,577.66	72,565,072.45	45,437,117.08
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
270 - Records Management Debt Service Total													
155 - Road and Bridge					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRC Discount Note													
313396278	08-0008-01	Freddie Mac Disc Note	04/03/08	Open	3,020,939.60	0.00	3,020,279.41	0.00	0.00	3,020,939.60	2,999,047.61	3,020,394.38	0.00
PRC Discount Note Total													
Prosperity- Investment Account					3,020,939.60	0.00	3,020,279.41	0.00	0.00	3,020,939.60	2,999,047.61	3,020,394.38	0.00
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	2,083,891.60	3,842,815.95	2,083,891.60	3,842,815.95	0.00	0.00	0.00	2,083,891.60	3,842,815.95
Texas Term	AR-0013	State Pool	07/13/07	Open	510,398.50	10,419.55	510,398.50	10,419.55	0.00	0.00	0.00	510,398.50	10,419.55
State Pool Total					2,594,290.10	3,853,235.50	2,594,290.10	3,853,235.50	0.00	0.00	0.00	2,594,290.10	3,853,235.50
155 - Road and Bridge Total					5,615,229.70	3,853,235.50	5,614,569.51	3,853,235.50	0.00	3,020,939.60	2,999,047.61	5,614,684.48	3,853,235.50
800 - Toll Road Authority													
Prosperity- Investment Account					0.00	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0.01
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0.01
Prosperity- Investment Account Total					0.00	0.01	0.00	0.01	0.00	0.00	0.00	0.00	0.01
State Pool													
State Pool Total					668.03	1,503,106.66	668.03	1,503,106.66	0.00	0.00	5,000,000.00	668.03	1,503,106.66
800 - Toll Road Authority Total					668.03	1,503,106.66	668.03	1,503,106.66	0.00	0.00	5,000,000.00	668.03	1,503,106.66
702 - Upper Oyster Creek					668.03	1,503,106.67	668.03	1,503,106.67	0.00	0.00	5,000,000.00	668.03	1,503,106.67
Prosperity- Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity- Investment Account Total					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702 - Upper Oyster Creek Total													
Combined Port					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FARMERS MAC DISCOUNT NOTE													
313396220	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	Open	10,000,000.00	10,000,000.00	9,970,000.00	9,992,000.00	0.00	0.00	9,940,571.94	9,969,531.50	9,990,044.18
313396084	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	Open	45,308,000.00	45,308,000.00	45,308,191.50	45,403,768.80	0.00	0.00	44,999,613.36	45,326,634.32	45,411,500.31
FARMERS MAC DISCOUNT NOTE Total					55,308,000.00	55,308,000.00	55,278,191.50	55,395,768.80	0.00	0.00	54,940,185.30	55,296,165.82	55,401,544.49
FELMAC													
313346004	08-0004	FELMAC 3.625 09/15/08	12/24/07	Open	2,079,000.00	2,079,000.00	2,081,598.75	2,073,644.49	0.00	0.00	2,069,794.11	2,077,457.14	2,078,520.00
FELMAC Total					2,079,000.00	2,079,000.00	2,081,598.75	2,073,644.49	0.00	0.00	2,069,794.11	2,077,457.14	2,078,520.00
PRC Discount Note													
313396278	08-0008-01	Freddie Mac Disc Note	04/03/08	Open	39,284,000.00	0.00	39,275,415.02	0.00	0.00	39,284,000.00	38,999,318.67	39,276,910.01	0.00
313396083	08-0007-01	Freddie Mac Disc Note	01/17/08	Open	11,223,000.00	0.00	11,208,878.17	0.00	0.00	11,223,000.00	10,999,942.88	11,194,953.48	0.00
313396853	08-0002	Freddie Mac Disc Note	12/21/07	Open	10,390,000.00	10,390,000.00	10,328,929.71	10,342,557.63	0.00	0.00	9,999,800.64	10,246,107.39	10,280,503.28

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

8

CRIP	Invest Number	Security Description	Purchase Date	Call Date	Par Value On 08/01/08	Par Value On 08/31/08	Market Val On 08/01/08	Market Val On 08/31/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 08/01/08	Amor Value On 08/31/08
PMC Discount Note Total													
					60,813,222.90	10,390,000.00	60,813,222.90	10,342,557.63	0.00	50,507,000.00	59,999,062.19	60,717,970.88	10,280,503.28
FMA													
31359470	08-0003	FMA 3.75 09/15/08	12/24/07	Open	7,920,000.00	7,920,000.00	7,920,000.00	7,922,455.20	0.00	0.00	7,920,000.00	7,919,210.48	7,919,112.43
FMA Discount Note													
31358871	08-0011	FMA Discount Note 0.00 12/10/08	06/17/08	Open	3,000,000.00	3,000,000.00	3,000,000.00	2,978,400.00	0.00	0.00	2,962,174.67	2,971,366.31	2,970,092.74
Money Market													
	AR-0009	Money Market	11/30/03	Open	72,565,072.45	45,437,117.08	72,565,072.45	45,437,117.08	0.00	0.00	72,565,072.45	72,565,072.45	45,437,117.08
Propriety-Investment Account													
	AR-0004	SNB - Investment Account	03/20/02	Open	100,132.57	11,225,137.62	100,132.57	11,225,137.62	0.00	0.00	50,000,000.00	100,132.57	11,225,137.62
State Pool													
	AR-0005	State Pool	06/05/02	Open	59,540,854.12	101,248,518.52	59,540,854.12	101,248,518.52	0.00	0.00	5,000,000.00	59,540,854.12	101,248,518.52
	AR-0013	State Pool	07/13/07	Open	13,176,284.59	10,048,055.71	13,176,284.59	10,048,055.71	0.00	0.00	60,000,000.00	13,176,284.59	10,048,055.71
State Pool Total													
					72,717,138.71	111,296,574.29	72,717,138.71	111,296,574.29	0.00	0.00	65,000,000.00	72,717,138.71	111,296,574.29
Combined Port Total													
					274,793,343.73	246,969,829.99	274,457,956.08	246,677,655.11	0.00	50,507,000.00	255,379,953.09	274,382,514.36	246,616,601.99

Earnings and Yields Summary

Ft. Bend County
 Effective Interest - Actual Life
 Receipts in Period
 08/01/08 - 08/31/08

Security Description	08/01/08 08/07/08	08/08/08 08/14/08	08/15/08 08/21/08	08/22/08 08/28/08	08/29/08 08/31/08	08/01/08 08/31/08
Combined Port						
FARMERS MAC D	23,773.94	23,786.33	23,798.71	23,811.12	10,208.57	105,378.67
FHLMC	1,673.55	1,673.55	1,673.55	1,673.55	717.24	7,411.44
FMC Discount	21,851.79	14,772.05	14,782.31	14,792.58	3,333.67	69,532.40
FNMA	6,218.78	6,218.78	6,218.79	6,218.79	1,776.80	26,651.94
FNMA Discount	1,516.21	1,517.76	1,519.31	1,520.87	652.28	6,726.43
Money Market	24,799.25	24,799.25	24,799.25	24,799.25	9,083.38	108,280.38
Prosperity- I	0.06	0.03	0.00	0.00	2,137.52	2,137.61
State Pool	46,083.56	55,188.74	52,986.35	52,664.78	22,512.15	229,435.58
Port Total	125,917.14	127,956.49	125,778.27	125,480.94	50,421.61	555,554.45
Combined Port						
FARMERS MAC D	2.2558	2.2570	2.2581	2.2593	2.2602	2.2578
FHLMC	4.2102	4.2102	4.2102	4.2102	4.2102	4.2102
FMC Discount	2.9619	3.5787	3.5812	3.5837	3.9272	3.3738
FNMA	4.0440	4.0440	4.0440	4.0440	4.0440	4.0440
FNMA Discount	2.6324	2.6351	2.6378	2.6405	2.6424	2.6370
Money Market	1.7869	1.7869	1.7869	1.7869	1.7455	1.7833
Prosperity- I	2.2394	2.3236	0.0005	0.0005	2.3236	2.3236
State Pool	2.4570	2.4709	2.4713	2.4713	2.4713	2.4683
Port Total	2.3730	2.3966	2.3959	2.3962	2.3501	2.3867

Maturity Aging
Ft. Bend County
 Effective Interest - Actual Life
 Receipts in Period
 08/31/08

10

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
31315KG20	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	16	2.4250
3134A4UD4	08-0004	FHLMC 3.625 09/15/08	12/24/07	15	4.2448
31359MFF0	08-0003	FNMA 3.75 09/15/08	12/24/07	15	4.0440
MBIA	AR-0005	State Pool	06/05/02	1	2.4800
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	2.1300
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	1.9500
Texas Term	AR-0013	State Pool	07/13/07	1	2.3900
0 - 30 Days Total				3	2.4100
31 - 60 Days					
31315KJ84	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	38	2.2207
31 - 60 Days Total				38	2.2207
91 - 180 Days					
313396S53	08-0002	Freddie Mac Disc Note	12/21/07	99	3.9962
313588S71	08-0011	FNMA Discount Note	06/17/08	101	2.6482
91 - 180 Days Total				99	3.6925
Investment Total				14	2.4449

Activity Statement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

12

Purchase Date	Sale Date	COBIP	Invest Number	Security Description	Amor Value On 08/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 08/31/08
FARMERS MAC DISCOUNT NOTE											
04/03/08	Open	31315K084	08-0009	FARMERS MAC DISCOUNT NOTE	45,326,634.32	0.00	0.00	0.00	0.00	0.00	45,411,500.31
06/17/08	Open	31315K620	08-0010	FARMERS MAC DISCOUNT NOTE	9,969,531.50	0.00	0.00	0.00	0.00	0.00	9,990,044.18
FARMERS MAC DISCOUNT NOTE Total											
					<u>55,296,165.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>55,401,544.49</u>
FELMC											
12/24/07	Open	31344A004	08-0004	FELMC 3.625 09/15/08	2,077,457.14	0.00	0.00	0.00	0.00	0.00	2,078,520.00
					<u>2,077,457.14</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,078,520.00</u>
FMC Discount Note											
12/21/07	Open	313396S53	08-0002	Freddie Mac Disc Note	10,246,107.39	0.00	0.00	0.00	0.00	0.00	10,280,503.28
01/17/08	08/29/08	313396D83	08-0007-01	Freddie Mac Disc Note	11,194,953.48	0.00	0.00	11,223,000.00	0.00	0.00	0.00
04/03/08	08/04/08	313396A78	08-0008-01	Freddie Mac Disc Note	39,276,910.01	0.00	0.00	39,284,000.00	0.00	0.00	0.00
					<u>60,717,970.88</u>	<u>0.00</u>	<u>0.00</u>	<u>50,507,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,280,503.28</u>
FMA											
12/24/07	Open	31359MTF0	08-0003	FMA 3.75 09/15/08	7,917,210.48	0.00	0.00	0.00	0.00	0.00	7,919,112.43
					<u>7,917,210.48</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,919,112.43</u>
FMA Discount Note											
06/17/08	Open	313588S71	08-0011	FMA Discount Note	2,971,366.31	0.00	0.00	0.00	0.00	0.00	2,978,092.74
					<u>2,971,366.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,978,092.74</u>
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	72,565,072.45	-27,127,955.37	0.00	0.00	0.00	108,280.38	45,437,117.08
					<u>72,565,072.45</u>	<u>-27,127,955.37</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>108,280.38</u>	<u>45,437,117.08</u>
Money Market Total											
					<u>100,132.57</u>	<u>11,125,005.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,137.61</u>	<u>11,225,137.62</u>
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	100,132.57	11,125,005.04	0.00	0.00	0.00	0.00	11,225,137.62
					<u>100,132.57</u>	<u>11,125,005.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,225,137.62</u>
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	59,540,854.12	41,707,664.40	0.00	0.00	0.00	207,664.40	101,248,518.52
07/13/07	Open	Texas Term	AR-0013	State Pool	13,176,284.59	-3,128,228.92	0.00	0.00	0.00	21,771.18	10,048,055.77
					<u>72,717,138.71</u>	<u>38,579,435.58</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>229,435.58</u>	<u>111,296,574.29</u>
					<u>274,362,514.36</u>	<u>22,576,485.25</u>	<u>0.00</u>	<u>50,507,000.00</u>	<u>0.00</u>	<u>339,853.57</u>	<u>246,516,601.93</u>
Investment Total											

Interest Accrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
08/01/08 - 08/31/08

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val./Share	Ending Amort Val./Cost	Purchased Interest	Int./Div Rec In the Period	Int./Div Accrued In the Period	FD Purch Received	Int./Div Rec Purch/Date	Int./Div Accrued Purch/Date
FARMERS MAC DISCOUNT NOTE													
31335620	08-0010	FARMERS MAC DISCOUNT NOTE 0.00 09/16/08	06/11/08	Open	2.4296	10,000,000.00	9,990,044.18	0.00	0.00	0.00	0.00	0.00	0.00
31335634	08-0009	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	Open	2.2199	45,513,000.00	45,411,500.31	0.00	0.00	0.00	0.00	0.00	0.00
FARMERS MAC DISCOUNT NOTE Total													
FARMAC					2.2578	55,513,000.00	55,401,544.49	0.00	0.00	0.00	0.00	0.00	0.00
31344004	08-0004	FARMAC 3.625 09/15/08	12/24/07	Open	4.2102	2,079,000.00	2,078,520.00	0.00	0.00	6,346.58	20,704.33	37,681.88	34,814.78
FARMAC Total													
FAC					4.2102	2,079,000.00	2,078,520.00	0.00	0.00	6,346.58	20,704.33	37,681.88	34,814.78
31339658	08-0008-01	Freddie Mac Disc Note 0.00 08/04/08	04/03/08	08/04/08	2.1816	39,284,000.00	39,284,000.00	0.00	0.00	0.00	0.00	0.00	0.00
31339683	08-0007-01	Freddie Mac Disc Note 0.00 08/29/08	01/17/08	08/29/08	3.2657	11,223,000.00	11,223,000.00	0.00	0.00	0.00	0.00	0.00	0.00
31339653	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	Open	3.9212	10,390,000.00	10,280,503.28	0.00	0.00	0.00	0.00	0.00	0.00
FAC Discount Note Total													
FMA					3.3758	60,897,000.00	60,787,503.28	0.00	0.00	0.00	0.00	0.00	0.00
31359010	08-0003	FMA 3.75 09/15/08	12/24/07	Open	4.0440	7,920,000.00	7,919,112.43	0.00	0.00	24,750.00	81,675.00	148,500.00	136,950.00
FMA Total													
FMA					4.0440	7,920,000.00	7,919,112.43	0.00	0.00	24,750.00	81,675.00	148,500.00	136,950.00
31359871	08-0011	FMA Discount Note 0.00 12/10/08	06/17/08	Open	2.6370	3,000,000.00	2,978,092.74	0.00	0.00	0.00	0.00	0.00	0.00
FMA Discount Note Total													
Money Market					2.6370	3,000,000.00	2,978,092.74	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	Open	1.7833	45,437,117.08	45,437,117.08	0.00	108,280.38	0.00	0.00	7,641,348.51	0.00
Money Market Total													
Prosperity- Investment Account					1.7833	45,437,117.08	45,437,117.08	0.00	108,280.38	0.00	0.00	7,641,348.51	0.00
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	2.3236	11,225,137.62	11,225,137.62	0.00	2,137.61	0.00	0.00	1,230,580.41	0.00
Prosperity- Investment Account Total													
State Pool					2.3236	11,225,137.62	11,225,137.62	0.00	2,137.61	0.00	0.00	1,230,580.41	0.00
MIA	AR-0005	State Pool	06/05/02	Open	2.4772	101,246,518.52	101,246,518.52	0.00	207,664.40	0.00	0.00	6,174,192.98	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	2.3870	10,048,055.77	10,048,055.77	0.00	21,771.18	0.00	0.00	1,304,065.77	0.00
State Pool Total													
Investment Total					2.4693	111,296,574.29	111,296,574.29	0.00	229,435.58	0.00	0.00	7,478,258.75	0.00
											102,379.33	16,536,369.55	171,764.78

Premium/Discount Amortization

Ft. Bend County

Effective Interest - Actual Life Receipts in Period 08/01/08 - 08/31/08

Run Date: 10/14/08
Run Time: 14:28:10
Page 1 of 1

CUSIP	Invest Number	Security Description	Purchase Date	Maturity Date	Yield Earned	Beginning Par Val./Shares	Beginning Unamort. Val./Cost	Premium Discount	Ending Par Val./Shares	Ending Accr Val./Cost	Unamort. Prem/Disamt	Amortization In the Period	Amortization Purch./Date
FARMERS MAC DISCOUNT NOTE													
313156220	08-0010	FARMERS MAC DISCOUNT NOTE	06/17/08	09/16/08	2.4236	10,000,000.00	9,940,571.94	59,428.06	10,000,000.00	9,990,044.18	9,955.82	20,512.66	49,472.24
313156094	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	10/08/08	2.2199	45,513,000.00	44,999,613.36	513,386.64	45,513,000.00	45,411,500.31	101,499.69	84,865.99	411,886.95
FARMERS MAC DISCOUNT NOTE Total													
					<u>2.2578</u>	<u>55,513,000.00</u>	<u>54,940,185.30</u>	<u>572,814.70</u>	<u>55,513,000.00</u>	<u>55,401,544.49</u>	<u>111,485.51</u>	<u>105,378.67</u>	<u>461,359.19</u>
FHLMC													
31344004	08-0004	FHLMC 3.625 09/15/08	12/24/07	09/15/08	4.2102	2,079,000.00	2,069,794.11	9,205.89	2,079,000.00	2,078,520.00	480.00	1,062.96	8,725.89
FHMC Total													
					<u>4.2102</u>	<u>2,079,000.00</u>	<u>2,069,794.11</u>	<u>9,205.89</u>	<u>2,079,000.00</u>	<u>2,078,520.00</u>	<u>480.00</u>	<u>1,062.96</u>	<u>8,725.89</u>
FMC Discount Note													
313396A78	08-0008-01	Freddie Mac Disc Note	04/03/08	08/04/08	2.1816	39,384,000.00	38,999,318.67	384,681.33	39,384,000.00	39,284,000.00	0.00	7,089.99	284,681.33
313396D53	08-0007-01	Freddie Mac Disc Note	01/17/08	08/29/08	3.2657	11,223,000.00	10,999,942.88	223,057.12	11,223,000.00	11,223,000.00	0.00	28,046.52	223,057.12
313396S53	08-0002	Freddie Mac Disc Note	12/21/07	12/08/08	3.9212	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,280,503.28	109,496.72	34,395.89	280,702.64
FMC Discount Note Total													
					<u>3.3758</u>	<u>60,997,000.00</u>	<u>59,999,062.19</u>	<u>997,937.81</u>	<u>60,997,000.00</u>	<u>60,787,503.28</u>	<u>109,496.72</u>	<u>69,532.40</u>	<u>788,441.09</u>
FMA													
31359MT0	08-0003	FMA 3.75 09/15/08	12/24/07	09/15/08	4.0440	7,920,000.00	7,903,159.16	16,840.84	7,920,000.00	7,919,112.43	887.57	1,901.94	15,953.27
FMA Total													
					<u>4.0440</u>	<u>7,920,000.00</u>	<u>7,903,159.16</u>	<u>16,840.84</u>	<u>7,920,000.00</u>	<u>7,919,112.43</u>	<u>887.57</u>	<u>1,901.94</u>	<u>15,953.27</u>
FMA Discount Note													
313588S71	08-0011	FMA Discount Note	06/17/08	12/10/08	2.6370	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,978,092.74	21,907.26	6,726.43	15,918.07
FMA Discount Note Total													
					<u>2.6370</u>	<u>3,000,000.00</u>	<u>2,962,174.67</u>	<u>37,825.33</u>	<u>3,000,000.00</u>	<u>2,978,092.74</u>	<u>21,907.26</u>	<u>6,726.43</u>	<u>15,918.07</u>
Money Market													
Prosperity-Honey Market Accts.	AR-0009	Money Market	11/30/03	Open	1.7833	72,565,072.45	72,565,072.45	0.00	45,437,117.08	45,437,117.08	0.00	0.00	0.00
Money Market Total													
					<u>1.7833</u>	<u>72,565,072.45</u>	<u>72,565,072.45</u>	<u>0.00</u>	<u>45,437,117.08</u>	<u>45,437,117.08</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Prosperity-Investment Account													
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	Open	2.3236	100,132.57	100,132.57	0.00	11,225,137.62	11,225,137.62	0.00	0.00	0.00
Prosperity-Investment Account Total													
					<u>2.3236</u>	<u>100,132.57</u>	<u>100,132.57</u>	<u>0.00</u>	<u>11,225,137.62</u>	<u>11,225,137.62</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
State Pool													
MBIA	AR-0005	State Pool	06/05/02	Open	2.4772	59,540,854.12	59,540,854.12	0.00	101,248,518.52	101,248,518.52	0.00	0.00	0.00
Texas Term	AR-0013	State Pool	07/13/07	Open	2.3870	13,176,284.59	13,176,284.59	0.00	10,048,055.77	10,048,055.77	0.00	0.00	0.00
State Pool Total													
					<u>2.4683</u>	<u>72,717,138.71</u>	<u>72,717,138.71</u>	<u>0.00</u>	<u>111,296,574.29</u>	<u>111,296,574.29</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Investment Total													
					<u>2.3667</u>	<u>214,791,343.73</u>	<u>213,256,719.16</u>	<u>1,534,624.57</u>	<u>297,367,828.99</u>	<u>297,123,601.93</u>	<u>244,227.06</u>	<u>184,602.30</u>	<u>1,290,397.51</u>

Open Investments
 Ft. Bend County
 Effective Interest - Actual Life
 Receipts in Period
 08/31/08

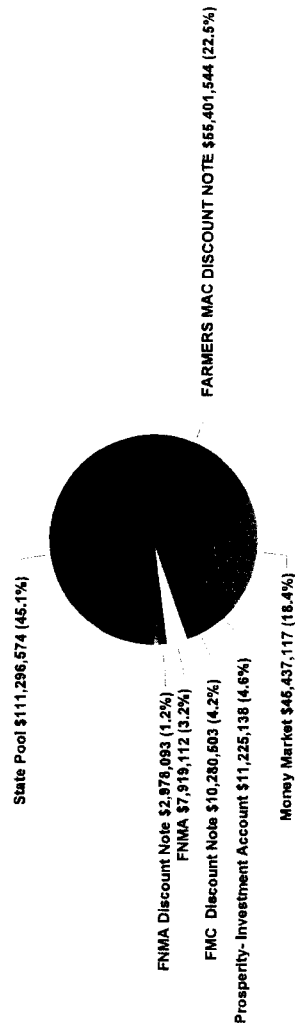
CRIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Maturity Date	Schedule	Interest Instmnt	Yield	Yield Basis	Original Price/Out	Original Per Val/Share	Original Price/Out	Original Per Val/Share	Corp From Discount	Unit Price	Bidding Per Val/Share	Bidding Accr Val/Out	Demarc From/To/amt
		FARMERS MAC DISCOUNT NOTE																	
	31335020	FARMERS MAC DISCOUNT NOTE 0.00 09/16/08		06/17/08	Open 2520	100	100	None	2.4250	2.4250	9,940,571.94	10,000,000.00	9,940,571.94	10,000,000.00	59,428.06	0.998004	10,000,000.00	9,990,044.18	9,935.82
	31335094	FARMERS MAC DISCOUNT NOTE 0.00 10/09/08		04/02/08	Open 1600	100	100	None	2.2207	2.2207	44,999,613.36	45,513,000.00	44,999,613.36	45,513,000.00	513,386.64	0.997770	45,513,000.00	45,411,500.21	101,499.69
		FARMERS MAC DISCOUNT NOTE Total							2.2577	2.2577	54,940,185.30	59,513,000.00	54,940,185.30	59,513,000.00	572,814.70	0.997942	59,461,944.49	59,461,944.49	111,495.51
		FMAC																	
	31344004	FMAC 3.625 09/15/08		12/24/07	Open 700	100	100	None	4.2448	4.2448	2,085,734.11	2,079,000.00	2,085,734.11	2,079,000.00	9,205.89	0.995769	2,079,000.00	2,078,520.00	480.00
		FMAC Total							4.2448	4.2448	2,085,734.11	2,079,000.00	2,085,734.11	2,079,000.00	9,205.89	0.995769	2,079,000.00	2,078,520.00	480.00
	31339653	Freddie Mac Disc Note 0.00 12/08/08		12/17/07	Open 2400	100	100	None	3.9962	3.9962	9,999,800.64	10,390,000.00	9,999,800.64	10,390,000.00	390,199.36	0.994161	10,390,000.00	10,290,503.28	109,496.72
		FMAC Total							3.9962	3.9962	9,999,800.64	10,390,000.00	9,999,800.64	10,390,000.00	390,199.36	0.994161	10,290,503.28	10,190,996.56	109,496.72
		FMA																	
	31359470	FMA 3.75 09/15/08		12/24/07	Open 700	100	100	None	4.0440	4.0440	1,903,159.16	1,920,000.00	1,903,159.16	1,920,000.00	16,840.84	0.998888	1,920,000.00	1,919,112.43	887.57
		FMA Total							4.0440	4.0440	1,903,159.16	1,920,000.00	1,903,159.16	1,920,000.00	16,840.84	0.998888	1,920,000.00	1,919,112.43	887.57
	31359871	FMA Discount Note							2.6482	2.6482	2,962,174.67	3,000,000.00	2,962,174.67	3,000,000.00	37,825.33	0.995998	3,000,000.00	2,978,092.74	21,907.26
		FMA Discount Note Total							2.6482	2.6482	2,962,174.67	3,000,000.00	2,962,174.67	3,000,000.00	37,825.33	0.995998	3,000,000.00	2,978,092.74	21,907.26
		Money Market																	
		Prosperity-Money Market Accts.							1.9500	1.9500	12,505,577.66	12,500,000.00	12,505,577.66	12,500,000.00	0.00	1.000000	12,500,000.00	12,487,117.08	0.00
		Money Market Total							1.9500	1.9500	12,505,577.66	12,500,000.00	12,505,577.66	12,500,000.00	0.00	1.000000	12,500,000.00	12,487,117.08	0.00
		Prosperity-Investment Account							2.1300	2.1300	50,000,000.00	50,000,000.00	50,000,000.00	50,000,000.00	0.00	1.000000	50,000,000.00	50,000,000.00	0.00
		Prosperity-Investment Account Total							2.1300	2.1300	50,000,000.00	50,000,000.00	50,000,000.00	50,000,000.00	0.00	1.000000	50,000,000.00	50,000,000.00	0.00
		State Pool																	
		State Pool							2.4800	2.4800	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	0.00	1.000000	5,000,000.00	5,000,000.00	0.00
		State Pool							2.3500	2.3500	60,000,000.00	60,000,000.00	60,000,000.00	60,000,000.00	0.00	1.000000	60,000,000.00	60,000,000.00	0.00
		State Pool Total							2.4719	2.4719	65,000,000.00	65,000,000.00	65,000,000.00	65,000,000.00	0.00	1.000000	65,000,000.00	65,000,000.00	0.00
		Investment Total							2.4449	2.4449	246,607,577.66	246,600,000.00	246,607,577.66	246,600,000.00	1,006,886.18	0.998911	246,600,000.00	246,606,661.93	244,271.06

Open Investments
Ft. Bend County
 Effective Interest - Actual Life
 Receipts in Period
 08/31/08

By Security

Open Investments \$246,616,602

- FARMERS MAC DISCOUNT NOTE \$55,401,544 (22.5%)
- FHLMC \$2,078,520 (0.8%)
- FMC Discount Note \$10,280,503 (4.2%)
- FNMA \$7,919,112 (3.2%)
- FNMA Discount Note \$2,978,093 (1.2%)
- Money Market \$45,437,117 (18.4%)
- Prosperity- Investment Account \$11,225,138 (4.6%)
- State Pool \$111,296,574 (45.1%)



AS PER ORIGINAL

FBC INVESTMENT TRAILING 12 MONTHS

Open Investments	FARMERS MAC DN	FMC	FHLB	FHLMC	FNMA	DISCOUNT NOTE	State Pool	Prosperity Money Market	Prosperity - Invst. Acct.
\$ 291,804,596	8/31/2007	\$ 43,703,580	\$ -	\$ -	\$ 9,983,827	\$ 53,114,173	\$ 117,777,240	\$ 66,205,245	\$ 1,020,530
\$ 277,915,692	9/30/2007	\$ 43,878,775	\$ -	\$ -	\$ 9,999,985	\$ 40,432,006	\$ 112,285,266	\$ 71,296,435	\$ 23,224
\$ 284,817,348	10/31/2007	\$ 31,307,480	\$ -	\$ -	\$ 10,016,143	\$ 30,300,454	\$ 109,770,609	\$ 80,389,329	\$ 23,033,332
\$ 252,223,800	11/30/2007	\$ 30,414,012	\$ -	\$ -	\$ 10,032,301	\$ 30,424,820	\$ 109,210,075	\$ 71,125,302	\$ 1,017,289
\$ 248,539,057	12/31/2007	\$ 40,547,670	\$ 15,014,502	\$ 2,070,046	\$ 17,952,088	\$ 30,554,409	\$ 77,608,562	\$ 63,841,416	\$ 950,364
\$ 319,362,198	1/31/2008	\$ 62,731,439	\$ 15,068,626	\$ 2,071,125	\$ 7,905,639	\$ 41,698,206	\$ 91,159,600	\$ 76,508,551	\$ 22,219,011
\$ 353,097,336	2/29/2008	\$ 62,936,496	\$ 15,119,613	\$ 2,072,197	\$ 7,907,650	\$ 11,043,895	\$ 179,001,587	\$ 74,976,274	\$ 39,624
\$ 342,718,656	3/31/2008	\$ 63,156,872	\$ 15,174,500	\$ 2,073,274	\$ 7,909,603	\$ 11,077,006	\$ 172,153,918	\$ 70,986,373	\$ 187,111
\$ 327,728,679	4/30/2008	\$ 71,420,813	\$ 15,227,996	\$ 2,074,303	\$ 7,911,505	\$ 11,109,239	\$ 110,348,085	\$ 64,556,400	\$ 4,632
\$ 311,681,089	5/31/2008	\$ 60,446,155	\$ 15,283,673	\$ 2,075,366	\$ 7,913,407	\$ 11,142,743	\$ 95,388,183	\$ 74,271,455	\$ 4
\$ 293,283,246	6/30/2008	\$ 60,579,607	\$ -	\$ 2,076,394	\$ 7,915,309	\$ 2,964,670	\$ 76,415,666	\$ 88,037,185	\$ 103,386
\$ 274,362,514	7/31/2008	\$ 60,717,971	\$ -	\$ 2,077,457	\$ 7,917,210	\$ 2,971,366	\$ 72,717,139	\$ 72,565,072	\$ 100,133
\$ 246,616,602	8/31/2008	\$ 10,280,503	\$ -	\$ 2,078,520	\$ 7,919,112	\$ 2,978,093	\$ 111,274,803	\$ 45,437,117	\$ 11,225,138

Sue Brock - August interest rate

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: "Ed Sturdivant" <sturdrob@co.fort-bend.tx.us>. "Sue Brock" <brocksue@co.fort-bend.tx.us>. "Patsy Schultz" <schulpat@co.fort-bend.tx.us>. "Debbie Gasser" <gassedeb@co.fort-bend.tx.us>
Date: 8/4/2008 8:32 AM
Subject: August interest rate

In accordance to the Depository bid, the variable interest rate for the month of August will reflect the change in the 91 day t-bill rate. The 91 day t-bill rate is 1.69% plus 0.26 Rate paid will be 1.95%. We will continue to pay the Texpool or Logic rate on the designated accounts. If either the texpool and/or logic rate falls below the contractual rate, the contractual rate will be paid.

Thank you,

Laura

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
Fax 281.269.7108
laura.turner@prosperitybanktx.com

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Texas CLASS Daily Rates August 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

<i>Date</i>	<i>Daily Rates</i>	<i>Annual Yield</i>
08/01/08	2.49%	2.52%
08/02/08	2.49%	2.52%
08/03/08	2.49%	2.52%
08/04/08	2.47%	2.50%
08/05/08	2.46%	2.49%
08/06/08	2.46%	2.50%
08/07/08	2.47%	2.50%
08/08/08	2.46%	2.49%
08/09/08	2.46%	2.49%
08/10/08	2.46%	2.49%
08/11/08	2.47%	2.50%
08/12/08	2.48%	2.51%
08/13/08	2.47%	2.51%
08/14/08	2.47%	2.50%
08/15/08	2.51%	2.54%
08/16/08	2.51%	2.54%
08/17/08	2.51%	2.54%
08/18/08	2.50%	2.53%
08/19/08	2.47%	2.50%
08/20/08	2.47%	2.50%
08/21/08	2.45%	2.48%
08/22/08	2.47%	2.51%
08/23/08	2.47%	2.51%
08/24/08	2.47%	2.51%
08/25/08	2.47%	2.50%
08/26/08	2.46%	2.49%
08/27/08	2.45%	2.48%
08/28/08	2.47%	2.50%
08/29/08	2.48%	2.52%
08/30/08	2.48%	2.52%
08/31/08	2.48%	2.52%
Average	2.48%	2.51%

Rates can vary over time. Past performance is no guarantee of future results.



Current Rates (1)

As of September 2, 2008

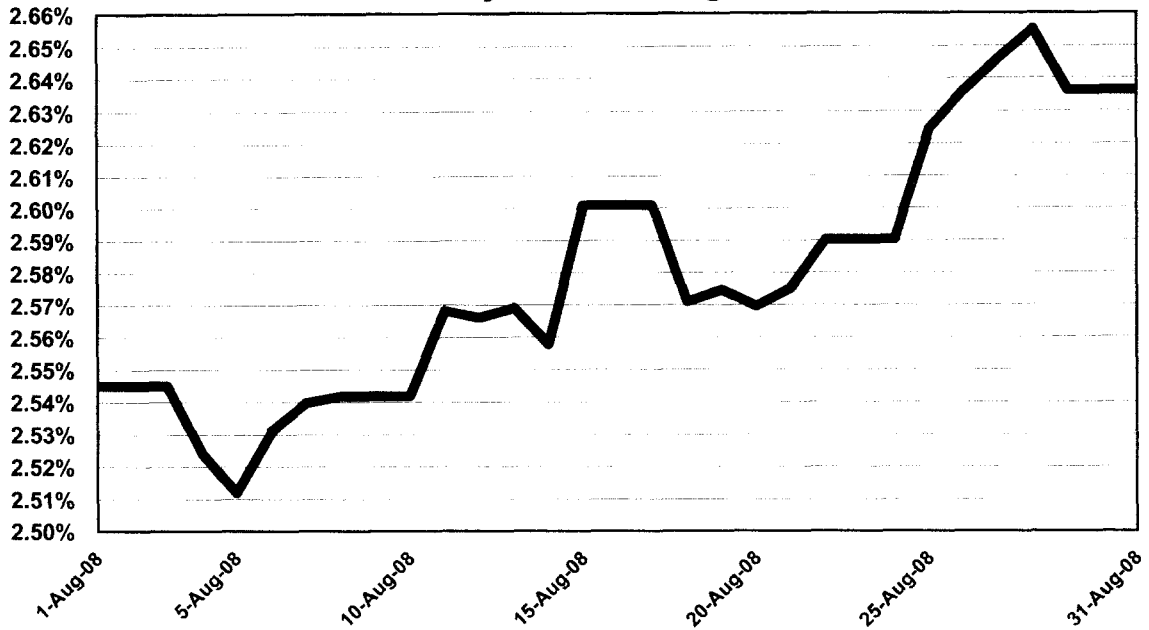
Current Yield	<u>2.41%</u>
One-Day Yield	<u>2.41%</u>
Allocation Factor	<u>0.000065775</u>

Historical Rates

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	2.39%
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	

LOGIC Daily Rates for August 2008

AS PER ORIGINAL



Daily Summary for August 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Aug-08	2.5451%	0.000069730	1,958,128,383.85	0.999764	39	72
2-Aug-08	2.5451%	0.000069730	1,958,128,383.85	0.999764	39	72
3-Aug-08	2.5451%	0.000069730	1,958,128,383.85	0.999764	39	72
4-Aug-08	2.5243%	0.000069160	1,970,683,556.33	0.999869	40	73
5-Aug-08	2.5120%	0.000068821	1,950,810,548.39	0.999868	42	75
6-Aug-08	2.5310%	0.000069342	1,933,027,131.16	0.999894	42	76
7-Aug-08	2.5398%	0.000069584	1,931,205,457.05	0.999892	42	76
8-Aug-08	2.5419%	0.000069641	1,934,095,471.81	0.999809	42	77
9-Aug-08	2.5419%	0.000069641	1,934,095,471.81	0.999809	42	77
10-Aug-08	2.5419%	0.000069641	1,934,095,471.81	0.999809	42	77
11-Aug-08	2.5682%	0.000070363	1,935,249,833.67	0.999894	41	76
12-Aug-08	2.5661%	0.000070303	1,921,808,885.06	0.999902	41	75
13-Aug-08	2.5691%	0.000070387	1,906,660,610.94	0.999895	41	76
14-Aug-08	2.5578%	0.000070078	2,017,222,019.73	0.999903	40	72
15-Aug-08	2.6009%	0.000071258	1,920,441,476.55	0.999782	40	75
16-Aug-08	2.6009%	0.000071258	1,920,441,476.55	0.999782	40	75
17-Aug-08	2.6009%	0.000071258	1,920,441,476.55	0.999782	40	75
18-Aug-08	2.5710%	0.000070439	1,910,993,837.86	0.999897	40	74
19-Aug-08	2.5746%	0.000070536	1,908,536,594.04	0.999875	41	75
20-Aug-08	2.5695%	0.000070397	1,891,905,678.71	0.999861	41	76
21-Aug-08	2.5752%	0.000070553	1,887,164,543.36	0.999848	41	76
22-Aug-08	2.5901%	0.000070963	1,870,495,083.17	0.999734	40	78
23-Aug-08	2.5901%	0.000070963	1,870,495,083.17	0.999734	40	78
24-Aug-08	2.5901%	0.000070963	1,870,495,083.17	0.999734	40	78
25-Aug-08	2.6244%	0.000071900	1,777,268,332.84	0.999827	42	79
26-Aug-08	2.6362%	0.000072224	1,751,714,100.29	0.999812	42	80
27-Aug-08	2.6460%	0.000072494	1,722,504,260.41	0.999817	42	82
28-Aug-08	2.6551%	0.000072743	1,719,456,736.35	0.999822	42	81
29-Aug-08	2.6362%	0.000072224	1,694,895,892.95	0.999684	39	79
30-Aug-08	2.6362%	0.000072224	1,694,895,892.95	0.999684	39	79
31-Aug-08	2.6362%	0.000072224	1,694,895,892.95	0.999684	39	79
Average	2.5795%	0.000070670	1,879,689,711.33		41	76

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

August 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	14,609,485.79	14,317,793.93	23,627,206.41	21,164.79	5,321,238.10
030/150	Juvenile Operations	6,110,464.38	35,513.81	693,192.78	9,669.73	5,462,455.14
105/155	Road & Bridge	124,947.62	3,147,818.87	2,168,996.74	595.36	1,104,365.11
115/160	Drainage District	27,605.65	1,101,213.97	886,926.94	289.07	242,181.75
117/165	Lateral Road	211,138.11	-	-	349.62	211,487.73
120/170	Statue Restoration	4,068.07	-	-	6.74	4,074.81
121/175	City Water Assistance	15,885.58	256.00	-	31.57	16,173.15
122/180	Emergency Heat Relief	174.13	-	174.34	0.21	-
123/185	Entex Contributions	1,672.23	-	-	3.29	1,675.52
124/190	H L & P Assistance	27,357.91	-	3,069.18	49.80	24,338.53
125/195	County Law Library	663,951.76	14,301.72	32,789.15	1,069.31	646,533.64
126/200	Law Enforcement Academy	525,662.10	4,747.56	2,849.05	872.32	528,432.93
129/210	Ambulance Paramedics	11,127.85	-	23.69	21.87	11,126.03
130/360	Law Enforcement Training	106,424.71	2.80	2,267.33	174.17	104,334.35
131/215	Library Donations	143,882.13	2,142.40	11,426.55	275.54	134,873.52
132/220	Mission W Park Pct. #3	53,742.12	-	53,806.95	64.83	-
133/225	FBC Asset Forfeiture-Task-State	844,432.07	2,807.72	6,451.59	1,394.96	842,183.16
134/230	DWI Video Fees	4,040.02	-	4,044.89	4.87	-
135/235	Probate Court Training	46,900.87	-	-	92.30	46,993.17
136/240	JP Technology Fund	511,537.20	-	-	847.04	512,384.24
137/245	Alert Program-Juvenile	26,923.06	-	55.00	44.55	26,912.61
141/255	D A Asset Forfeiture-Fed.	42.48	-	-	0.08	42.56
142/260	D A Bad Check Coll Fund	84,786.22	3,616.70	10,616.47	165.06	77,951.51
143/265	Gus George Memorial	7,109.65	-	-	13.99	7,123.64
144/270	Records Mgmt.Debt.Service	1,589,698.11	-	130,244.20	2,548.09	1,462,002.00

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

August 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
145/275	D A Special Fund Run	16,217.19	-	-	31.92	16,249.11
146/280	Co.Atty.Supplemental Salary	86,550.26	-	5,493.91	140.29	81,196.64
147/285	FBC Records Management	231,038.02	6,948.00	12,021.38	376.35	226,340.99
148/290	VIT Interest (Tax Coll)	2,274.73	-	-	4.48	2,279.21
149/295	Courthouse Security	529,329.85	2,823.18	52,340.51	847.57	480,660.09
150/300	FBC Elections	449,715.31	78,689.42	6,966.63	809.98	522,248.08
151/305	FBC Asset Forfe. Task-Fed.	28,519.48	-	-	47.22	28,566.70
153/310	Sheriff Ofc/Forfei.Assets-St.	245,289.91	2,984.00	7,000.00	403.75	241,677.66
154/315	Sheriff Ofc/Forfei.Assets-Fed.	69,442.19	-	2,984.00	112.92	66,571.11
156/320	Constable Pct. 2 F/A	11,574.26	-	-	19.17	11,593.43
157/325	Constable Forfeiture-Federal	126.71	-	-	0.21	126.92
158/330	Environmental Projects	165.88	-	-	0.33	166.21
159/335	DA Asset Forfeit.-State	135,008.13	-	2,982.61	221.72	132,247.24
160/340	Utility Assistance	67.31	-	67.39	0.08	-
162/345	UT Health Sci.Center Grnt.	91.52	-	91.63	0.11	-
163/350	FBC Gates Foundation Grant	1,295.93	-	-	2.15	1,298.08
164/355	FBC Co.Child Abuse Prev.	1,176.80	-	1.80	1.95	1,176.95
190/370	Katy Library Appropriations	1,236.73	-	1,238.22	1.49	-
200/700	Drainage Capital Improvement	16,992.48	-	-	28.14	17,020.62
201/702	Upper Oyster Creek	1,093,846.40	33,276.92	-	1,823.71	1,128,947.03
202/704	Capital Improvement	10,272.96	-	10,283.38	10.42	-
203/706	Clear Creek Fund	530,777.27	-	-	878.90	531,656.17
204/708	Lower Oyster Creek	1,397,680.89	-	-	2,314.38	1,399,995.27
205/710	County Big Creek	997,857.39	-	3,724.00	1,649.74	995,783.13
209/712	Fifth Street Project	9,052.77	-	9,061.96	9.19	-
210/714	Grand Mission Crossing	23,804.72	-	23,833.43	28.71	-

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

August 31, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
215/716	R & B Capital Project	0.90	-	0.90	-	-
220/800	Toll Road Authority	303,662.38	1,839,138.40	1,506,976.07	1,321.18	637,145.89
230/718	Mobility Projects	101,157.51	2,575,000.00	2,176,436.97	1,067.32	500,787.86
231/732	2007 Facilities Const. Bonds	10,397,650.91	4,008,381.66	13,977,087.29	3,527.59	432,472.87
250/720	Library Bldg. Improve.	69,338.20	-	69,421.84	83.64	-
254/722	Travis Building Renovation	10,669.39	-	10,680.21	10.82	-
270/730	Bates Park	12,811.29	-	12,826.74	15.45	-
410/810	Toll Road Operations	1,827,247.42	3,171,530.38	2,488,881.55	3,443.03	2,513,339.28
504/SOCO	FBC Sheriff Commissary	314,237.06	-	-	618.44	314,855.50
520/894	Bail Bond Securities	3,236.38	-	6.89	6.36	3,235.85
534/896	On Site Wastewater	2,124.81	1,416.00	2,036.81	3.72	1,507.72
540/898	Consolidated Court Cost	435,022.91	72,699.32	169,053.85	521.75	339,190.13
800/375	Temporary Emergency Rel.	31.03	-	31.07	0.04	-
801/380	Emergency Food & Shelter	153,668.76	-	78,357.27	194.32	75,505.81
805/390	Child Protective Service IV-E	185,670.61	-	5,594.51	302.38	180,378.48
813/400	CDBC 2001	37,673.07	160,878.30	160,545.47	66.40	38,072.30
826/402	Hope 3 Program Sales	65,596.78	-	5,728.39	103.79	59,972.18
860/410	Child Support IVD Reimb.	163,842.33	2,265.09	-	273.48	166,380.90
864/415	Local Law Enf. Block Grant	50,340.26	-	-	99.07	50,439.33
899/420	Grant Administration	13,102.58	2,905.00	-	29.29	16,036.87
960/440	Supervision	1,581,259.04	232,538.52	417,703.76	2,453.49	1,398,547.29
255/724	FBC Parkway	27,050.98	-	-	44.79	27,095.77
402/855	Workers Comp/Unem/Ins.	225,254.88	13,960.44	41,799.04	408.81	197,825.09
402/TRWC	FBC Tristar Worker's Comp.	42,979.98	-	78.67	71.09	42,972.40
127/205	FBC Surface Water Sup. Corp	7,352.44	-	-	12.17	7,364.61

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

August 31, 2008

FUND TREA	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	INTEREST	ENDING BALANCE
	FBC Treasurers Account	25,110.20	1,908,217.89	1,494,216.29	459.72	439,571.52
400/850M	Boon-Chapman Medical	630,456.49	2,000,000.00	1,625,257.38	1,621.96	1,006,821.07
400/850D	Boon-Chapman Dental	705,708.98	-	96,490.42	1,288.71	610,507.27
400/850	FBC Employee Benefits	8,187,522.77	269,731.61	2,267,391.79	12,172.10	6,202,034.69
400/882	FBC Boon-Chapman 125	33,821.99	45,006.11	24,412.84	76.78	54,492.04
504/884	FBC Fee Officer's Account	2,035,401.98	936,001.79	448,605.20	3,923.70	2,526,722.27
IHC	FBC Boon-Chapman IHC	205,923.26	499,850.78	281,810.60	461.71	424,425.15
AP	FBC Accounts Payable	44,160.31	-	1,113.12	71.51	43,118.70
PAY	FBC Payroll Account	11,142.52	-	20.50	18.43	11,140.45
912	JP Credit Card Processing	6,361.02	68,785.45	38,188.47	25.56	36,983.56
908	EMS Credit Card Processing	774.76	3,669.88	1,867.57	1.96	2,579.03
600/605	FBC Debt Service	12,742,202.28	110,358.79	8,679,984.67	23,558.80	4,196,135.20
264/726	Oyster Creek	131,321.34	-	-	217.45	131,538.79
265/728	Flood Control	131,717.74	109,285.22	167,955.12	189.53	73,237.37
	Total	72,565,072.45	36,786,557.63	64,022,793.38	108,280.38	45,437,117.08

Investment Report

Ft. Bend County

09/01/08 - 09/30/08

This report summarizes the investment position of Ft. Bend County for the period 09/01/08 to 09/30/08.

	08/31/08	09/30/08
Book Value	246,615,601.93	229,753,183.25
Market Value	246,577,655.11	229,829,214.95
Fair Value	246,560,828.99	228,853,872.47
Change in Market Value		(133,537.84)
Weighted Average Maturity (in Days)	14	6
Weighted Average Yield-to-Maturity of Portfolio	3.446%	2.3735%
Yield to Maturity of 30 Day T-Bill:	1.6200%	0.5850%
Accrued Interest:		17,786.57

This report is presented in accordance with the Texas Government Code Title 10, Section 2156.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Ft. Bend County is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Ft. Bend County.

Patricia J. Subbala

Interim Director of Finance & Investments

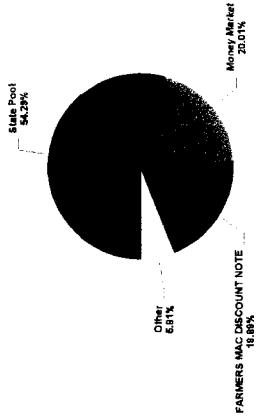
11/14/08

Investment Report

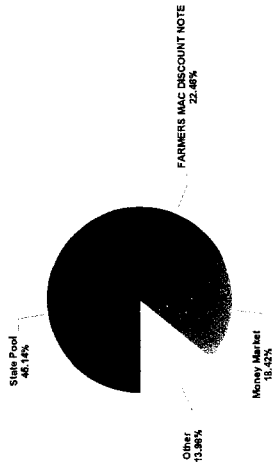
Ft. Bend County

09/01/08 - 09/30/08

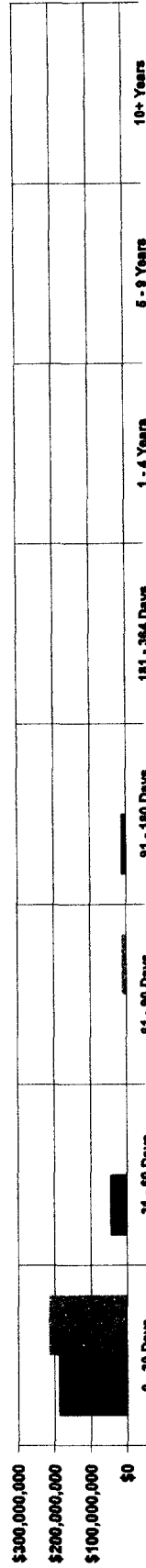
Portfolio Composition - 09/30/08



Portfolio Composition - 08/31/08

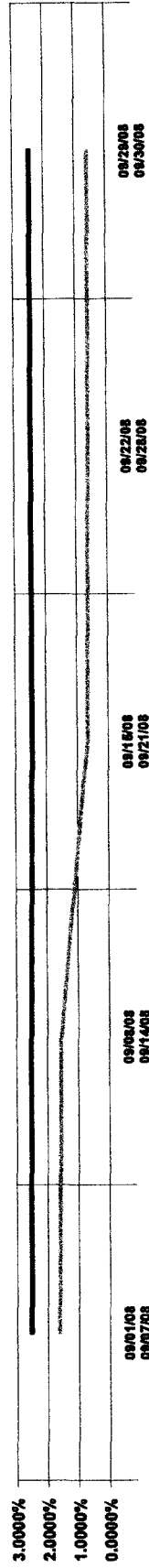


Maturity Aging - 08/31/08 vs 09/30/08



■ Previous Period ■ Current Period

Portfolio Performance - 09/01/08 to 09/30/08



— Portfolio 90 Day T-Bill

GASB 31 Compliance
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/01/08 - 09/30/08

3

CRIP	Invest Number	Security Description	Purchase Date	Valuation Date Method	Yield Record	Initial Price Basis	Fac Value in 09/01/08	Imported Value 09/01/08	Premiums	Fac Value in Period 09/30/08	Ending Proceeds	Fac Value in Period 09/30/08	Expected Value 09/30/08	Change in Fair Value	Unrealized	Net Investment Income
3133653	08-0002	Fredde Inc Disc Note	12/21/07	Open Acct Value	2.5142	0.893461	10,390,000.00	10,360,583.28	0.00	10,390,000.00	0.00	10,390,000.00	10,313,899.56	33,396.28	0.00	33,396.28
31336571	08-0011	FMA Discount Note	06/17/08	Open Acct Value	2.6488	0.932898	3,900,000.00	2,473,982.74	0.00	3,900,000.00	0.00	3,900,000.00	2,984,631.25	6,538.51	0.00	6,538.51
31336670	08-0003-01	FMA 3.75 09/15/08	12/24/07	09/15/08 Acct Value	4.0440	0.938888	3,820,000.00	1,319,112.45	0.00	3,820,000.00	0.00	3,820,000.00	0.00	88.57	11,559.00	12,437.57
31344094	08-0004-01	FMA 3.625 09/15/08	12/24/07	09/15/08 Acct Value	4.2022	0.939769	2,479,000.00	2,478,520.00	0.00	2,479,000.00	0.00	2,479,000.00	0.00	400.00	2,667.10	3,341.10
31336620	08-0018-01	FARMERS INC DISCOUNT NOTE	06/17/08	09/16/08 Acct Value	2.4371	0.939891	10,000,000.00	9,990,044.18	0.00	10,000,000.00	0.00	10,000,000.00	0.00	9,853.82	0.00	9,853.82
31336094	08-0009	FARMERS INC DISCOUNT NOTE	04/03/08	Open Acct Value	2.2239	0.937770	45,513,000.00	45,411,500.31	0.00	45,513,000.00	0.00	45,513,000.00	45,493,733.97	82,273.66	0.00	82,273.66
Property-Invest Acct	AP-0004	SRB - Investment Account	03/20/02	Open Fair Value	2.3242	1.000000	11,225,137.62	11,225,137.62	0.00	11,223,441.90	1,000,000.00	1,957.20	1,957.20	0.00	1,957.20	1,957.20
MBA	AP-0005	State Pool	06/05/02	Open Fair Value	2.4379	1.000000	101,240,530.52	101,240,530.52	0.00	-13,897,356.27	1,000,000.00	115,146,314.79	115,146,314.79	0.00	212,614.39	212,614.39
Prosperity-Honey Market Accts.	AP-0009	Honey Market	11/30/03	Open Fair Value	2.4273	1.000000	45,437,117.08	45,437,117.08	0.00	-37,389.11	1,000,000.00	45,484,506.19	45,484,506.19	0.00	90,418.37	90,418.37
Texas Perm	AP-0013	State Pool	07/13/07	Open Fair Value	2.3907	1.000000	30,080,053.77	30,080,053.77	0.00	1,000,000.00	1,000,000.00	31,080,053.77	31,080,053.77	0.00	17,786.57	17,786.57
Investment Total					2.4049	0.959811	246,889,830.99	246,636,601.93	0.00	31,996,956.59	0.959811	229,863,874.47	229,753,087.45	133,537.04	337,232.74	479,170.00

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/01/08 - 09/30/08

CUSIP	Security Description	Invest Number	Call Date	Purchase Date	Per Value On 09/01/08	Market Val On 09/01/08	Market Val On 09/30/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Accr Value On 09/01/08	Accr Value On 09/30/08
732 - 2007 Facilities Const. Bonds												
FARMERS MAC DISCOUNT NOTE												
31315K620	FARMERS MAC DISCOUNT NOTE	08-0010-01	Open	06/17/08	0.00	9,930,000.00	0.00	0.00	10,000,000.00	9,940,571.94	9,930,044.18	0.00
31315K684	FARMERS MAC DISCOUNT NOTE	08-0009	Open	04/03/08	45,513,000.00	45,509,448.70	45,509,448.70	0.00	0.00	44,999,613.36	45,111,500.31	45,493,719.97
	FARMERS MAC DISCOUNT NOTE Total				45,513,000.00	45,509,448.70	45,509,448.70	0.00	10,000,000.00	54,940,185.30	55,043,544.49	45,493,719.97
	Proprietary Investment Account											
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.06	359.82	359.82	0.00	0.00	0.00	0.06	359.82
	Proprietary Investment Account Total				0.06	359.82	359.82	0.00	0.00	0.00	0.06	359.82
State Pool												
	State Pool	AR-0005	Open	06/05/02	42,727,048.98	42,727,048.98	42,727,048.98	0.00	0.00	0.00	37,649,541.50	42,727,048.98
	Texas Term	AR-0013	Open	07/13/07	475,199.57	475,199.57	475,199.57	0.00	0.00	60,000,000.00	975,199.57	475,199.57
	State Pool Total				43,202,248.55	43,202,248.55	43,202,248.55	0.00	0.00	60,000,000.00	38,624,741.07	43,202,248.55
732 - 2007 Facilities Const. Bonds Total												
	710 - Big Creek				88,715,608.37	88,711,057.07	88,711,057.07	0.00	10,000,000.00	114,940,185.30	94,028,295.62	89,696,389.34
	Proprietary Investment Account											
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
710 - Big Creek Total												
	704 - Capital Improvement											
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704 - Capital Improvement Total												
390 - Child Protective Services												
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
390 - Child Protective Services Total												
706 - Clear Creek												
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
706 - Clear Creek Total												
295 - Courthouse Security												
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
295 - Courthouse Security Total												
605 - Debt Service												
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
605 - Debt Service Total												
160 - Drainage District												
	Proprietary Investment Account	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160 - Drainage District Total												
Proprietary Investment Account Total												
	Proprietary-Invest Acct	AR-0004	Open	03/20/02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Proprietary Investment Account Total				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
827.59												
827.59												

Portfolio Position
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/01/08 - 09/30/08

7

CRIP	Invest Number	Security Description	Purchase Date	Call Date	Prn Value On 09/01/08	Par Value On 09/30/08	Market Val On 09/01/08	Market Val On 09/30/08	Purchase Cost	Sales Proceeds	Original Price/Cost	Accr Value On 09/01/08	Accr Value On 09/30/08
Prosperity - Investment Account Total													
270 - Records Management Debt Service Total													
155 - Road and Bridge													
Prosperity - Investment Account													
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity - Investment Account Total													
State Pool													
	AR-0005	State Pool	06/05/02	Open	3,842,815.95	3,850,512.32	3,842,815.95	3,850,512.32	0.00	0.00	0.00	3,842,815.95	3,850,512.32
	AR-0013	State Pool	07/13/07	Open	10,419.55	10,419.55	10,419.55	10,419.55	0.00	0.00	0.00	10,419.55	10,419.55
State Pool Total													
					<u>3,853,235.50</u>	<u>3,860,931.87</u>	<u>3,853,235.50</u>	<u>3,860,931.87</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,853,235.50</u>	<u>3,860,931.87</u>
155 - Road and Bridge Total													
800 - Toll Road Authority													
Prosperity - Investment Account													
	AR-0004	SNB - Investment Account	03/20/02	Open	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.01	0.01
Prosperity - Investment Account Total													
State Pool													
	AR-0005	State Pool	06/05/02	Open	1,503,106.66	1,506,117.07	1,503,106.66	1,506,117.07	0.00	0.00	0.00	1,503,106.66	1,506,117.07
State Pool Total													
					<u>1,503,106.66</u>	<u>1,506,117.07</u>	<u>1,503,106.66</u>	<u>1,506,117.07</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,503,106.66</u>	<u>1,506,117.07</u>
800 - Toll Road Authority Total													
702 - Upper Oyster Creek													
Prosperity - Investment Account													
	AR-0004	SNB - Investment Account	03/20/02	Open	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prosperity - Investment Account Total													
702 - Upper Oyster Creek Total													
Combined Port													
FARMERS MAC DISCOUNT NOTE													
	08-0010-01	FARMERS MAC DISCOUNT NOTE	06/17/08	Open	10,000,000.00	0.00	9,992,000.00	0.00	0.00	10,000,000.00	9,940,571.94	9,990,044.18	0.00
	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	Open	45,513,000.00	45,513,000.00	45,403,588.80	45,508,488.70	0.00	0.00	44,999,613.36	45,411,500.31	45,493,179.97
FARMERS MAC DISCOUNT NOTE Total													
					<u>55,513,000.00</u>	<u>45,513,000.00</u>	<u>55,395,768.80</u>	<u>45,508,488.70</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>54,940,185.30</u>	<u>55,401,544.49</u>	<u>45,493,179.97</u>
FHMC													
	08-0004-01	FHMC 3.625 09/15/08	12/24/07	Open	2,079,000.00	0.00	2,079,644.49	0.00	0.00	2,079,000.00	2,069,794.11	2,078,520.00	0.00
FHMC Total													
					<u>2,079,000.00</u>	<u>0.00</u>	<u>2,079,644.49</u>	<u>0.00</u>	<u>0.00</u>	<u>2,079,000.00</u>	<u>2,069,794.11</u>	<u>2,078,520.00</u>	<u>0.00</u>
FMC Discount Note													
	08-0002	Freddie Mac Disc Note	12/21/07	Open	10,390,000.00	10,390,000.00	10,342,557.63	10,374,593.28	0.00	0.00	9,999,800.64	10,280,503.28	10,313,899.56
FMC Discount Note Total													
					<u>10,390,000.00</u>	<u>10,390,000.00</u>	<u>10,342,557.63</u>	<u>10,374,593.28</u>	<u>0.00</u>	<u>0.00</u>	<u>9,999,800.64</u>	<u>10,280,503.28</u>	<u>10,313,899.56</u>
FMA													
	08-0003-01	FMA 3.75 09/15/08	12/24/07	Open	7,920,000.00	0.00	7,922,455.20	0.00	0.00	7,920,000.00	7,903,159.16	7,919,112.43	0.00
FMA Total													
					<u>7,920,000.00</u>	<u>0.00</u>	<u>7,922,455.20</u>	<u>0.00</u>	<u>0.00</u>	<u>7,920,000.00</u>	<u>7,903,159.16</u>	<u>7,919,112.43</u>	<u>0.00</u>
FMA Discount Note													
	08-0011	FMA Discount Note	06/17/08	Open	3,000,000.00	3,000,000.00	2,985,300.00	2,985,300.00	0.00	0.00	2,962,174.67	2,978,092.74	2,964,631.25
FMA Discount Note Total													
					<u>3,000,000.00</u>	<u>3,000,000.00</u>	<u>2,985,300.00</u>	<u>2,985,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,962,174.67</u>	<u>2,978,092.74</u>	<u>2,964,631.25</u>
Money Market													
	AR-0009	Money Market	11/30/02	Open	45,437,117.08	45,764,506.19	45,437,117.08	45,764,506.19	0.00	0.00	12,505,577.66	45,437,117.08	45,764,506.19
Prosperity - Money Market Accts.													
Money Market Total													
					<u>45,437,117.08</u>	<u>45,764,506.19</u>	<u>45,437,117.08</u>	<u>45,764,506.19</u>	<u>0.00</u>	<u>0.00</u>	<u>12,505,577.66</u>	<u>45,437,117.08</u>	<u>45,764,506.19</u>
Prosperity - Investment Account													
	AR-0004	SNB - Investment Account	03/20/02	Open	11,225,137.62	1,995.72	11,225,137.62	1,995.72	0.00	0.00	50,000,000.00	11,225,137.62	1,995.72
Prosperity - Investment Account Total													
					<u>11,225,137.62</u>	<u>1,995.72</u>	<u>11,225,137.62</u>	<u>1,995.72</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000,000.00</u>	<u>11,225,137.62</u>	<u>1,995.72</u>

Earnings and Yields Summary

Ft. Bend County

Effective Interest - Actual Life Receipts in Period 09/01/08 - 09/30/08

9

Security Description	09/01/08 09/07/08	09/08/08 09/14/08	09/15/08 09/21/08	09/22/08 09/28/08	09/29/08 09/30/08	09/01/08 09/30/08
Combined Port						
FARMERS MAC D	23,828.84	23,841.28	19,865.82	19,209.59	5,489.95	92,235.48
FHLMC	1,673.55	1,673.55	0.00	0.00	0.00	3,347.10
FMC Discount	7,782.78	7,788.68	7,794.56	7,800.47	2,229.79	33,396.28
FNMA	6,218.78	6,218.79	0.00	0.00	0.00	12,437.57
FNMA Discount	1,523.09	1,524.65	1,526.21	1,527.77	436.79	6,538.51
Money Market	21,086.70	21,086.71	21,086.71	21,086.71	6,071.54	90,418.37
Prosperity- I	754.56	0.26	1,240.89	0.00	0.00	1,995.71
State Pool	52,062.92	48,866.58	55,510.76	57,514.09	16,446.71	230,401.06
Port Total	114,931.22	111,000.50	107,024.95	107,138.63	30,674.78	470,770.08
Combined Port						
FARMERS MAC D	2.2610	2.2622	2.2309	2.2252	2.2258	2.2451
FHLMC	4.2102	4.2102	0.0000	0.0000	0.0000	4.2102
FMC Discount	3.9293	3.9323	3.9353	3.9382	3.9402	3.9342
FNMA	4.0440	4.0440	0.0000	0.0000	0.0000	4.0440
FNMA Discount	2.6443	2.6471	2.6498	2.6525	2.6542	2.6488
Money Market	2.4265	2.4265	2.4265	2.4265	2.4390	2.4273
Prosperity- I	2.4575	2.2500	2.2500	0.0005	0.0001	2.3242
State Pool	2.4616	2.4249	2.4254	2.4255	2.4255	2.4334
Port Total	2.5440	2.5300	2.4552	2.4578	2.4605	2.4948

Maturity Aging
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/30/08

10

CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
0 - 30 Days					
31315KJ84	08-0009	FARMERS MAC DISCOUNT NOTE 0.00 10/08/08	04/03/08	8	2.2207
MBIA	AR-0005	State Pool	06/05/02	1	2.4400
Prosperity-Invest Acct	AR-0004	SNB - Investment Account	03/20/02	1	1.9500
Prosperity-Money Market Accts.	AR-0009	Money Market	11/30/03	1	1.9700
Texas Term	AR-0013	State Pool	07/13/07	<u>1</u>	<u>2.3800</u>
0 - 30 Days Total				<u>2</u>	<u>2.2916</u>
61 - 90 Days					
313396S53	08-0002	Freddie Mac Disc Note 0.00 12/08/08	12/21/07	69	3.9962
313588S71	08-0011	FNMA Discount Note 0.00 12/10/08	06/17/08	<u>71</u>	<u>2.6482</u>
61 - 90 Days Total				<u>69</u>	<u>3.6925</u>
Investment Total				<u>6</u>	<u>2.3736</u>

Activity Statement
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/01/08 - 09/30/08

Purchase Date	Sale Date	CRIF	Invest Number	Security Description	Amor Value On 09/01/08	Changes In Principal	Purchase Cost	Sales Proceeds	Purchased Interest	Int/Div Rec In the Perd	Amor Value On 09/30/08
FARMERS MAC DISCOUNT NOTES											
04/03/08	Open	31315K084	08-0009	FARMERS MAC DISCOUNT NOTE 0.00	45,411,500.31	0.00	0.00	0.00	0.00	0.00	45,493,779.97
06/17/08	09/16/08	31315K020	08-0010-01	FARMERS MAC DISCOUNT NOTE 0.00	9,990,044.18	0.00	0.00	10,000,000.00	0.00	0.00	0.00
FARMERS MAC DISCOUNT NOTES Total					<u>55,401,544.49</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,493,779.97</u>
FPLMC											
12/24/07	09/15/08	3134840D4	08-0004-01	FPLMC 3.625 09/15/08	2,078,520.00	0.00	0.00	2,079,000.00	0.00	37,681.88	0.00
FPLMC Total					<u>2,078,520.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,079,000.00</u>	<u>0.00</u>	<u>37,681.88</u>	<u>0.00</u>
FMC Discount Note											
12/21/07	Open	313396853	08-0002	Freddie Mac Disc Note 0.00	10,280,503.28	0.00	0.00	0.00	0.00	0.00	10,313,899.56
FMC Discount Note Total					<u>10,280,503.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,313,899.56</u>
FMA											
12/24/07	09/15/08	31359RTF0	08-0003-01	FMA 3.75 09/15/08	7,919,112.43	0.00	0.00	7,920,000.00	0.00	148,500.00	0.00
FMA Total					<u>7,919,112.43</u>	<u>0.00</u>	<u>0.00</u>	<u>7,920,000.00</u>	<u>0.00</u>	<u>148,500.00</u>	<u>0.00</u>
FMA Discount Note											
06/17/08	Open	313588871	08-0011	FMA Discount Note 0.00	2,978,092.74	0.00	0.00	0.00	0.00	0.00	2,984,631.25
FMA Discount Note Total					<u>2,978,092.74</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,984,631.25</u>
Money Market											
11/30/03	Open	Prosperity-Money Market Accts.	AR-0009	Money Market	45,437,117.08	327,389.11	0.00	0.00	0.00	90,418.37	45,764,506.19
Money Market Total					<u>45,437,117.08</u>	<u>327,389.11</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>90,418.37</u>	<u>45,764,506.19</u>
Prosperity- Investment Account											
03/20/02	Open	Prosperity-Invest Acct	AR-0004	SNB - Investment Account	11,225,137.62	-11,223,141.90	0.00	0.00	0.00	1,995.71	1,995.72
Prosperity- Investment Account Total					<u>11,225,137.62</u>	<u>-11,223,141.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,995.71</u>	<u>1,995.72</u>
State Pool											
06/05/02	Open	MBIA	AR-0005	State Pool	101,248,518.52	13,897,796.27	0.00	0.00	0.00	212,614.39	115,146,314.79
07/13/07	Open	Texas Term	AR-0013	State Pool	10,048,055.77	-1,000,000.00	0.00	0.00	0.00	0.00	9,048,055.77
State Pool Total					<u>111,296,574.29</u>	<u>12,897,796.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>212,614.39</u>	<u>124,194,370.56</u>
Investment Total					<u>246,616,601.93</u>	<u>2,092,043.48</u>	<u>0.00</u>	<u>19,999,000.00</u>	<u>0.00</u>	<u>491,210.35</u>	<u>228,753,183.25</u>

Interest Accrual
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/01/08 - 09/30/08

13

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Yield Earned	Ending Par Val/Share	Ending Amort Val./Cost	Purchased Interest	Int/Div Rec In the Period	Int/Div Accrued In the Period	PD Purch Received	Int/Div Rec Purch/Date	Int/Div Accrued Purch/Date
FARMERS MAC DISCOUNT NOTE													
31315620	08-0010-01	FARMERS MAC DISCOUNT NOTE	06/17/08	09/16/08	2.4371	10,000,000.00	10,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00
31315624	08-0009	FARMERS MAC DISCOUNT NOTE	04/03/08	Open	2.2239	45,493,779.97	45,493,779.97	0.00	0.00	0.00	0.00	0.00	0.00
					<u>2.2451</u>	<u>55,493,779.97</u>	<u>55,493,779.97</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
FARMERS MAC DISCOUNT NOTE Total													
FEDAC													
31340404	08-0004-01	FEDAC 3.625 09/15/08	12/24/07	09/15/08	4.2102	2,079,000.00	2,079,000.00	0.00	37,681.88	0.00	20,704.32	5,363.75	0.00
					<u>4.2102</u>	<u>2,079,000.00</u>	<u>2,079,000.00</u>	<u>0.00</u>	<u>37,681.88</u>	<u>0.00</u>	<u>20,704.32</u>	<u>5,363.75</u>	<u>0.00</u>
FIC Discount Note													
31339653	08-0002	Freddie Mac Disc Note	12/21/07	Open	3.9342	10,330,000.00	10,313,899.56	0.00	0.00	0.00	0.00	0.00	0.00
					<u>3.9342</u>	<u>10,330,000.00</u>	<u>10,313,899.56</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
FIC Discount Note Total													
FMA													
31359470	08-0003-01	FMA 3.75 09/15/08	12/24/07	09/15/08	4.0440	7,920,000.00	7,920,000.00	0.00	148,500.00	0.00	81,675.00	297,000.00	0.00
					<u>4.0440</u>	<u>7,920,000.00</u>	<u>7,920,000.00</u>	<u>0.00</u>	<u>148,500.00</u>	<u>0.00</u>	<u>81,675.00</u>	<u>297,000.00</u>	<u>0.00</u>
FMA Total													
FMA Discount Note													
31359871	08-0011	FMA Discount Note	06/17/08	Open	2.6488	3,000,000.00	2,984,631.25	0.00	0.00	0.00	0.00	0.00	0.00
					<u>2.6488</u>	<u>3,000,000.00</u>	<u>2,984,631.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
FMA Discount Note Total													
Money Market													
	AR-0009	Money Market	11/30/03	Open	2.4273	45,764,506.19	45,764,506.19	0.00	90,418.37	0.00	0.00	7,731,766.88	0.00
					<u>2.4273</u>	<u>45,764,506.19</u>	<u>45,764,506.19</u>	<u>0.00</u>	<u>90,418.37</u>	<u>0.00</u>	<u>0.00</u>	<u>7,731,766.88</u>	<u>0.00</u>
Money Market Total													
Proprietary Investment Account													
	AR-0004	Proprietary-Invest Acct	03/20/02	Open	2.3242	1,995.72	1,995.72	0.00	1,995.71	0.00	0.00	1,232,576.12	0.00
					<u>2.3242</u>	<u>1,995.72</u>	<u>1,995.72</u>	<u>0.00</u>	<u>1,995.71</u>	<u>0.00</u>	<u>0.00</u>	<u>1,232,576.12</u>	<u>0.00</u>
Proprietary Investment Account Total													
State Pool													
	AR-0005	State Pool	06/05/02	Open	2.4379	115,146,314.79	115,146,314.79	0.00	212,614.39	0.00	0.00	6,386,807.37	0.00
	AR-0013	State Pool	07/13/07	Open	2.3807	9,046,055.77	9,046,055.77	0.00	0.00	17,786.67	0.00	1,304,065.77	17,786.67
					<u>2.4334</u>	<u>124,194,370.56</u>	<u>124,194,370.56</u>	<u>0.00</u>	<u>212,614.39</u>	<u>17,786.67</u>	<u>0.00</u>	<u>7,690,873.14</u>	<u>17,786.67</u>
					<u>2.4348</u>	<u>249,862,872.47</u>	<u>249,862,872.47</u>	<u>0.00</u>	<u>491,210.35</u>	<u>17,786.67</u>	<u>102,379.33</u>	<u>17,027,579.89</u>	<u>17,786.67</u>
Investment Total													

Premium/Discount Amortization

Ft. Bend County

Effective Interest - Actual Life Receipts In Period 09/01/08 - 09/30/08

14

CUSIP	Invest Number	Security Description	Amortiz Date	Purchase Date	Amortiz Date	Yield Earned	Beginning Par Val/Share	Beginning Unamor Val./Cost	Premium Discount	Ending Par Val/Share	Ending Amor Val./Cost	Ending Par Val/Share	Unamor Prem/Decmt	Amortization In the Perd	Amortization Purch/Date
FARMERS MAC DISCOUNT NOTE															
31315K620	08-0010-01	FARMERS MAC DISCOUNT NOTE	09/16/08	06/11/08	09/16/08	2.4371	10,000,000.00	9,940,571.94	59,428.06	10,000,000.00	10,000,000.00	10,000,000.00	0.00	9,955.82	59,428.06
31315K634	08-0009	FARMERS MAC DISCOUNT NOTE	10/08/08	04/03/08	10/08/08	2.2239	45,513,000.00	44,999,613.36	513,386.64	45,513,000.00	45,493,719.97	45,513,000.00	19,220.03	92,279.66	494,166.61
						<u>2.4451</u>	<u>54,940,000.00</u>	<u>54,940,185.30</u>	<u>572,814.70</u>	<u>54,940,000.00</u>	<u>54,939,779.97</u>	<u>54,940,000.00</u>	<u>19,220.03</u>	<u>92,235.48</u>	<u>553,594.67</u>
FARMERS MAC DISCOUNT NOTE Total															
FEDAC															
31344A004	08-0004-01	FEDAC 3.625	09/15/08	12/24/07	09/15/08	4.2102	2,079,000.00	2,069,794.11	9,205.89	2,079,000.00	2,079,000.00	2,079,000.00	0.00	480.00	9,205.89
						<u>4.2102</u>	<u>2,079,000.00</u>	<u>2,069,794.11</u>	<u>9,205.89</u>	<u>2,079,000.00</u>	<u>2,079,000.00</u>	<u>2,079,000.00</u>	<u>0.00</u>	<u>480.00</u>	<u>9,205.89</u>
FMC Discount Note															
313396853	08-0002	Freddie Mac Disc Note	12/08/08	12/21/07	12/08/08	3.9342	10,390,000.00	9,999,800.64	390,199.36	10,390,000.00	10,313,899.56	10,390,000.00	76,100.44	33,396.28	314,098.92
						<u>3.9342</u>	<u>10,390,000.00</u>	<u>9,999,800.64</u>	<u>390,199.36</u>	<u>10,390,000.00</u>	<u>10,313,899.56</u>	<u>10,390,000.00</u>	<u>76,100.44</u>	<u>33,396.28</u>	<u>314,098.92</u>
FMA															
3135907F0	08-0003-01	FMA 3.75	09/15/08	12/24/07	09/15/08	4.0440	7,920,000.00	7,903,159.16	16,840.84	7,920,000.00	7,920,000.00	7,920,000.00	0.00	887.57	16,840.84
						<u>4.0440</u>	<u>7,920,000.00</u>	<u>7,903,159.16</u>	<u>16,840.84</u>	<u>7,920,000.00</u>	<u>7,920,000.00</u>	<u>7,920,000.00</u>	<u>0.00</u>	<u>887.57</u>	<u>16,840.84</u>
FMA Discount Note															
313588871	08-0011	FMA Discount Note	12/10/08	06/11/08	12/10/08	2.6188	3,000,000.00	2,962,174.67	37,825.33	3,000,000.00	2,984,631.25	3,000,000.00	15,368.75	6,538.51	22,456.58
						<u>2.6188</u>	<u>3,000,000.00</u>	<u>2,962,174.67</u>	<u>37,825.33</u>	<u>3,000,000.00</u>	<u>2,984,631.25</u>	<u>3,000,000.00</u>	<u>15,368.75</u>	<u>6,538.51</u>	<u>22,456.58</u>
FMA Discount Note Total															
Money Market															
Prosperity-Honey Market Accts.															
	AR-0009	Money Market	Open	11/30/03	Open	2.4273	45,437,117.08	45,437,117.08	0.00	45,764,506.19	45,764,506.19	45,764,506.19	0.00	0.00	0.00
						<u>2.4273</u>	<u>45,437,117.08</u>	<u>45,437,117.08</u>	<u>0.00</u>	<u>45,764,506.19</u>	<u>45,764,506.19</u>	<u>45,764,506.19</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Prosperity- Investment Account															
Prosperity-Invest Acct															
	AR-0004	SNB - Investment Account	Open	03/20/02	Open	2.3242	11,225,137.62	11,225,137.62	0.00	11,995.72	1,995.72	1,995.72	0.00	0.00	0.00
						<u>2.3242</u>	<u>11,225,137.62</u>	<u>11,225,137.62</u>	<u>0.00</u>	<u>1,995.72</u>	<u>1,995.72</u>	<u>1,995.72</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Prosperity- Investment Account Total															
State Pool															
MIFA															
	AR-0005	State Pool	Open	06/05/02	Open	2.4379	101,248,518.52	101,248,518.52	0.00	115,146,314.79	115,146,314.79	115,146,314.79	0.00	0.00	0.00
	AR-0013	State Pool	Open	07/13/07	Open	2.3907	10,048,055.77	10,048,055.77	0.00	9,048,055.77	9,048,055.77	9,048,055.77	0.00	0.00	0.00
						<u>2.4334</u>	<u>111,296,574.29</u>	<u>111,296,574.29</u>	<u>0.00</u>	<u>124,194,370.56</u>	<u>124,194,370.56</u>	<u>124,194,370.56</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
						<u>2.4348</u>	<u>246,809,829.99</u>	<u>245,933,942.87</u>	<u>1,026,886.12</u>	<u>248,862,872.47</u>	<u>248,752,183.25</u>	<u>248,862,872.47</u>	<u>110,689.22</u>	<u>133,537.84</u>	<u>916,196.90</u>
State Pool Total															
Investment Total															

Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/30/08

OSIP	Invest Number	Security Description	Invest Class	Purchase Date	Call Date	Purchase Rate	Substep Interest	Amort Interest	Yield Measure	Yield Call	Original Par Val/Share	Original Price/Cost	Orig Trm Discamt	Ending Dist Price	Ending Par Val/Share	Ending Accr Val/Cost	Unrecr
	08-009	FARMERS INC DISCOUNT NOTE 0.00	10/08/08	04/02/08	Open 1600	100	None	None	2.2207	2.2207	44,999,613.36	44,999,613.36	513,386.64	0.999578	45,513,000.00	45,993,779.97	19,720.03
	08-002	Freddie Mac Disc Note 0.00	12/08/08	12/21/07	Open 2400	100	None	None	3.9962	3.9962	9,999,800.64	9,999,800.64	390,199.36	0.999576	10,390,000.00	10,313,899.56	76,100.44
	08-011	FMA Discount Note 0.00	12/10/08	06/17/08	Open 2520	100	None	None	2.6482	2.6482	2,962,174.67	2,962,174.67	27,825.33	0.994877	3,000,000.00	2,984,631.25	15,368.75
	AR-009	Money Market		11/30/02	Open 100	100	100	100	1.9700	1.9700	12,965,577.66	12,965,577.66	0.00	1.000000	45,764,506.19	45,764,506.19	0.00
	AR-004	SB - Investment Account		03/20/02	Open 100	100	100	100	1.9500	1.9500	50,000,000.00	50,000,000.00	0.00	1.000000	1,995.72	1,995.72	0.00
	AR-005	State Pool		06/05/02	Open 2000	2000	2000	2000	2.4400	2.4400	5,000,000.00	5,000,000.00	0.00	1.000000	115,146,314.79	115,146,314.79	0.00
	AR-013	State Pool		07/13/07	Open 2005	2005	2005	2005	2.3800	2.3800	60,000,000.00	60,000,000.00	0.00	1.000000	9,049,055.77	9,049,055.77	0.00
		State Pool Total							2.4356	2.4356	65,000,000.00	65,000,000.00	0.00	1.000000	124,194,370.56	124,194,370.56	0.00
		Investment Total							2.3736	2.3736	186,467,577.66	186,467,577.66	941,411.33	0.999516	220,863,872.47	220,753,983.25	110,609.22

FARMERS INC DISCOUNT NOTE

31338081

FARMERS INC DISCOUNT NOTE Total

INC Discount Note

31339653

INC Discount Note Total

FMA Discount Note

31339871

FMA Discount Note Total

Money Market

Prosperity-Money Market Acct.

Money Market Total

Prosperity- Investment Account

Prosperity-Invest Acct

Prosperity- Investment Account Total

State Pool

HEIA

Texas Tem

State Pool Total

Investment Total

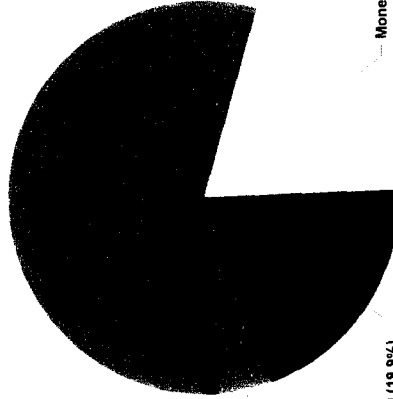
Open Investments
Ft. Bend County
Effective Interest - Actual Life
Receipts in Period
09/30/08

16

By Security

Open Investments \$228,753,183

State Pool \$124,194,371 (54.3%)



FNMMA Discount Note \$2,984,631 (1.3%)

FMC Discount Note \$10,313,900 (4.5%)

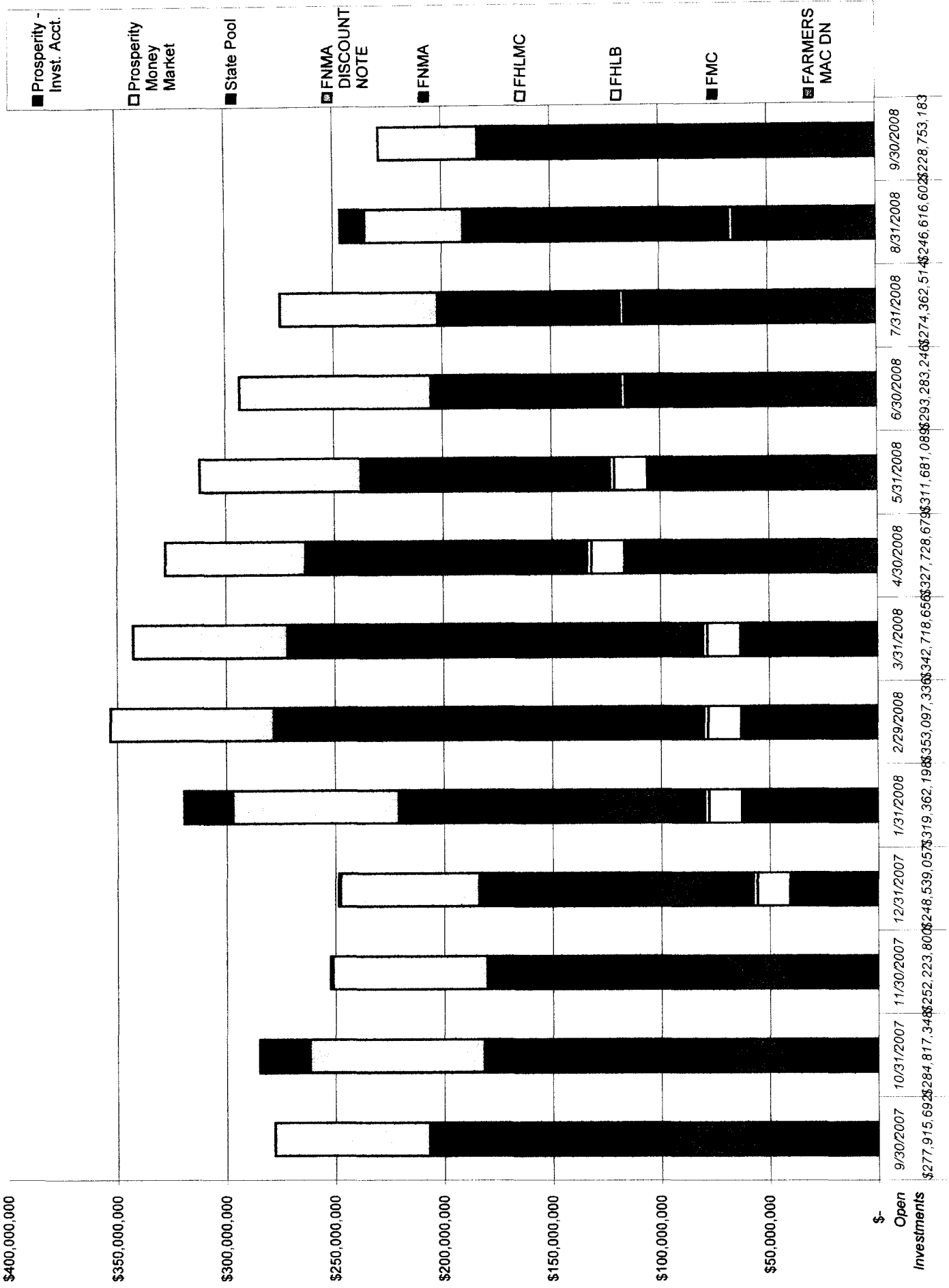
FARMERS MAC DISCOUNT NOTE \$45,493,780 (19.9%)

Money Market \$45,764,506 (20.0%)

- FARMERS MAC DISCOUNT NOTE \$45,493,780 (19.9%)
- FMC Discount Note \$10,313,900 (4.5%)
- FNMMA Discount Note \$2,984,631 (1.3%)
- Money Market \$45,764,506 (20.0%)
- Prosperity- Investment Account \$1,996 (0.0%)
- State Pool \$124,194,371 (54.3%)

AS PER ORIGINAL

FBC Investments Trailing 12 mos.



\$-
Open
Investments

Sue Brock - September interest rate

From: "Laura Turner (111)" <laura.turner@prosperitybanktx.com>
To: "Ed Sturdivant" <sturdrob@co.fort-bend.tx.us>, "Sue Brock" <brocksue@co.fort-bend.tx.us>, "Patsy Schultz" <schulpat@co.fort-bend.tx.us>, "Debbie Gasser" <gassedeb@co.fort-bend.tx.us>
Date: 9/2/2008 2:03 PM
Subject: September interest rate

In accordance to the Depository bid, the variable interest rate for the month of September will reflect the change in the 91 day t-bill rate. The 91 day t-bill rate is 1.71% plus 0.26 Rate paid will be 1.97%. We will continue to pay the Texpool or Logic rate on the designated accounts. If either the texpool and/or logic rate falls below the contractual rate, the contractual rate will be paid.

Please let us know if you should have any questions.

Thank you,

Laura

Laura Turner
Banking Officer
Lending Assistant
Prosperity Bank
Sugar Land Banking Center
14060 Southwest Freeway
Sugar Land, Texas 77478
Main 281.269.7200
Direct 281.269.7254
Fax 281.269.7108
laura.turner@prosperitybanktx.com

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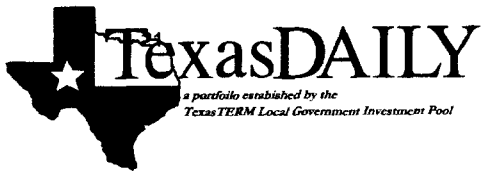
Texas CLASS Daily Rates September 2008

For more information, call MBIA Asset Management at (800)707-6242
Fax: (877)311-0220

CLASS

<i>Date</i>	<i>Daily Rates</i>	<i>Annual Yield</i>
09/01/08	2.48%	2.52%
09/02/08	2.48%	2.51%
09/03/08	2.48%	2.51%
09/04/08	2.49%	2.52%
09/05/08	2.48%	2.51%
09/06/08	2.48%	2.51%
09/07/08	2.48%	2.51%
09/08/08	2.48%	2.51%
09/09/08	2.48%	2.51%
09/10/08	2.50%	2.53%
09/11/08	2.53%	2.56%
09/12/08	2.52%	2.55%
09/13/08	2.52%	2.55%
09/14/08	2.52%	2.55%
09/15/08	2.54%	2.57%
09/16/08	2.61%	2.64%
09/17/08	2.49%	2.52%
09/18/08	2.36%	2.39%
09/19/08	2.66%	2.70%
09/20/08	2.66%	2.70%
09/21/08	2.66%	2.70%
09/22/08	2.53%	2.56%
09/23/08	2.17%	2.19%
09/24/08	2.16%	2.18%
09/25/08	2.11%	2.13%
09/26/08	2.21%	2.23%
09/27/08	2.21%	2.23%
09/28/08	2.21%	2.23%
09/29/08	2.21%	2.24%
09/30/08	2.51%	2.55%
Average	2.44%	2.47%

Rates can vary over time. Past performance is no guarantee of future results.



Current Rates (1)

As of October 1, 2008

Current Yield	<u>2.17%</u>
One-Day Yield	<u>2.38%</u>
Allocation Factor	<u>0.000065114</u>

Historical Rates

Monthly Distribution Yields (2)

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
January		1.43%	1.03%	2.21%	4.25%	5.25%	4.27%
February		1.34%	1.03%	2.40%	4.48%	5.28%	3.57%
March (3)	1.92%	1.36%	1.03%	2.53%	4.55%	5.29%	2.98%
April	1.92%	1.33%	1.02%	2.71%	4.72%	5.26%	2.51%
May	1.86%	1.24%	1.01%	2.90%	4.87%	5.23%	2.36%
June	1.87%	1.15%	1.07%	2.97%	4.98%	5.26%	2.26%
July	1.91%	1.06%	1.25%	3.17%	5.16%	5.25%	2.29%
August	1.86%	1.05%	1.39%	3.36%	5.20%	5.25%	2.39%
September	1.90%	1.03%	1.55%	3.52%	5.24%	5.15%	2.38%
October	1.87%	1.05%	1.68%	3.72%	5.25%	4.99%	
November	1.70%	1.03%	1.82%	3.92%	5.25%	4.80%	
December	1.49%	1.05%	2.05%	4.13%	5.25%	4.53%	

Call Toll Free

1 866 TEX-TERM

Past performance is not indicative of future results and yields may vary.

(1) The current yield, which is also known as the current annualized yield or current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The allocation factor represents the daily net income dividend declared by the TexasDAILY portfolio divided by the portfolio's daily net assets. The one-day yield represents the allocation factor of the TexasDAILY portfolio divided by the daily net asset value per share (normally \$1.00) multiplied by 365. Unlike the current yield - which excludes capital changes and income other than investment income - the allocation factor and one-day yield are inclusive of capital changes and any income other than investment income.

(2) The monthly distribution yield represents the sum of a month's one-day allocation factors divided by the number of days in that month, and multiplied by 365.

(3) The TexasDAILY portfolio began operations on March 25, 2002.

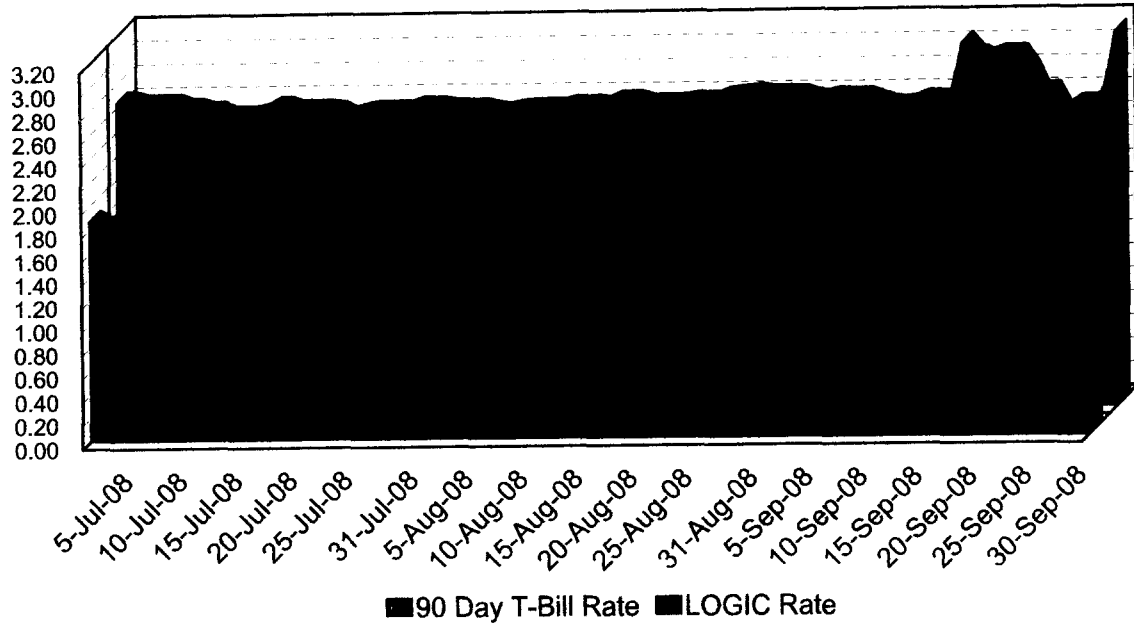
Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management.

According to Standard & Poor's rating criteria, the AAAF & AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities.

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Pool's investment objectives, risks, charges and expenses before investing.

*This and other information about the Pool is available in the Pool's Information Statements, which should be read carefully before investing. Copies of the Pool's Information Statements may be obtained by calling 1-866-839-8376 or are available on the Pool's website at www.texasterm.net. While TexasDAILY seeks to maintain a stable net asset value of \$1.00 per share and TexasTERM seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Pool. An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. Shares of the Pool are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC*

LOGIC versus 90-Day Treasury Bill



AS PER ORIGINAL

This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for September 2008

Date	Mny Mkt Fund Eqiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Sep-08	2.6362%	0.000072224	1,694,895,892.95	0.999684	39	79
2-Sep-08	2.6023%	0.000071297	1,688,967,058.21	0.999858	39	78
3-Sep-08	2.5962%	0.000071129	1,677,252,746.71	0.999867	40	78
4-Sep-08	2.6208%	0.000071804	1,663,620,056.51	0.999857	41	81
5-Sep-08	2.6111%	0.000071538	1,685,466,800.73	0.999767	38	78
6-Sep-08	2.6111%	0.000071538	1,685,466,800.73	0.999767	38	78
7-Sep-08	2.6111%	0.000071538	1,685,466,800.73	0.999767	38	78
8-Sep-08	2.5761%	0.000070577	1,675,745,804.77	1.000120	37	78
9-Sep-08	2.5454%	0.000069737	1,744,481,338.96	1.000110	37	75
10-Sep-08	2.5361%	0.000069481	1,754,279,657.25	1.000103	36	75
11-Sep-08	2.5479%	0.000069806	1,778,383,420.66	1.000095	35	73
12-Sep-08	2.5851%	0.000070826	1,746,686,351.17	0.999999	34	73
13-Sep-08	2.5851%	0.000070826	1,746,686,351.17	0.999999	34	73
14-Sep-08	2.5851%	0.000070826	1,746,686,351.17	0.999999	34	73
15-Sep-08	2.6411%	0.000072360	1,721,620,307.65	1.000037	34	73
16-Sep-08	3.0718%	0.000084159	1,710,527,719.45	0.999942	37	76
17-Sep-08	2.9633%	0.000081186	1,708,984,147.72	0.999832	36	75
18-Sep-08	2.9279%	0.000080216	1,716,358,600.67	0.999643	35	74
19-Sep-08	2.9612%	0.000081130	1,684,755,082.56	0.999464	39	78
20-Sep-08	2.9612%	0.000081130	1,684,755,082.56	0.999464	39	78
21-Sep-08	2.9612%	0.000081130	1,684,755,082.56	0.999464	39	78
22-Sep-08	2.8226%	0.000077331	1,692,769,429.25	0.999556	38	77
23-Sep-08	2.6374%	0.000072258	1,668,867,910.58	0.999472	39	78
24-Sep-08	2.6504%	0.000072614	1,643,919,728.25	0.999429	39	78
25-Sep-08	2.4767%	0.000067855	1,777,558,938.02	0.999195	35	72
26-Sep-08	2.5378%	0.000069530	1,763,328,173.63	0.999135	34	70
27-Sep-08	2.5378%	0.000069530	1,763,328,173.63	0.999135	34	70
28-Sep-08	2.5378%	0.000069530	1,763,328,173.63	0.999135	34	70
29-Sep-08	2.6974%	0.000073900	1,763,388,180.50	0.999241	33	69
30-Sep-08	3.1568%	0.000086489	1,842,768,859.42	0.999254	31	66
Average	2.6931%	0.000073783	1,718,836,634.06		37	75

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

September 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
010/100	General Operating	5,321,238.10	24,646,724.40	23,887,403.86	24,554.75	6,105,113.39
030/150	Juvenile Operations	5,462,455.14	399,496.70	544,797.18	8,448.56	5,325,603.22
105/155	Road & Bridge	1,104,365.11	471,230.44	1,092,571.63	1,109.34	484,133.26
115/160	Drainage District	242,181.75	1,042,766.16	1,136,345.20	333.09	148,935.80
117/165	Lateral Road	211,487.73	-	-	341.41	211,829.14
120/170	Statue Restoration	4,074.81	-	-	6.58	4,081.39
121/175	City Water Assistance	16,173.15	527.00	100.00	30.90	16,631.05
123/185	Entex Contributions	1,675.52	-	-	3.19	1,678.71
124/190	H L & P Assistance	24,338.53	10,194.00	2,833.37	57.23	31,756.39
125/195	County Law Library	646,533.64	14,266.66	11,187.25	1,035.60	650,648.65
126/200	Law Enforcement Academy	528,432.93	1,754.00	3,961.43	850.70	527,076.20
129/210	Ambulance Paramedics	11,126.03	-	21.87	21.17	11,125.33
130/360	Law Enforcement Training	104,334.35	50.00	1,842.00	166.17	102,708.52
131/215	Library Donations	134,873.52	736.36	8,326.63	245.16	127,528.41
133/225	FBC Asset Forfeil.Task-State	842,183.16	-	1,642.44	1,358.20	841,898.92
135/235	Probate Court Training	46,993.17	-	-	89.54	47,082.71
136/240	JP Technology Fund	512,384.24	9,177.62	-	837.79	522,399.65
137/245	Alert Program-Juvenile	26,912.61	-	-	43.45	26,956.06
141/255	D A Asset Forfeiture-Fed.	42.56	-	-	0.08	42.64
142/260	D A Bad Check Coll Fund	77,951.51	3,884.61	4,947.94	149.60	77,037.78
143/265	Gus George Memorial	7,123.64	-	-	13.57	7,137.21
144/270	Records Mgmt.Debt.Service	1,462,002.00	-	87,977.45	2,310.19	1,376,334.74
145/275	D A Special Fund Run	16,249.11	-	-	30.96	16,280.07
146/280	Co.Atty.Supplemental Salary	81,196.64	-	1,433.18	129.46	79,892.92
147/285	FBC Records Management	226,340.99	6,138.99	30.00	368.35	232,818.33

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

September 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
148/290	VIT Interest (Tax Coll)	2,279.21	-	200.00	4.25	2,083.46
149/295	Courthouse Security	480,660.09	11,710.71	19,976.23	769.22	473,163.79
150/300	FBC Elections	522,248.08	139,800.43	23,339.42	845.08	639,554.17
151/305	FBC Asset Forfe. Task-Fed.	28,566.70	-	-	46.12	28,612.82
153/310	Sheriff Ofc/Forfe. Assets-St.	241,677.66	-	55,076.28	330.01	186,931.39
154/315	Sheriff Ofc/Forfe. Assets-Fed.	66,571.11	-	399.80	107.23	66,278.54
156/320	Constable Pct. 2 F/A	11,593.43	-	747.00	17.87	10,864.30
157/325	Constable Forfeiture-Federal	126.92	-	-	0.20	127.12
158/330	Environmental Projects	166.21	-	166.45	0.24	0.00
159/335	DA Asset Forfeit.-State	132,247.24	-	4,789.63	208.47	127,666.08
163/350	FBC Gates Foundation Grant	1,298.08	-	-	2.10	1,300.18
164/355	FBC Co. Child Abuse Prev.	1,176.95	-	1.95	1.90	1,176.90
200/700	Drainage Capital Improvement	17,020.62	-	17,041.68	21.06	(0.00)
201/702	Upper Oyster Creek	1,128,947.03	850,000.00	198.49	2,874.69	1,981,623.23
203/706	Clear Creek Fund	531,656.17	-	-	858.28	532,514.45
204/708	Lower Oyster Creek	1,399,995.27	-	-	2,260.07	1,402,255.34
205/710	County Big Creek	995,783.13	-	14,886.06	1,592.49	982,489.56
220/800	Toll Road Authority	637,145.89	-	53,295.05	1,026.92	584,877.76
230/718	Mobility Projects	500,787.86	1,022,486.56	1,031,139.95	640.92	492,775.39
231/732	2007 Facilities Const. Bonds	432,472.87	5,500,000.06	5,487,457.13	1,363.06	446,378.86
410/810	Toll Road Operations	2,513,339.28	1,107,896.07	229,021.46	4,151.83	3,396,365.72
504/SOCO	FBC Sheriff Commissary	314,855.50	-	-	599.89	315,455.39
520/894	Bail Bond Securities	3,235.85	-	6.36	6.16	3,235.65
534/896	On Site Wastewater	1,507.72	320.00	3.72	3.15	1,827.15
540/898	Consolidated Court Cost	339,190.13	235,152.80	1,849.91	778.65	573,271.67
801/380	Emergency Food & Shelter	75,505.81	-	34,205.78	93.35	41,393.38

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

September 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
805/390	Child Protective Service IV-E	180,378.48	-	9,822.04	284.36	170,840.80
813/400	CDBC 2001	38,072.30	221,319.11	213,709.63	108.81	45,790.59
826/402	Hope 3 Program Sales	59,972.18	-	16,523.59	78.14	43,526.73
860/410	Child Support IVD Reimb.	166,380.90	945.71	10,067.40	265.20	157,524.41
864/415	Local Law Enf.Block Grant	50,439.33	-	-	96.10	50,535.43
899/420	Grant Administration	16,036.87	2,543.00	12,700.00	17.01	5,896.88
960/440	Supervision	1,398,547.29	248,898.29	198,239.12	2,225.07	1,451,431.53
255/724	FBC Parkway	27,095.77	-	-	43.74	27,139.51
402/855	Workers Comp/Unem/Ins.	197,825.09	62,308.48	71,541.95	384.80	188,976.42
402/TRWC	FBC Tristar Worker's Comp.	42,972.40	-	43,025.53	53.13	-
127/205	FBC Surface Water Sup.Corp	7,364.61	-	-	11.89	7,376.50
TREA	FBC Treasurers Account	439,571.52	2,981,737.50	2,820,458.20	1,004.33	601,855.15
400/850M	Boon-Chapman Medical	1,006,821.07	1,300,000.00	1,709,314.43	1,303.88	598,810.52
400/850D	Boon-Chapman Dental	610,507.27	-	93,042.63	1,075.08	518,539.72
400/850	FBC Employee Benefits	6,202,034.69	461,364.81	1,565,329.19	9,268.13	5,107,338.44
400/882	FBC Boon-Chapman 125	54,492.04	45,946.95	15,950.63	118.01	84,606.37
504/884	FBC Fee Officer's Account	2,526,722.27	1,031,026.75	748,936.21	4,366.61	2,813,179.42
IHC	FBC Boon-Chapman IHC	424,425.15	322.32	392,830.01	-	31,917.46
AP	FBC Accounts Payable	43,118.70	-	23,983.15	67.77	19,203.32
PAY	FBC Payroll Account	11,140.45	636.22	654.65	18.00	11,140.02
912	JP Credit Card Processing	36,983.56	48,878.31	66,027.87	18.10	19,852.10
908	EMS Credit Card Processing	2,579.03	4,197.94	5,512.96	1.98	1,265.99
600/605	FBC Debt Service	4,196,135.20	129,664.75	-	8,124.60	4,333,924.55
264/726	Oyster Creek	131,538.79	-	-	212.35	131,751.14
265/728	Flood Control	73,237.37	-	240.00	133.03	73,130.40

**PROSPERITY
BANK
MONEY MARKET ACCOUNTS**

September 30, 2008

FUND	DESCRIPTION	BEGINNING BALANCE	DEPOSITS	WITH- DRAWALS	INTEREST	ENDING BALANCE
	Total	45,437,117.08	42,014,103.71	41,777,132.97	90,418.37	45,764,506.19

b

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

On this the 2nd day of December 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County, and

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

The following transfers to said budget are hereby authorized:

Department Name: Constable 2 - Asset Forfeiture Accounting Unit: 320550204

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Office Supplies	63500	\$ 423
Contingency	66500	\$ 1,200
TOTAL TRANSFERRED TO:		\$ 1,623

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Forfeited Assets	54120	\$ 1,623
TOTAL TRANSFERRED FROM:		\$ 1,623

EXPLANATION: Amend budget pursuant to LGC 111.0706 to set up budget for Constable Precinct 2 Asset Forfeiture Fund.

Department Head: *Tamela Lubels* Date: ~~1 Dec 08~~ 11/25/08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND
BY: *Robert E. Hebert*
Robert E. Hebert, County Judge

7A

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

Date Submitted: 11/21/08 Submitted By: P. Batts
Court Agenda Date: 12/02/08 Department: Engineering
Phone Number: 281 633 7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 10031201 (Pay Estimate No.1) in the amount of \$51,769.36 to TCB, Inc. regarding Old Richmond Road (from FM1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17558
RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO
List Supporting Documents Attached:

FINANCIAL SUMMARY:
BUDGETED ITEM: YES NO
FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):
DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
• Completely fill out agenda form: incomplete forms will not be processed.
• Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
• All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.
DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Wire Transfer Payment to:
 TCB
 An AECOM Company
 LaSalle Bank N.A.
 Chicago, IL
 Account Number 5808937020
 ABA Number 071009505
 SWIFT CODE LASLUS44

Remit Payment to:
 TCB
 1176 Paysphere Circle
 Chicago IL 60674

TCB

5757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599
 Telephone: 713-780-4100 Fax: 713-780-0838

Federal Tax ID No. 74-1358511

ATTN : Jess Hegemier
 FORT BEND COUNTY
 1124-52 Blume Road
 ROSENBERG, TX 77471

Invoice Date: September 19, 2008
 Invoice Number: 10031201

Agreement Number: 60046024
 Agreement Description: PO # 17558

Please reference invoice number and project number with remittance

Project Number : 60048024
 Bill Through Date : 19-JUN-08 to 22-AUG-08

Project Name : Old Richmond Road

Phase Lump Sum

Task Number	Description	Budget	%Comp	Earned	Previous	Current
01000.01	Old Richmond Road - Design	73,209.15	1.89 %	1,384.40	0.00	1,384.40
01000.02	Old Richmond Road - Surveying	121,412.50	41.50 %	50,384.96	0.00	50,384.96
Total Phase Lump Sum:		194,621.65	26.60 %	51,769.36	0.00	51,769.36

Project Total : Old Richmond Road

51,769.36

Invoice Summaries

Total Current Amount :	51,769.36
Retention Amount :	0.00
Pre-Tax Amount :	51,769.36
Tax Amount :	0.00
Total Invoice Amount :	51,769.36

Billing Summaries

Billing Summary	Current	Prior	Total	Total Budget	Percent Complete
Billings	51,769.36	0.00	51,769.36	194,621.65	26.60
Billing Total :	51,769.36	0.00	51,769.36		

APPROVED

Established in 1946
 Engineering Excellence for Over One-Half Century

TIMESTAMP 0

INTER COMPANY TRANSACTION COVER SHEET

Billing company to complete the entire form:

- obtain AP information directly from the receiving Opco including PO number
- attach all necessary back up and supporting documentation
- send originals to receiving Opco and a complete copy to ASG AP Simultaneously

Send to ASG Accounts Payable at:
AECOM Services Group Mack Haymon 515 S. Flower Street, 3rd Floor Los Angeles, CA 90071-2201 (213) 593-8066 Email Inbox: AECOMSG - AP Inter-Co Invoices

PURPOSE OF INTER-COMPANY TRANSMITTAL.

FOR PROCESSING OF ACCOUNTS PAYABLE AND DOCUMENT IMAGING

Accounts Receivable had been processed by Provider (Billing) OpCo.

FOR DOCUMENT IMAGING ONLY.

Inter-project was properly set-up. Link between Billing (provider) and Receiving OPCO was established and fully operational.

BILLING COMPANY:	SURVCON INC.	RECEIVING COMPANY:	TCB (formerly Turner Collier & Braden)
ORIGINATOR'S NAME:	Nancy Lowry	APPROVER'S NAME:	
ADDRESS:	5757 WOODWAY, HOUSTON, TX	ADDRESS:	5757 WOODWAY, HOUSTON, TX
PHONE NUMBER:	713-780-4123	PHONE NUMBER:	713-780-4100
E-MAIL:	nancy.lowry@survcon.com	E-MAIL:	

Accounts Receivable Information					<input checked="" type="checkbox"/> INVOICE	<input type="checkbox"/> CREDIT MEMO
CUSTOMER	TCB (formerly Turner Collier & Braden)			INVOICE DATE :	09/02/08	
				DUE DATE :	90 days	
TRANSACTION NUMBER	INVOICE NUMBER	PROJECT	RETENTION (OR IF LEFT BLANK EQUALS TO REGULAR INVOICE)	FC	INVOICE AMOUNT	
	12009057	60046527				45,804.51
					TOTAL INVOICE AMOUNT → :	45,804.51

ACCOUNTS PAYABLE					<input checked="" type="checkbox"/> VOUCHER	<input type="checkbox"/> DEBIT MEMO	P.O. NUMBER	
SUPPLIER (VENDOR)	1011 SURVCON INC			TOTAL COSTS → :	45,804.51			
INVOICE NUMBER	12009057		DUE DATE	RETENTION → :				
	Account Code For Other Than Direct Project			REQUIRED FIELDS FOR DIRECT PROJECT				
VOUCHER NUMBER	OPCOIE	GL ACCOUNT CODE	PROJECT CODE	EXPENDITURE TYPE	FC	INVOICE AMOUNT		
	00000	LOC DEPT ACCT TY FUT 000 0000 000000 00 0000	60046024.01000.02	SUBC-Inter Project Manual Bill			45,804.51	
					TOTAL INVOICE AMOUNT → :		45,804.51	

Total Labor Bill Rate

135.00

15,162.50

Unit Billing

Expenditure Type	Description	Date	Quantity	UOM	Bill Rate	Billed Amt
Hourly charges for survey equipment	TOTAL STATION	08-JUL-08	8.0	HOURS	7.0000	56.00
Hourly charges for survey equipment	TOTAL STATION	09-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	10-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	15-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	16-JUL-08	18.0	HOURS	7.0000	126.00
Hourly charges for survey equipment	GPS - STATIC RECEIVE	17-JUL-08	36.0	HOURS	25.0000	900.00
Hourly charges for survey equipment	TOTAL STATION	18-JUL-08	8.0	HOURS	7.0000	56.00
Hourly charges for survey equipment	TOTAL STATION	23-JUL-08	9.0	HOURS	7.0000	63.00
Hourly charges for survey equipment	TOTAL STATION	25-JUL-08	9.0	HOURS	7.0000	63.00
Supply or Transfer Charges	SUPPLY CHARGES	28-JUN-08	9.1	EACH	1.1000	9.99
Supply or Transfer Charges	SUPPLY CHARGES	03-JUL-08	6.6	EACH	1.1000	7.30
Supply or Transfer Charges	SUPPLY CHARGES	08-JUL-08	42.3	EACH	1.1000	46.53
Supply or Transfer Charges	SUPPLY CHARGES	09-JUL-08	4.2	EACH	1.1000	4.62
Supply or Transfer Charges	SUPPLY CHARGES	16-JUL-08	11.9	EACH	1.1000	13.13
Supply or Transfer Charges	SUPPLY CHARGES	23-JUL-08	10.7	EACH	1.1000	11.80
Supply or Transfer Charges	SUPPLY CHARGES	25-JUL-08	0.9	EACH	1.1000	1.01
Vehicle mileage charges	MILEAGE	28-JUN-08	54.0	EACH	0.6000	32.40
Vehicle mileage charges	MILEAGE	03-JUL-08	42.0	EACH	0.6000	25.20
Vehicle mileage charges	MILEAGE	08-JUL-08	68.0	EACH	0.6000	40.80
Vehicle mileage charges	MILEAGE	09-JUL-08	55.0	EACH	0.6000	33.00
Vehicle mileage charges	MILEAGE	10-JUL-08	56.0	EACH	0.6000	33.60
Vehicle mileage charges	MILEAGE	11-JUL-08	56.0	EACH	0.6000	33.60
Vehicle mileage charges	MILEAGE	15-JUL-08	52.0	EACH	0.6000	31.20
Vehicle mileage charges	MILEAGE	16-JUL-08	82.0	EACH	0.6000	49.20
Vehicle mileage charges	MILEAGE	17-JUL-08	102.0	EACH	0.6000	61.20
Vehicle mileage charges	MILEAGE	18-JUL-08	47.0	EACH	0.6000	28.20
Vehicle mileage charges	MILEAGE	21-JUL-08	25.0	EACH	0.6000	15.00
Vehicle mileage charges	MILEAGE	23-JUL-08	38.0	EACH	0.6000	22.80
Vehicle mileage charges	MILEAGE	25-JUL-08	41.0	EACH	0.6000	24.60

Total Unit Billing

1,999.18

Task Total : FIELD STAFF

17,161.68

Project Total : OLD RICHMOND ROAD

45,804.51

Invoice Summaries

Total Current Amount :	45,804.51
Retention Amount :	0.00
Pre-Tax Amount :	45,804.51
Tax Amount :	0.00
Total Invoice Amount :	45,804.51

Billing Summaries

Billing Summary	Current	Prior	Total	Limit	Remain
Billing Summary	45,804.51	0.00	45,804.51		
Billing Total :	45,804.51	0.00	45,804.51		

Wire Transfer Payment to:
SURVCON INC.
 An AECOM Company
 LaSalle Bank N.A.
 Chicago, IL
 Account Number 5800937020
 ABA Number 071000505
 SWIFT CODE LASLUS44

Remit Payment to:
SURVCON INC.
 1178 Paysphere Circle
 Chicago IL 60674



6757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599
 Telephone: 713-780-4123 Fax: 713-267-3173

Federal Tax ID No. 74-1789294

ATTN : . ACCOUNTS PAYABLE
 TCB INC.
 5757 WOODWAY DR
 HOUSTON, TX 77057

Invoice Date: 02-SEP-08
 Invoice Number: 12009057

Agreement Number: 60046527
 Agreement Description:

Please reference Invoice Number and Project Number with Remittance

Project Number : 60046527 Project Name : OLD RICHMOND ROAD
 Bill Through Date : 27-JUN-08 to 25-JUL-08
 60046024.01000.02, TCB PM KEVIN KRAHN

Task Number : 01

Task Name : OFFICE STAFF

Labor Bill Rate						
Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt	
Ball, Steven R	Party Chief		0.50	81.6600	40.83	
Canine, Jay D	Management - Executive		1.00	274.5500	274.55	
Davies, Jacquelyn K	Administrative Assistant		4.50	81.3778	366.20	
Gowe, Linda J	Technician		46.00	101.9333	4,688.93	
McAllister Jr, James B	Survey Manager I		4.50	134.7467	606.36	
McKittrick, Wayne J	Survey Manager II		24.00	151.4075	3,633.78	
Quinones, Mario	Technician		31.00	98.3474	3,048.77	
Quinones, Mario	Technician		6.50	98.3477	639.26	
Sasso, Kay A	Technician		109.00	89.8772	9,796.62	
Spradley, David H	Photogrammetrist		12.00	148.2533	1,779.04	
Strickland, William B	Land Title Manager		24.00	124.5204	2,988.49	
Total Labor Bill Rate			263.00		27,862.83	

Unit Billing						
Expenditure Type	Description	Date	Quantity	UOM	Bill Rate	Billed Amt
Supply Computers per hour	COMPUTER	11-JUL-08	21.0	HOURS	12.0000	252.00
Supply Computers per hour	COMPUTER	18-JUL-08	11.0	HOURS	12.0000	132.00
Supply Computers per hour	COMPUTER	25-JUL-08	33.0	HOURS	12.0000	396.00
Total Unit Billing						780.00

Task Total : OFFICE STAFF

28,642.83

Task Number : 02

Task Name : FIELD STAFF

Labor Bill Rate						
Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt	
Ball, Steven R	Three-Person Field Crew		43.50	125.0000	5,437.50	
Ball, Steven R	Two-Person Field Crew		31.00	100.0000	3,100.00	
Ball, Steven R	Three-Person Field Crew		5.00	125.0000	625.00	
Ball, Steven R	Two-Person Field Crew		5.00	100.0000	500.00	
Hensley, Luther	Two-Person Field Crew		9.00	100.0000	900.00	
Minks, Jeffery R	Three-Person Field Crew		9.00	125.0000	1,125.00	
Montelongo, Christopher	Two-Person Field Crew		9.00	100.0000	900.00	
Powell, Thaddeus C	Three-Person Field Crew		8.00	125.0000	1,000.00	
Powell, Thaddeus C	Two-Person Field Crew		14.50	100.0000	1,450.00	
Powell, Thaddeus C	Three-Person Field Crew		1.00	125.0000	125.00	



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	INIT	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.			ARRIVE	RETURN	\$	PD INIT.
Wed	7-9-08	pk-90°	900-857	Hov	60137	PC	637687	S. Ball	Hov	10		SRR	7:00	5:35			
						IM	637673	S. Saavedra	Hov	10			7:00	5:35			
						RM											
						RM											
TOTAL HOURS										20							

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME		
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.	DEP.
1	60046527	02		20	10	58964	58909	731	55	8:45	4:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				20					55		

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
													4.20
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)	SERIAL NO.	SERIAL NO.	SERIAL NO.
Level(NC)	332551	*L	Laptop(H)
Total Station(H)	112383	*B	Target(D)
Robotic Total Station(H)		*SS	Small Skiff w/o motor(D)
Digital Level(H)		*SSM	Small Skiff w/motor(D)
Electronic Pipe Locator(H)		*LSM	Large Skiff w/Motor(D)
High Definition Scanner(H)		*SDTE	Shallow Draft Twin Engine(D)
			*ATV
			All-Terrain Vehicle(D)
			No. of GPS Receivers(H)

PROJECT NAME: Old Richmond Rd;

Additional serial # information put in box below. ↓

Additional serial #'s

PROJECT CHIEF: St. John P. Ball

PROJECT MANAGER: W. Saavedra

OFFICE MGR. | OFFICER

Progress & Remarks regarding day: Searched for ROW roads and (3) pts near Airport Blvd.

Set and checked (4) P.O.L. Tied (4) ROW nodes.



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	7-11-08	PC	637087	S. Bell	Hov	8	8		7:00	3:30	
	9-0-08	IM	637673	S. Saavedra	Hov	8	8		7:00	3:30	
		RM									
		RM									
TOTAL HOURS						16	16				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.
1	60046527	02		16	16	59088	59012	731	8:45	2:45
2										
3										
TOTAL HOURS MUST TIE TO ABOVE				16	16			56		

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL

SERIAL NO.	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)	SERIAL NO.	SERIAL NO.
*L	Laptop(H)	*GPS	No. of GPS Receivers(H)
*B	Barge(D)		
*SS	Small Skiff w/o motor(D)		
*SSM	Small Skiff w/motor(D)		
*LSM	Large Skiff w/motor(D)		
*SDTE	Shallow Draft Twin Engine(D)		

PROJECT NAME: Old Richmond Rd. 1

Additional serial # information put in box below. ↓

Additional serial #'s

PROGRESS & REMARKS REGARDING DAY: Searched for (2) TBM's, (6) control pts.

Ran 2.7 mile level loop thru (9) Traverse pts.

PARTY OWNER: Stacy B. Bell

PROJECT MANAGER: [Signature]

OFFICE MGR. | OFFICER



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		TIME / OFFICE		PER DIEM
						ACTUAL	EST.	ARRIVE	RETURN	
	6-28-08	PC	637067	S. Ball	Hov	8		7:00	3:30	
	900-B57	IM	637943	T. Powell	Hov	8		7:00	3:30	
	Hov	RM								
	60137	RM								
TOTAL HOURS						16				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	BOOK #	ARR.	DEP.
1	60046527	02		16		585	42	54		7:55	3:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE								54			

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T- POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
			20		1/2 Roll								9.08

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)	SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector(NC)	1268632	*F	Fathometer(D)
Level (NC)	282551	*L	Laptop(H)
Total Station(H)	112 3 82	*B	Barge(D)
Robotic Total Station(H)		*SS	Small Skiff w/o motor(D)
Digital Level(H)		*SSM	Small Skiff w/motor(D)
Electronic Pipe Locator(H)		*LSM	Large Skiff w/Motor(D)
High Definition Scanner(H)		*SDTE	Shallow Draft Twin Engine(D)

PROJECT NAME: Old Richmond Rd;

Additional serial # information put in box below. ↓

Additional serial #'s

PROGRESS & REMARKS REGARDING DAY: Searched for ROW, pads along Old Richmond Rd and adjoining Ste.

PARTY CHIEF: [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. | OFFICER: [Signature]



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	Thurs 7-10-08	PC	637087	S. Ball	Hvu	10			7:00	5:30	
	WEATHER 90D-857	IM	6371673	S. Saavedra	Hvu	10			7:00	5:30	
	TRUCK TAG Hvu	RM									
	PROJ. DEPT. 60137	RM									
	LAST 5 DIGITS OF GAS CREDIT CARD										
TOTAL HOURS						20					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.
1	60046527	02		20	10	59018	58962	731	8:20	4:45
2										
3										
TOTAL HOURS MUST TIE TO ABOVE				20				56		

	IRON RODS W/ PLASTIC CAPS		GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
	1'	2'													
1															
2															
3															

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
Data Collector(NC)	J26 8622	*F	Fathometer(D)
Level(NC)	332557	*L	Laptop(H)
Total Station(H)	112383	*B	Barge(D)
Robotic Total Station(H)		*SS	Small Skiff w/o motor(D)
Digital Level(H)		*SSM	Small Skiff w/motor(D)
Electronic Pipe Locator(H)		*LSM	Large Skiff w/motor(D)
High Definition Scanner(H)		*SDTE	Shallow Draft Twin Engine(D)
			*ATV
			*GPS
			All-Terrain Vehicle(D)
			No. of GPS Receivers(H)

PROJECT NAME: Old Richmond Rd.

Additional serial # information put in box below.

PROJECT CHIEF: St. R. Ball

PROGRESS & REMARKS REGARDING DAY: Tied (27) Row reads from Airport Blvd to Tranquil Rd.

PROJECT MANAGER: [Signature]

OFFICE MGR. / OFFICER: [Signature]

Total Rain delay = 1 hr.



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	INIT	TIME / OFFICE		PER DIEM
						ACTUAL	EST.			ARRIVE	RETURN	
	7-18-08	PC	637087	S. Bell	Hov	8 1/2	8	1/2	SBB	7:00	3:30	
	908-857	IM	637402	J. Minks	Hov	8	8		JRM	7:00	3:30	
	Hov	RM	637673	S. Saverdus	Hov	8	8			7:00	3:30	
	60137	RM										
TOTAL HOURS						24 1/2	24					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	6004657	02		24	24	59299	59252	47	731	8:10	2:45
2				8 - 3 man crew							
3				12 - 1 man - Total							
TOTAL HOURS MUST TIE TO ABOVE				24 1/2	24			47			

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T. POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
*F	Fathometer(D)		*ATV
*L	Laptop(H)		*GPS
*B	Barge(D)		All-Terrain Vehicle(D)
*SS	Small Skiff w/o motor(D)		No. of GPS Receivers(H)
*SSM	Small Skiff w/motor(D)		
*LSM	Large Skiff w/Motor(D)		
*SDTE	Shallow Draft Twin Engine(D)		

PROJECT NAME: Stem R. Bell Additional serial # information put in box below. ↓

Progress & Remarks regarding day: Old Richmond Rd ;

PROJECT MANAGER: Set and checked (1) pole. Tied (26)

OFFICE MGR.: Row. rods, (2) control pts.

OFFICER: _____



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	7-8-08	PC	637087	S. Ball	Hov	8			7:00	3:25	
WEATHER	90°-90° (rain)	IM	636805	D. Armstrong	Hov	8			7:00	3:25	
TRUCK TAG	90D-857	RM	637673	S. Saavedra	Hov	8			7:00	3:25	
PROJ. DEPT.	Hov	RM									
LAST 5 DIGITS OF GAS CREDIT CARD	60137	RM									
TOTAL HOURS						24					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	6004577	02		24	3	58911	58843	68	731	8:25	2:40
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				24				68			

	IRON RODS W/ PLASTIC CAPS		GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
	1'	2'													
1					15										42.30
2															
3															

	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
	SERIAL NO.	USAGE		
	Data Collector (NC)	*F	Fathometer (D)	All-Terrain Vehicle (D)
	Level (NC)	*L	Laptop (H)	No. of GPS Receivers (H)
*TS	Total Station (H)	*B	Barge (D)	
*RTS	Robotic Total Station (H)	*SS	Small Skiff w/o motor (D)	
*DL	Digital Level (H)	*SSM	Small Skiff w/motor (D)	
*EPL	Electronic Pipe Locator (H)	*LSM	Large Skiff w/Motor (D)	
*HDS	High Definition Scanner (H)	*SDTE	Shallow Draft Twin Engine (D)	

PROJECT NAME: Old Richmond Rd.

Additional serial # information put in box below. ↓

PROJECT CHIEF: St. Ball

PROJECT MANAGER: W. J. Ball

OFFICE MGR. OFFICER: [Signature]

Progress & Remarks regarding day: Set and referenced (12) Traverse pts. Searched for (3) old control pts.

REMARKS: Rain starts at 2:10.



DAILY REPORT OF FIELD PARTY

DAY	HOURS.			HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
	ACTUAL	EST.	EST.		ARRIVE	RETURN		\$	PD INIT.	
DATE	<i>Tues,</i>									
WEATHER	<i>7-15-08</i>			<i>Hov</i>			<i>SRB</i>	<i>7:00</i>	<i>5:30</i>	
TRUCK TAG	<i>PK-250</i>			<i>Hov</i>			<i>SRB</i>	<i>7:00</i>	<i>5:30</i>	
PROJ. DEPT.	<i>90D-857</i>			<i>Hov</i>			<i>SRB</i>	<i>7:00</i>	<i>5:30</i>	
LAST 5 DIGITS OF GAS CREDIT CARD	<i>60137</i>			TOTAL HOURS		<i>30</i>				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			TOTAL
1	<i>60046527</i>	<i>02</i>		<i>30</i>	<i>10</i>	<i>59</i>	<i>102</i>	<i>73</i>	<i>8:35</i>	<i>4:45</i>
2										
3										
TOTAL HOURS MUST TIE TO ABOVE				<i>30</i>						

	IRON RODS W/ PLASTIC CAPS		GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
	1'	2'													
1															
2															
3															

	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
	SERIAL NO.	SERIAL NO.		
	Data Collector(NC)	<i>1218/22</i>	<i>*F</i>	Fathometer(D)
	Level(NC)	<i>332/55/</i>	<i>*L</i>	Laptop(H)
	Total Station(H)	<i>112.383</i>	<i>*B</i>	Barge(D)
	Robotic Total Station(H)		<i>*SS</i>	Small Skiff w/o motor(D)
	Digital Level(H)		<i>*SSM</i>	Small Skiff w/motor(D)
	Electronic Pipe Locator(H)		<i>*LSM</i>	Large Skiff w/Motor(D)
	High Definition Scanner(H)		<i>*SDTE</i>	Shallow Draft Twin Engine(D)

PROJECT NAME: *Old Richmond Rd.*

Party Chief: *Stewart R. Ball*

PROJECT MANAGER: *[Signature]*

OFFICE MGR. / OFFICER: *[Signature]*

Additional serial # information put in box below. ↓

Progress & Remarks regarding day: *Ran 2, 3 mile level loop thru (4) new monuments and (3) TBM's near Hwy-6, Voss Rd.*

Additional serial #'s: *Searched for ROW rods near W. Airport Blvd., Tanager Rd.*



DAILY REPORT OF FIELD PARTY

DAY	Wed.		JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	INIT	TIME / OFFICE		PER DIEM		
	DATE	7-16-08					ACTUAL	EST.			ARRIVE	RETURN	\$	PD INIT.	
WEATHER		Plc-95° (rain) PC	637087	S. Ball	Hov		9			s.BB	7:00	4:30			
TRUCK TAG		900 B57 IM	637660	R. Eisenwein	Hov		9			WV	7:00	4:30			
PROJ. DEPT.		Hov RM	637673	S. Saavedra	Hov		9				7:00	4:30			
LAST 5 DIGITS OF GAS CREDIT CARD		60137													
TOTAL HOURS							27								

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME			
				ACTUAL	EST.	IN	OUT	TOTAL	BOOK #	ARR.	DEP.		
1	TS 60046527	02		27	29	59	199	59	55	44	731	8:30	3:40
2													
3													
TOTAL HOURS MUST TIE TO ABOVE				27						44			

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
			20		1/4 Ball								8.74

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)			
SERIAL NO.	SERIAL NO.	SERIAL NO.	SERIAL NO.
J265622	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)	
332551	*L Laptop(H)	*GPS No. of GPS Receivers(H)	
112382	*B Barge(D)		
	*SS Small Skiff w/o motor(D)		
	*SSM Small Skiff w/motor(D)		
	*LSM Large Skiff w/Motor(D)		
	*SDTE Shallow Draft Twin Engine(D)		

PROJECT NAME: Old Richmond Rd.

Additional serial # information put in box below.

PARTY CHIEF: St. R. Ball

PROJECT MANAGER: W. J. Ball

OFFICE MGR. / OFFICER: Rain starts at 3:10 PM

Remarks regarding day: Searched for Row Roads on Old Richmond Rd., Treaguel Rd, Aprilmont Rd. Found and Tied (13)

Set and checked (2) poles



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	7-17-08	PC	637097	S. Ball	Hov	9			7:00	4:35	
	7-16-08	IM	637402	J. Minks	Hov	9			7:00	4:35	
	7-16-08	RM	637673	S. Saavedra	Hov	9			7:00	4:35	
	60107	RM				27					
						TOTAL HOURS	27				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME		
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.	DEP.
1	60045105 6527	02		27	31.00	59252	59198		54	8:30	3:35
2											
3									54		
				TOTAL HOURS MUST TIE TO ABOVE	27						

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector(NC)	726822	Fathometer(D)
Level (NC)	33357	Laptop(H)
Total Station(H)	112383	Barge(D)
Robotic Total Station(H)		Small Skiff w/o motor(D)
Digital Level(H)		Small Skiff w/motor(D)
Electronic Pipe Locator(H)		Large Skiff w/Motor(D)
High Definition Scanner(H)		Shallow Draft Twin Engine(D)
		*ATV
		*GPS
		All-Terrain Vehicle(D)
		No. of GPS Receivers(H) (2)
		456199
		456170

PROJECT NAME: Old Richmond Rd.

Additional serial # information put in box below. ↓

PROGRESS & Remarks regarding day: GPS static sessions on (6) new monuments,

(2) old pts.

PARTY CHIEF: Steve B. Ball

PROJECT MANAGER: W. J. [Signature]

OFFICE MGR. | OFFICER



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
						ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	7-3-08											
WEATHER	7-3-08	PC	637087	S. Ball	Hov	8	8		7:00	3:30		
TRUCK TAG	90D B57	IM	637999	W. Lloyd	Hov	8	8		7:00	3:30		
PROJ. DEPT.	Hov	RM	649578	P. Salomon	Hov	8	8		7:00	3:30		
LAST 5 DIGITS OF GAS CREDIT CARD	60137	RM										
TOTAL HOURS						24	24					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	60046618	H-02		10.5	9	587	40	26	480	8:50	11:00 AM
2	60046627	H-02		13.5	15	6800		42		12:10	2:50 PM
3											
TOTAL HOURS MUST TIE TO ABOVE				24	24			68			

	IRON RODS W/ PLASTIC CAPS			GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T. POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
	1'	2'	3'													
1								49 post								
2								1/4 Ball								6.64
3																

SERIAL NO.	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
	*F	*L		
3248622				
332557				
1/2303				
*TS				
*RTS				
*DL				
*EPL				
*HDS				

PROJECT NAME: Stem A. Ball

PARTY CHIEF: W. Lloyd

PROJECT MANAGER: Stem A. Ball

OFFICE MGR. / OFFICER: W. Lloyd

Additional serial # information put in box below.

Progress & Remarks regarding day: checked (4) Bldg grid pts, set by others.

① Cabin i

② Old Richmond Rd.

ROV pts. near Voss Rd. Found and re flagged (15)

Searched for (2) control rods and (20)



DAILY REPORT OF FIELD PARTY

DAY	WEDNESDAY		JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTC	INIT	TIME / OFFICE		PER DIEM	
	DATE	7-16-08					ACTUAL	EST.			ARRIVE	RETURN	\$	PD INIT.
WEATHER	HOT		PC	639953	L. HENSLEY	HOU	9			LH	7:00	4:30		
TRUCK TAG	675940		IM	639485	K. PRAKER	HOU	9			KA	7:00	4:30		
PROJ. DEPT.	HOU		RM											
LAST 5 DIGITS OF GAS CREDIT CARD	20131		RM											
TOTAL HOURS							18							

€	PROJECT NUMBER (8 numbers required)		TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
	6846527	02			ACTUAL	EST.	IN	OUT		TOTAL	ARR.
1	18	69390	69418						733	8:45	3:40
2											
3											
TOTAL HOURS MUST TIE TO ABOVE							18				

MATERIALS

	IRON RODS W/ PLASTIC CAPS			GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
	1'	2'	3'													
1																3.20
2																
3																

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
6302052	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
40341	*L Laptop(H)	*GPS No. of GPS Receivers(H)
655307	*B Barge(D)	
	*SS Small Skiff w/o motor(D)	
	*SSM Small Skiff w/motor(D)	
	*LSM Large Skiff w/Motor(D)	
	*SDTE Shallow Draft Twin Engine(D)	

Additional serial # information put in box below.

PROJECT NAME: OLD RICHMOND ROAD

Progress & Remarks regarding day: TOE PRAKER 600-605 CONTROL POTS 9, 10

PROJECT MANAGER: LOCATE PANEL POINTS

OFFICE MGR. OFFICER



DAILY REPORT OF FIELD PARTY

DAY	THURSDAY		JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
	DATE	7-17-08					ACTUAL	EST.		ARRIVE	RETURN	
WEATHER	95° P/C	PC	638385	C. Montelongo	Hou.	9				7:00	4:30	
TRUCK TAG	17X-VR1	IM	637999	W. Lloyd	Hou.	9				"	"	
PROJ. DEPT.	Houston	RM										
LAST 5 DIGITS OF GAS CREDIT CARD	80135	RM										
TOTAL HOURS						18						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	ARR.	DEP.	
1	6004527	02		18	18	56218	36170	418	Low 733	9:00	3:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				18							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector(NC) 556320048	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
Level(NC) 226584	*L Laptop(H)	*GPS No. of GPS Receivers(H)
Total Station(H) 020404	*B Barge(D)	456232
Robotic Total Station(H)	*SS Small Skiff w/o motor(D)	456170
Digital Level(H)	*SSM Small Skiff w/motor(D)	
*EPL Electronic Pipe Locator(H)	*LSM Large Skiff w/Motor(D)	
*HDS High Definition Scanner(H)	*SDTE Shallow Draft Twin Engine(D)	

Additional serial # information put in box below. ↓

<p>PROJECT NAME: OLO Richmond Rd.</p> <p>Party Chief: C. Montelongo</p> <p>PROJECT MANAGER: W. Lloyd</p> <p>OFFICE MGR.: OFRGER</p>	<p>Progress & Remarks regarding day: Run Static (40 min) sessions on benchmark, 1, 2, 3, 6, 7, 11 and 12</p> <p>Additional serial #'s</p>
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DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
								ACTUAL	EST.		ARRIVE	RETURN	
	11/21/08	SUNNY	95045	PC	63943	T. POWELL	HOW	10		TR	6:55	5:30	
	11/21/08	137-40	1404	IM	63959	M. M. MCCALL	HOW	10		MM			
				RM									
				RM									
TOTAL HOURS								20					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT	ARR.	DEP.			
1	60042212	02		9	11/2	63396	63346	50		HOW	8:10	11:10
2	60042212	02		11	11/2	63421	63346	25		HOW	11:50	5:10
3												
TOTAL HOURS MUST TIE TO ABOVE				20								

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1			6	1 bag	15264								3.86
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

	SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector(NC)	20005190	*F	Fathometer(D)
Level (NC)	201584	*L	Laptop(H)
*TS Total Station(H)	020420	*B	Barge(D)
*RTS Robotic Total Station(H)		*SS	Small Skiff w/o motor(D)
*DL Digital Level(H)		*SSM	Small Skiff w/motor(D)
*EPL Electronic Pipe Locator(H)		*LSM	Large Skiff w/Motor(D)
*HDS High Definition Scanner(H)		*SDTE	Shallow Draft Twin Engine(D)
			*ATV
			All-Terrain Vehicle(D)
			No. of GPS Receivers(H)

Additional serial # information put in box below.

PROJECT NAME: **WILKINSON SEGA 3 CHECKED #52, OLD RICHMOND**
 Progress & Remarks regarding day: **DO NOT REFIN ALL MOUNTAIN ROAD SET WORK 11/21/08**
OLD RICHMOND RD. SEARCH FOR 10'S ALONG
W AIRPORT RD. OLD RICHMOND RD. TIES ALL FUD IRS

PROJECT MANAGER: *[Signature]* OFFICER: *[Signature]*

Additional serial #s



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	11/10	23 July 2008	9002111	IM		PC	687943	T. POWELL	HOW	9			6:55	11/130		
		187.401		RM		IM	641711	C. WHITFIELD	HOW	9						
		1401		RM												
		80101														
TOTAL HOURS										18						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME		
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.	DEP.
1	18760046527	H 02		18	9	63545	63507	HOW	181	8:15	11/13
2											
3											
TOTAL HOURS MUST TIE TO ABOVE											

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T. POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
			22		1/2 GAL	45 GAL							10.73

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)	SERIAL NO.	SERIAL NO.
Level (NC)	301884	*L Laptop (H)
Total Station (H)	020420	*B Barge (D)
Robotic Total Station (H)		*SS Small Skiff w/o motor (D)
Digital Level (H)		*SSM Small Skiff w/motor (D)
Electronic Pipe Locator (H)		*LSM Large Skiff w/Motor (D)
High Definition Scanner (H)		*SDTE Shallow Draft Twin Engine (D)

PROJECT NAME: OLD RICHMOND RD
 Progress & Remarks regarding day: SEARCH FOR ROW LRS A-1019
 W. AIRPORT RD OLD RICHMOND RD & BACK LOT
 CORN WHERE ACCESS GRANTED

Additional serial # information put in box below. ↓
 Additional serial #'s

PARTY CHIEF
 PROJECT MANAGER
 OFFICE MGR. OFFICER



DAILY REPORT OF FIELD PARTY

"Actual"

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
									ACTUAL	EST.		ARRIVE	RETURN	
	FR. DAY													
	26/4/25/2008	90076			PC	651943	T. POWELL	1404	9	9		6:53	4:30	
	18T-401				IM	651009	W. WOOD	1404	9	9				
	1404				RM	641711	C. WHITWELL	1404	9	9				
	LAST 5 DIGITS OF GAS CREDIT CARD				RM									
	00101								27	27				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			TOTAL
1	16 6004 6527	02		27	27	63621	6380	134	8:00	9:55
2										
3										

TOTAL HOURS MUST TIE TO ABOVE

	MATERIALS										ACCOUNTING USE ONLY TOTAL			
	IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS		T-POSTS	BRASS CAPS	OTHER
1			1											1.92
2														
3														

SERIAL NO.	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.
	DATA COLLECTOR (NC)	LEVEL (NC)	
20003190	*F	Fathometer(D)	*ATV
201384	*L	Laptop(H)	*GPS
020420	*B	Barge(D)	
	*SS	Small Skiff w/o motor(D)	
	*SSM	Small Skiff w/motor(D)	
	*LSM	Large Skiff w/motor(D)	
	*SDTE	Shallow Draft Twin Engine(D)	

PROJECT NAME: OLD RICHMOND RD ROAD TIES
 Progress & Remarks regarding day:
 LOCATE 125 ARLING W. AIRPORT ROAD & OLD RICHMOND RD TO VOSS RD.
 PARTY CHIEF: [Signature]
 PROJECT MANAGER: [Signature]
 OFFICE MGR.: [Signature] OFFICER: [Signature]

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USHOUL.0002
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Canine, Jay D
 Employee Number : 637400

Project	Task	Type	SAT 12-JUL	SUN 13-JUL	MON 14-JUL	TUE 15-JUL	WED 16-JUL	THUR 17-JUL	FRI 18-JUL	Total
05401252 SURVCON GENERAL OVERHEAD	90 CORPORATE OVERHEAD	Regular Hrs	0.00	0.00	0.00	0.00	8.00	0.00	0.00	10.00
05401257 SURVCON BUSINESS DEVELOPMENT	90 CORPORATE	Regular Hrs	0.00	0.00	4.00	0.00	0.00	4.00	2.00	10.00
05401258 SURVCON PRICING & PROPOSAL	90 CORPORATE	Regular Hrs	0.00	0.00	1.00	0.00	0.00	1.00	1.00	3.00
60023531 ES VALLEY LODGE PKWY	01 DESIGN WSD	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60026451 ES VALLEY LODGE PKWY DESIGN	11 PKWY DESIGN	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60044046 COE CORBUS CHRISTI CHANNEL PRJ	11 Task 11	Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60044995 FM 76 (NORTH LOOP)	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60043464 CRECHD FLAT - ICB (TAXABLE)	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60043468 GLWM FORT ISABEL TO MUD FLATS	11 Task 11	Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60045943 STAFFORD RD - REFLAG ROW	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60045650 2-AC DAYCARE BOUNDARY	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60045884 FONN VILLAS COH	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
60046014 SIMONTON SURVEY - ICB	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046163 LIVING WORD CHURCH TOPO SURVEY	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50
60046232 ES 038 CLR	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60046520 SHELL ALTA/ACSM SURVEY UPDATE	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50
60046620 13.71 AC SCHOOL #3 BNDY-TAX	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60046703 MD ANDERSON EXPANSION TOFO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50
60046704 IH WHARFON BUSINESS PARK	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50
60046727 HDM MARKET SQUARE PARK	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046882 ES 37 WSD DESIGN	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60046958 BUFFALO BAYOU BOATS - ICB	11 Task 11	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

Canine, Jay D

Knodell, Steve

Employee Signature

Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 21-JUN-08 - 27-JUN-08
 Organization : 35.SURVCON INC.USHOU1.0002
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Davies, Jacquelyn K
 Employee Number : 630054

Project	Task	Type	SAT 21-JUN	SUN 22-JUN	MON 23-JUN	TUE 24-JUN	WED 25-JUN	THUR 26-JUN	FRI 27-JUN	Total
05401252 SURVCON GENERAL OVERHEAD	10 HOUSTON OFFICE	Regular Hrs	0.00	0.00	6.50	7.00	6.00	8.00	3.00	30.50
60046093 MUD 2 ALIEF PARK MANHOLE	11 Task 11	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60046163 LIVING WORD CHURCH TOPO SURVEY	11 Task 11	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60046165 LIVING WORD CHURCH BOUNDARY	11 Task 11	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60046227 ES35 RESTAKE	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60046230 WTP TOFO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60046232 ES 038 CLR	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60046234 VALLEY LODGE PRWY M-B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60046450 LIBYA TRAINING	01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60046475 HUGH RD HCPCD ESMNTS - ICB	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

Davies, Jacquelyn K
 Employee Signature _____
 Approver For Employee Signature _____
 Canine, Jay D
 Approver Signature _____

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 05-JUL-08 - 11-JUL-08
Organization : 35.SURVCON INC.USHOUL1420
Assign Category : A - Full Time
Employee Category : Exempt
Work Schedule :

Employee Name : Gove, Linda J
Employee Number : 643533

Project : 50045406 FALLBROOK ROAD TORO
600 FALLBROOK ROAD TORO

Task : 01 OFFICE STAFF
01 OFFICE STAFF

Type : Regular Hrs
Regular Hrs

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
05-JUL 0.00 0.00	06-JUL 0.00 0.00	07-JUL 8.00 0.00	08-JUL 6.50 1.50	09-JUL 6.50 1.50	10-JUL 0.00 8.00	11-JUL 0.00 8.00	21.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Gove, Linda J
Employee Signature

Approver For Employee Signature

Knodell, Steve
Approver Signature

Total Regular Hours : 40.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Gowe, Linda J
 Employee Number : 643533

Project :
 60045249 CRSM 23 LOTS - ICB (TAXABLE)
 60045406 FALLBROOK ROAD TOPO
 60046527 OLD RICHMOND ROAD
 60046878 CRSM WW NO. 5 175' SSE

Type	SAT 12-JUL	SUN 13-JUL	MON 14-JUL	TUE 15-JUL	WED 16-JUL	THUR 17-JUL	FRI 18-JUL	Total
Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	5.00	8.00	6.00	8.00	4.00	31.00
Regular Hrs	0.00	0.00	2.00	0.00	1.00	0.00	4.00	7.00
Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

Gowe, Linda J

 Employee Signature

Canine, Jay D

 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

 Approver For Employee Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 19-JUL-08 - 25-JUL-08
 Organization : 35.SURVCON INC.USH001.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Gowe, Linda J
 Employee Number : 643533

Project :
 60022570 WOODLANDS MALL EASEMENTS
 60043073 GALLERIA CONDO REVISIONS
 60043406 FALLBROOK ROAD TOPO
 60046527 OLD RICHMOND ROAD

Type	SAT 19-JUL	SUN 20-JUL	MON 21-JUL	TUE 22-JUL	WED 23-JUL	THUR 24-JUL	FRI 25-JUL	Total
Regular Hrs	0.00	0.00	0.00	0.00	1.00	8.00	4.00	13.00
Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00
Regular Hrs	0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00
Regular Hrs	0.00	0.00	5.00	8.00	7.00	0.00	0.00	20.00
Total:	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00

Gowe, Linda J

Employee Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

Approver For Employee Signature

Canine, Jay D

Approver Signature

ASCOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 05-JUL-08 - 11-JUL-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :
 Employee Name : McAllister Jr, James B
 Employee Number : 637171

Project	Task	Type	SAT 05-JUL	SUN 06-JUL	MON 07-JUL	TUE 08-JUL	WED 09-JUL	THUR 10-JUL	FRI 11-JUL	Total
60040620	12 PILOT PROJECT SITE	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
60044014	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.50	0.50	0.50	0.50	0.50	2.50
60044087	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60045406	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60045884	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00
60046043	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046156	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046163	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046232	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046520	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046520	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046703	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046704	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046727	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046820	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046846	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046882	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046945	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046946	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046948	11 STAKE CONTROLS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046950	11 STAKE CONTROLS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046958	11 task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

McAllister Jr, James B
 Employee Signature

Knodell, Steve
 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 28-JUN-08 - 04-JUL-08
 Organization : 35.SURVCON INC.USHOV1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McAllister Jr, James B
 Employee Number : 637171

Project	Task	Type	SAT 28-JUN	SUN 29-JUN	MON 30-JUN	TUE 01-JUL	WED 02-JUL	THUR 03-JUL	FRI 04-JUL	Total
60023531	ES VALLEY LODGE PKWY	Regular Hrs	0.00	0.00	0.00	0.00	4.00	1.00	0.00	5.00
60023875	WEST OREM EXTENSION TOPO	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60040401	SOUTHMORE AVE ADD'L TOPO	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60044014	HCFCO ELDRIDGE DET SEG 20	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.50	0.00	1.50
60044683	GREATWOOD M-B	Regular Hrs	0.00	0.00	0.00	0.00	0.00	2.50	0.00	2.50
60045580	EMBARO KWD	Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00
60045884	FONN VILLAS COH	Regular Hrs	4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
60046095	MAC GREGOR @ SH 288 WA #1	Regular Hrs	0.00	0.00	0.50	0.50	0.00	0.00	0.00	1.00
60046163	LIVING WORD CHURCH TOPO SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.50	0.00	1.00
60046232	ES 038 CLR	Regular Hrs	0.00	0.00	1.00	1.00	0.00	0.00	0.00	3.00
60046520	SHELL ALTA/ACSM SURVEY UPDATE	Regular Hrs	0.00	0.00	0.50	0.50	0.00	0.00	0.00	1.00
60046527	OLD RICHMOND ROAD	Regular Hrs	1.00	0.00	0.00	0.00	0.00	0.50	0.00	1.50
60046616	CRSW 9 PAV (TCB)	Regular Hrs	0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00
60046620	13.71 AC SCHOOL #3 BNDY-TAX	Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60046666	CINCO RANCH BLVD PP TOPO-TCB	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60046676	ES 41 DESIGN PAV	Regular Hrs	0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00
60046702	CRB FSL PAV	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60046703	MD ANDERSON EXPANSTION TOPO	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60046704	TH WHARTON BUSINESS PARK	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
03531001	35.SUR-Fringe Hours	Holiday Hrs	0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00

Total: 5.00 0.00 6.00 6.50 8.00 6.50 8.00 8.00 40.00

Worley, Teresa Y
 Approver For Employee Signature

Knodell, Steve
 Approver Signature

Employee Signature
 Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 19-JUL-08 - 25-JUL-08
 Organization : 35.SURVCON INC.USHOUL1420
 Assign Category : A - Full time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McAllister Jr, James B
 Employee Number : 637171

Project	Task	Type	SAT 19-JUL	SUN 20-JUL	MON 21-JUL	TUE 22-JUL	WED 23-JUL	THUR 24-JUL	FRI 25-JUL	Total
60038950	EAGLE SPRINGS 33 LOTS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60040620	BUFFALO BAYOU	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60042212	NHCRA PROJ 1A-3, MONUMENTS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60044259	CRSW 32 14' UE M-B	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60044367	CRSW 13 LOT RESTAKE	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60045980	EMBARQ RWD	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60045984	FONN VILLAS COH	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.50
60046527	OLD RICHMOND ROAD	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60046704	TH WHARTON BUSINESS PARK	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50
60046983	ES 42 WSP DESIGN	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
60046945	CRSW 31 PLAT M-B	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60046953	19.4-AC WHEELS BNDY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
60046958	BUFFALO BAYOU BOAIS - ICB	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
60047268	HOLLISTER RD INTERSECTION STK	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
60047312	CRSW 35 B-H	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047314	ES 41 CLEARING LIMITS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047315	WW 4 STAKING	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047362	HURRICANE PREPARATION	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047365	HISD SCHOOL SITE	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047408	CONTI STREET FINALIZE EXHIBITS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047412	MCMUD 6 WATER PLANT TOPO-ICB	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047415	GW 4-AC BNDY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
60047419	KINGWOOD EXEC DR ST DED PLAT	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

McAllister Jr, James B
 Employee Signature _____
 Approver For Employee Signature _____
 Canine, Jay D
 Approver Signature _____

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 28-JUN-08 - 04-JUL-08
 Organization : 35.SURVCON INC.USHOUI.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project	Task	Type	SAT 28-JUN	SUN 29-JUN	MON 30-JUN	TUE 01-JUL	WED 02-JUL	THUR 03-JUL	FRI 04-JUL	Total
05401258 SURVCON PRICING & PROPOSAL	10 HOUSTON	Regular Hrs	0.00	0.00	2.00	1.00	2.00	1.00	0.00	6.00
60004735 FISH CREEK MCALEB PAP	01 OFFICE STAFF	Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60040401 SOUTHWORE AVE ADD'L TOPO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	1.00	1.00	0.00	0.00	0.00	2.00
60044995 FM 76 (NORTH LOOP)	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	2.00	5.00	3.00	4.00	0.00	14.00
60045406 FALLBROOK ROAD TOPO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60045643 STAFFORD RD - REFLAG ROW	01 OFFICE STAFF	Regular Hrs	0.00	0.00	1.00	0.00	0.00	1.00	0.00	2.00
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	1.00	0.00	2.00	1.00	0.00	4.00
60046618 CABIR BUILDING TIES	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	1.00	0.00	2.00
03531001 35.SUR_Fringe Hours	40 Holiday	Holiday Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
Total:			0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00

McKittrick, Wayne J

Employee Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 8.00

Approver for Employee Signature

Knodell, Steve

Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 05-JUL-08 - 11-JUL-08
 Organization : 35-SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project : 05401258 SURVCON PRICING & PROPOSAL
 60049401 SOUTHMORE AVE ADD'L TOPO
 60044995 FM 76 (NORTH LOOP)
 60045406 FALLBROOK ROAD TOPO
 60045643 STAFFORD RD - FEE/AG ROW
 60045647 OLD FISHCROCK ROAD
 60046618 CABIR BUILDING TIES

Type	SAT	SUN	MON	TUE	WED	THUR	FRI	Total
Regular Hrs	0.00	0.00	1.00	2.00	0.00	2.00	1.00	6.00
Regular Hrs	0.00	0.00	1.00	1.00	0.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	2.50	2.00	4.00	3.00	4.00	15.50
Regular Hrs	0.00	0.00	1.00	0.00	1.00	0.00	1.00	3.00
Regular Hrs	0.00	0.00	0.00	1.00	2.00	1.00	0.00	4.00
Regular Hrs	0.00	0.00	2.00	2.00	1.00	2.00	2.00	11.00
Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

McKittrick, Wayne J
 Employee Signature

Knodel, Steve
 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USHOUL1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :
 Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project : 08401258 SURVCON PRICING & PROPOSAL
 Task : 10 HOUSTON
 01 OFFICE STAFF
 130.01 OFFICE PERSONNEL
 01 OFFICE STAFF
 01 OFFICE STAFF
 10 PTO

Type	SAT 12-JUL	SUN 13-JUL	MON 14-JUL	TUE 15-JUL	WED 16-JUL	THUR 17-JUL	FRI 18-JUL	Total
Regular Hrs	0.00	0.00	1.00	2.00	0.00	1.00	1.00	5.00
Regular Hrs	0.00	0.00	0.00	0.00	2.00	0.00	1.00	3.00
Regular Hrs	0.00	0.00	2.00	3.00	3.00	3.00	2.00	13.00
Regular Hrs	0.00	0.00	0.00	2.00	2.00	2.00	1.00	10.00
Regular Hrs	0.00	0.00	2.00	1.00	1.00	1.00	1.00	6.00
PTO	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

McKittrick, Wayne J

Employee Signature

Total Regular Hours : 37.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 3.00

Approver For Employee Signature

Knodell, Steve

Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 19-JUL-08 - 25-JUL-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project : 05401258 SURVCON PRICING & PROPOSAL
 60022570 WOODLANDS MALL EASEMENTS
 60042212 NHCWA PROJ 1A-3, MONUMENTS
 60044995 FM 76 (NORTH LOOP)
 60046527 OLD RICHMOND ROAD

Task : 10 HOUSTON
 01 OFFICE STAFF
 01 OFFICE STAFF
 130.01 OFFICE PERSONNEL
 01 OFFICE STAFF

Type	SAT 19-JUL	SUN 20-JUL	MON 21-JUL	TUE 22-JUL	WED 23-JUL	THUR 24-JUL	FRI 25-JUL	Total
Regular Hrs	0.00	0.00	1.00	0.00	0.00	1.00	0.00	2.00
Regular Hrs	0.00	0.00	0.00	1.00	1.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	1.00	1.00	0.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	5.00	5.00	6.00	5.00	7.00	29.00
Regular Hrs	0.00	0.00	1.00	1.00	1.00	1.00	1.00	5.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

McKittrick, Wayne J
 Employee Signature :
 Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 0.00

 Approver For Employee Signature :
 Canine, Jay D
 Approver Signature :

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

05-JUL-08 - 11-JUL-08
35.SURVCON INC.USH01.1420
A - Full Time
Non Exempt

Employee Name : Quinones, Mario
Employee Number : 638441

Task
130.01 OFFICE PERSONNEL
01 OFFICE STAFF
01 OFFICE STAFF
130.01 OFFICE PERSONNEL
01 OFFICE STAFF
01 OFFICE STAFF

Project
60044955 FM 76 (NORTH LOOP)
60045406 FALLBROOK ROAD TOPO
60045643 STAFFORD RD - REFLAG ROW
60045095 MAC GREGOR & SH 248 WA #1
60045618 CABIR BUILDING TIES

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
05-JUL	06-JUL	07-JUL	08-JUL	09-JUL	10-JUL	11-JUL	
0.00	0.00	0.00	3.00	7.50	8.50	3.00	22.00
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
0.00	0.00	0.00	3.50	1.00	0.00	0.00	4.50
0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00
0.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50

Total: 0.00 0.00 8.00 8.00 8.50 7.00 40.00

Quinones, Mario
Employee Signature

Approver For Employee Signature

Knodell, Steve
Approver Signature

Total Regular Hours : 40.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USHOUL1.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Quinones, Mario
 Employee Number : 638441

Project :
 05401258 SURVCON PRICING & PROPOSAL
 60043073 GALLERIA CONDO REVISIONS
 60044995 FM 76 (NORTH LOOP)
 60045405 FALLBROOK ROAD TOPO
 60046527 OLD RICHMOND ROAD
 60046727 HMD MARKET SQUARE PARK
 60047080 CRSW 28 PAVING CONTROL
 03531001 35.SUR_Fringe Hours

Type	SAT 12-JUL	SUN 13-JUL	MON 14-JUL	TUE 15-JUL	WED 16-JUL	THUR 17-JUL	FRI 18-JUL	Total
Regular Hrs	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	0.00	0.00	7.00	6.00	13.00
Regular Hrs	0.00	0.00	3.50	1.50	0.00	0.00	0.00	5.00
Regular Hrs	0.00	0.00	1.00	0.50	0.00	0.00	0.00	1.50
Regular Hrs	0.00	0.00	1.50	3.50	0.00	0.00	2.00	7.00
Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	0.00	2.50	0.00	0.00	0.00	2.50
PTO	0.00	0.00	0.00	0.00	8.00	0.00	0.00	8.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Quinones, Mario

Employee Signature

Approver For Employee Signature

Canine, Jay D

Approver Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

AS PER ORIGINAL

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 19-JUL-08 - 25-JUL-08
 Organization : 35.SURVCON INC.USHOUL.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Quinones, Mario
 Employee Number : 638441

Project : 60022570 WOODLANDS MALL EASEMENTS
 60043073 GALLERIA CONDO REVISIONS
 60044995 FM 76 (NORTH LOOP)
 60046527 OLD RICHMOND ROAD
 60046527 OLD RICHMOND ROAD

Task	Type	SAT 19-JUL	SUN 20-JUL	MON 21-JUL	TUE 22-JUL	WED 23-JUL	THUR 24-JUL	FRI 25-JUL	Total
01 OFFICE STAFF	Regular Hrs	0.00	0.00	1.50	2.00	0.50	0.50	0.00	4.50
01 OFFICE STAFF	Regular Hrs	0.00	0.00	4.00	1.50	0.00	0.50	0.00	6.00
130 01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	3.00	6.00	0.50	0.00	0.00	9.50
01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	8.00	9.50	1.50	20.00
01 OFFICE STAFF	Ot 1.5 Hrs	0.00	0.00	0.00	0.00	0.00	0.00	6.50	6.50

Total: 0.00 0.00 8.50 10.50 9.00 10.50 8.00 46.50

Quinones, Mario

Canine, Jay D

Employee Signature

Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 6.50
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 05-JUL-08 - 11-JUL-08
Organization : 35 SURVCON INC.USHOUL1420
Assign Category : A - Full Time
Employee Category : Non Exempt
Work Schedule :

Employee Name : Sasso, Kay A
Employee Number : 636801

Project : ~~XXXXXXXXXXXXXXXXXXXX~~ REINHOLD ROAD

Task : 01 OFFICE STAFF

Type : Regular Hrs

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
05-JUL 0.00	06-JUL 0.00	07-JUL 8.00	08-JUL 8.00	09-JUL 8.00	10-JUL 8.00	11-JUL 8.00	40.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Sasso, Kay A

Employee Signature

Total Regular Hours : 40.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00

Knodel, Steve

Approver Signature

ASCOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
Organization : 35-SURVCON INC.USHO01.1420
Assign Category : A - Full Time
Employee Category : Non Exempt
Work Schedule :
Employee Name : Sasso, Kay A
Employee Number : 636801

Project : 60045249 CRSW 23 LOTS - TCB (TAXABLE)
6004527 OLD RICHMOND ROAD
60047080 CRSW 28 PAVING CONTROL

Task : 01 OFFICE STAFF
01 OFFICE STAFF
11 Task 11

Type : Regular Hrs
Regular Hrs
Regular Hrs

SAT 12-JUL 13-JUL 14-JUL 15-JUL 16-JUL 17-JUL 18-JUL FRI
0.00 0.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00 0.00 0.00 0.00 0.00 0.00

SUN MON TUE WED THUR FRI
0.00 1.50 7.00 8.00 8.00 8.00
0.00 6.50 1.00 0.00 0.00 0.00
0.00 0.00 0.00 0.00 0.00 0.00
0.00 0.00 0.00 0.00 0.00 0.00

Total: 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Sasso, Kay A
Employee Signature

Approver For Employee Signature

Canine, Jay D
Approver Signature

Total Regular Hours : 40.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

19-JUL-08 - 25-JUL-08
35. SURVCON INC. USH001.1420
A - Full Time
Non Exempt

Sasso, Kay A
636801

Project :
60045122 CRECTD W-B
60046527 OLD RICHMOND ROAD

Task :
01 OFFICE STAFF
01 OFFICE STAFF

Type :
Regular Hrs
Regular Hrs

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
19-JUL	20-JUL	21-JUL	22-JUL	23-JUL	24-JUL	25-JUL	
0.00	0.00	0.00	0.00	0.00	0.50	8.00	8.50
0.00	0.00	8.00	8.00	7.00	8.50	0.00	31.50
Total:							40.00

Sasso, Kay A

Employee Signature

Total Regular Hours : 40.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00

Approver For Employee Signature

Canine, Jay D

Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 19-JUL-08 - 25-JUL-08
 Organization : 35.SURVCON INC.USHO01.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :
 Employee Name : Spradley, David H
 Employee Number : 638350

Project	Task	Type	19-JUL	SAT	SUN	MON	TUE	WED	THUR	FRI	Total
05401257 SURVCON BUSINESS DEVELOPMENT	40 DENVER BD	Regular Hrs	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00
05401258 SURVCON PRICING & PROPOSAL	10 HOUSTON	Regular Hrs	0.00	0.00	0.00	0.00	0.00	2.00	3.00	0.00	5.00
60039202 WA#3 SH-183 AERIAL MAPPING	150.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	2.00	2.00	2.00	2.00	3.00	1.00	10.00
60042212 NCRWA PROV IA-3, MONUMENTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	2.00	2.00	5.00
60044014 HCFCD ELDRIDGE DET SEG 20	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60046014 SIMONTON SURVEY - TCB	11 Task 11	Regular Hrs	0.00	0.00	0.00	2.00	1.00	0.00	0.00	2.00	5.00
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	3.00	2.00	0.00	0.00	0.00	5.00
60047362 HURRICANE PREPARATION	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	2.00	2.00	0.00	0.00	4.00
03531001 35_SUR_Fringe Hours	10 PTO	PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00
Total:			0.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00

Spradley, David H
 Employee Signature
 Spradley, David H
 Approver Signature

Total Regular Hours : 37.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 3.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USH001.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Spradley, David H
 Employee Number : 638330

Project	Task	Type	SAT 12-JUL	SUN 13-JUL	MON 14-JUL	TUE 15-JUL	WED 16-JUL	THUR 17-JUL	FRI 18-JUL	Total
05401258	SURVCON PRICING & PROPOSAL	Regular Hrs	0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00
60019719	US290-FC150 SURVEY/PHOTOGRAM	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60027004	CITY PARK DRAINAGE RESERVES	Regular Hrs	0.00	0.00	0.50	1.00	0.00	0.00	0.00	0.50
60039202	WA#3 SH-183 AERIAL MAPPING	Regular Hrs	0.00	0.00	2.00	1.00	0.00	0.00	0.00	5.00
60044014	HCFCD ELDRIDGE DET SEG 20	Regular Hrs	0.00	0.00	0.50	0.50	0.50	0.00	0.00	2.00
60043104	STP 2008 WACTEC	Regular Hrs	0.00	0.00	1.00	0.50	0.00	0.00	0.00	1.50
60045406	FALLBROOK ROAD TOPO	Regular Hrs	0.00	0.00	1.50	0.00	0.00	0.00	0.00	1.50
60046014	SIMONTON SURVEY - TCB	Regular Hrs	0.00	0.00	0.50	0.50	0.00	0.00	0.00	1.00
60046520	SHELL ALTA/ACSM SURVEY UPDATE	Regular Hrs	0.00	0.00	0.00	0.50	2.00	0.00	0.00	2.50
60046527	OLD RICHMOND ROAD	Regular Hrs	0.00	0.00	0.50	0.50	0.50	0.00	0.00	2.00
60046704	TH WHARTON BUSINESS PARK	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.50	1.00
60046881	ES 37 PAV DESIGN	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.50	1.00
60046882	ES 37 WSD DESIGN	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.50	0.50	1.00
60046954	KIDS R KIDS DESIGN SURVEY	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60046956	BARRINGTON WALL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046996	CRSW WATER WELL PLANT CONTROL	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60047049	CRSW 27 PAV - TCB	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60047080	CRSW 28 PAVING CONTROL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60047125	GASMER RD. & DRYAD ST. STAKING	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60047201	CRSW 17 DRILL SITE	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60047202	CYPRESS CREEK LAKES WSD CNTRL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

 Spradley, David H
 Employee Signature

 Canine, Jay D
 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 12-JUL-08 - 18-JUL-08
 Organization : 35.SURVCON INC.USHOUL1420
 Assign Category : F - PT Fixed - 20 Hrs
 Employee Category : Exempt
 Work Schedule :

Employee Name : Strickland, William B
 Employee Number : 638175

Project :
 60040401 SOUTHWORE AVE ADD'L TOPO
 60044995 FM 76 (NORTH LOOP)
 60046527 OLD RICHMOND ROAD
 60046704 TH WHARTON BUSINESS PARK

Type
 Regular Hrs
 Regular Hrs
 Regular Hrs

Task
 01 OFFICE STAFF
 130.01 OFFICE PERSONNEL
 01 OFFICE STAFF
 11 Task 11

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
12-JUL	13-JUL	14-JUL	15-JUL	16-JUL	17-JUL	18-JUL	
0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00
0.00	0.00	0.00	1.00	2.00	0.00	0.00	3.00
0.00	0.00	0.00	0.00	3.00	1.00	0.00	4.00
0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00

Total: 0.00 0.00 0.00 3.00 5.00 3.00 0.00 11.00

Strickland, William B

Canine, Jay D

Employee Signature

Approver Signature

Total Regular Hours : 11.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 21-JUN-08 - 27-JUN-08
Organization : 35.SURVCON INC.USHOUI.1420
Assign Category : F - PI Fixed - 20 Hrs
Employee Category : Exempt
Work Schedule :
Employee Name : Strickland, William B
Employee Number : 638175

Project : 6004695 FM 76 (NORTH LOOP)
6004695 MAC GREGOR @ SH 288 WA #1
6004650 LIBYA TRAINING
60046527 OLD RICHMOND ROAD
Task : 130.01 OFFICE PERSONNEL
130.01 OFFICE PERSONNEL
01 OFFICE PERSONNEL
01 OFFICE STAFF

Type	SAT	SUN	MON	TUE	WED	THUR	FRI	Total
Regular Hrs	0.00	0.00	2.00	0.00	1.00	0.00	0.00	3.00
Regular Hrs	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00
Regular Hrs	0.00	0.00	1.00	4.00	0.00	0.00	0.00	5.00
Regular Hrs	0.00	0.00	4.00	3.00	5.00	4.00	4.00	20.00

Total: 0.00 0.00 7.00 7.00 7.00 5.00 4.00 30.00

Strickland, William B
Employee Signature

Canine, Jay D
Approver Signature

Total Regular Hours : 30.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 0.00



SURVCON INC.

J. Gow
Signature

643533
Emp. No.

Lynn Gow
Employee Name
July 11, 2008
Week Ending Date

COMPUTER LOG

Project Description	Level 1		Level 2		Level 3		SAT	SUN	MON	TUES	WED	THURS	FRI	TOTAL	PLOTS				
	Co.	Project #	Phase	Task	CAD/PC	CAD/PC									CAD/PC	CAD/PC	CAD/PC	CAD/PC	V
RICHMOND ROAD		6004652								1.5	1.5	8.0	8.0	21.0					
FALLBROOK DRIVE		60045406		1					8.0	6.5	6.5			0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
														0.0					
TOTAL HOURS							0.0	0.0	8.0	8.0	8.0	8.0	8.0	40.0					

AS PER ORIGINAL



SURVCON INC.

Mario Quinones
Signature

638441
Emp. No.

Mario Quinones
Employee Name

07/11/08

Week Ending Date

COMPUTER LOG

Project Description	Level 1		Level 2	Level 3	Level 4	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTAL	PLOTS			
	Co.	Project #	Phase	Task	Subtask									V	M	B	BL
Old Richmond		60046527											0.0				
TxDOT El Paso-FM 76		60044995		130.01									0.0				
Vaughn - Cabir		60046618		01									0.0				
TxDOT Houston-MacGregor/288		60046095		130.01									0.0				
Stafford Road		60045643		01									0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
													0.0				
TOTAL HOURS						0.0	0.0	0.0	0.0	0.0	4.5	0.0	4.5	0.0	4.0	0.0	18.0



SURVCON INC.

COMPUTER LOG

[Signature]
Signature

643533 Emp. No.
Lynn Gowe Employee Name
July 25, 2008 Week Ending Date

Project Description	Level 1		Level 2		Level 3		SAT CAD/PC	SUN CAD/PC	MON CAD/PC	TUES CAD/PC	WED CAD/PC	THURS CAD/PC	FRI CAD/PC	TOTAL CAD/PC	PLOTS		
	Co.	Project #	Phase	Task	V	M									B	BL	
RICHMOND ROAD		60046527		1				5.0	8.0	7.0				20.0			
FALLBROOK DRIVE		60045408		1				3.0						3.0			
WOODLANDS MALL		60022570		1						1.0	8.0	4.0		13.0			
GALLERIA		60043073		1									4.0	4.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
														0.0			
TOTAL HOURS							0.0	8.0	8.0	8.0	8.0	8.0	8.0	40.0			

AS PER ORIGINAL



SURVCON INC.

COMPUTER LOG

Mario Quinones
 Signature

638441
 Emp. No.

Mario Quinones
 Employee Name

07/25/08
 Week Ending Date

Project Description	Level 1		Level 2	Level 3	Level 4	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTAL	PLOTS					
	Co.	Project #												Phase	Task	Subtask	V	M	B
Old Richmond		60046527		01									0.0						
TxDOT El Paso-FM 76		60044995		130.01									0.0						
Galleria Condo Surveys		60043073		01									0.0						
Woodlands Mall Easements		60022570		01									0.0						
													0.0						
													0.0						
													0.0						
													0.0						
													0.0						
													0.0						
													0.0						
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													0.0						
													0.0						
TOTAL HOURS						0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0	23.0

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11/21/08

Submitted By: P.Batts

Court Agenda Date: 12/02/08

Department: Engineering

Phone Number: 281 633 7507

SUMMARY OF ITEM: Approve Payment of Invoice No. 10032022 (Pay Estimate No.2) in the amount of \$78,101.67 to TCB,Inc. regarding Old Richmond Road (from FM1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17558

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

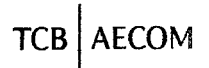
<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Wire Transfer Payment to:
 TCB
 An AECOM Company
 LaSalle Bank N.A.
 Chicago, IL
 Account Number 5800937020
 ABA Number 071000505
 SWIFT CODE LASLUS44

Remit Payment to:
 TCB
 1178 Paysphere Circle
 Chicago IL 60674



5757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599
 Telephone: 713-780-4100 Fax: 713-780-0838

Federal Tax ID No. 74-1358511

ATTN : Jess Hegemier
 FORT BEND COUNTY
 1124-52 Blume Road
 ROSENBERG, TX 77471

Invoice Date: November 7, 2008
 Invoice Number: 10032022

Agreement Number: 60046024
 Agreement Description: PO # 17558

Please reference Invoice Number and Project Number with Remittance

Project Number : 60046024 Project Name : Old Richmond Road
 Bill Through Date : 23-AUG-08 to 31-OCT-08

Phase Lump Sum:

Task Number	Description	Budget	%Comp	Earned	Previous	Current
1000.01	Old Richmond Road – Design	\$ 73,209.15	16.85%	\$ 12,338.57	\$ 1,384.40	\$ 10,954.17
1000.02	Old Richmond Road – Surveying	\$121,412.50	96.80%	\$ 117,532.46	\$ 50,384.96	\$ 67,147.50
Total Phase Lump Sum:		\$194,621.65	66.73%	\$129,871.03	\$51,769.36	\$78,101.67

Project Total : Old Richmond Road 78,101.67

Invoice Summaries

Total Current Amount :	78,101.67
Retention Amount :	0.00
Pre-Tax Amount :	78,101.67
Tax Amount :	0.00
Total Invoice Amount :	78,101.67

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billing Summary	78,101.67	51,769.36	129,871.03	194,621.65	66.73
Billing Total :	78,101.67	51,769.36	129,871.03		

Outstanding Invoices

Invoice Number	Invoice Date	Invoice Balance
10031201	19-SEP-08	51,769.36
Outstanding Total :		51,769.36

Established in 1946
 Engineering Excellence for Over One-Half Century

INTER COMPANY TRANSACTION COVER SHEET

TIMESTAMP

Billing company to complete the entire form:

- obtain A/P information directly from the receiving Opco including PO number
- attach all necessary back up and supporting documentation
- send originals to receiving Opco and a complete copy to ASG AP Simultaneously

Send to ASG Accounts Payable at:

AECOM Services Group
 Mack Haymon
 615 S. Flower Street, 3rd Floor
 Los Angeles, CA 90071-2201
 (213) 593-8058
 Email Inbox: AECOMSG - AP Inter-Co Invoices

PURPOSE OF INTER-COMPANY TRANSMITTAL.

FOR PROCESSING OF ACCOUNTS PAYABLE AND DOCUMENT IMAGING

Accounts Receivable had been processed by Provider (Billing) OpCo.

FOR DOCUMENT IMAGING ONLY.

Inter-project was properly set-up. Link between Billing (provider) and Receiving OPCO was established and fully operational.

BILLING COMPANY: SURVCON INC.	RECEIVING COMPANY: TCB (formerly Turner Collie & Braden)
ORIGINATOR'S NAME: Nancy Lowry	APPROVER'S NAME:
ADDRESS: 5757 WOODWAY, HOUSTON, TX	ADDRESS: 5757 WOODWAY, HOUSTON, TX
PHONE NUMBER: 713-780-4123	PHONE NUMBER: 713-780-4100
E-MAIL: nancy.lowry@survcon.com	E-MAIL:

Accounts Receivable Information		<input checked="" type="checkbox"/> INVOICE	<input type="checkbox"/> CREDIT MEMO		
CUSTOMER	TCB (formerly Turner Collie & Braden)	INVOICE DATE	09/09/08		
		DUE DATE	90 days		
TRANSACTION NUMBER	INVOICE NUMBER	PROJECT	RETENTION (OR IF LEFT BLANK EQUALS TO REGULAR INVOICE)	FC	INVOICE AMOUNT
	12009078	60046527			44,955.07
TOTAL INVOICE AMOUNT →					44,955.07

ACCOUNTS PAYABLE <input checked="" type="checkbox"/> VOUCHER		<input type="checkbox"/> DEBIT MEMO	P.O. NUMBER		
SUPPLIER (VENDOR)	1011 SURVCON INC	TOTAL COSTS →	44,955.07		
INVOICE NUMBER	12009078	DUE DATE	RETENTION →		
	Account Code For Other Than Direct Project	REQUIRED FIELDS FOR DIRECT PROJECT			
VOUCHER NUMBER	GL ACCOUNT CODE	PROJECT CODE	EXPEDITURE TYPE	FC	INVOICE AMOUNT
	OPCOIE LOC DEPT ACCT TY FUT 00000 000 0000 000000 00 0000				
		60046024.01000.02	SUBC-Inter Project Manual Bill		44,955.07
TOTAL INVOICE AMOUNT →					44,955.07

Wire Transfer Payment to:
SURVCON INC.
 An AECOM Company
 LaSalle Bank N.A.
 Chicago, IL
 Account Number 5800937020
 ABA Number 071000505
 SWIFT CODE LASLUS44

Remit Payment to:
SURVCON INC.
 1178 Paysphere Circle
 Chicago IL 60674



6757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599
 Telephone: 713-780-4123 Fax: 713-267-3173

Federal Tax ID No. 74-1789294

ATTN : . ACCOUNTS PAYABLE
 TCB INC.
 5757 WOODWAY DR
 HOUSTON, TX 77057

Invoice Date: 09-SEP-08
 Invoice Number: 12009078

Agreement Number: 60046527
 Agreement Description:

Please reference Invoice Number and Project Number with Remittance

Project Number : 60046527 Project Name : OLD RICHMOND ROAD
 Bill Through Date : 26-JUL-08 to 22-AUG-08
 60046024.01000.02, TCB PM KEVIN KRAHN

Task Number : 01

Task Name : OFFICE STAFF

Labor Bill Rate

Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt
Canine, Jay D	Management - Executive		2.50	274.5480	686.37
Gowe, Linda J	Technician		114.50	101.9328	11,671.31
McAllister Jr, James B	Survey Manager I		6.50	136.9262	890.02
McKittrick, Wayne J	Survey Manager II		16.00	152.5012	2,440.02
Quinones, Mario	Technician		75.00	98.3476	7,376.07
Sasso, Kay A	Technician		56.00	89.8770	5,033.11
Total Labor Bill Rate			270.50		28,096.90

Unit Billing

Expenditure Type	Description	Date	Quantity	UOM	Bill Rate	Billed Amt
Supply Computers per hour	COMPUTER	01-AUG-08	15.0	HOURS	12.0000	180.00
Supply Computers per hour	COMPUTER	08-AUG-08	50.0	HOURS	12.0000	600.00
Supply Computers per hour	COMPUTER	15-AUG-08	41.5	HOURS	12.0000	498.00
Supply Computers per hour	COMPUTER	22-AUG-08	55.0	HOURS	12.0000	660.00
Total Unit Billing						1,938.00

Reimbursable

Expenditure Type	Employee/Vendor Name	Date	Inv Number	Raw Cost	Multiplier	Billed Amt
Mileage	Strickland, William B	15-AUG-08	ER081508	32.76	1.1000	36.04
Repro, Photo & Blueprint	Strickland, William B	15-AUG-08	ER081508	75.00	1.1000	82.50
Total Reimbursable				107.76		118.54

Task Total : OFFICE STAFF

30,153.44

Task Number : 02

Task Name : FIELD STAFF

Labor Bill Rate

Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt
Ball, Steven R	Three-Person Field Crew		32.00	125.0000	4,000.00
Ball, Steven R	Two-Person Field Crew		10.00	100.0000	1,000.00
Ball, Steven R	Three-Person Field Crew		6.00	125.0000	750.00
Hensley, Luther	Three-Person Field Crew		46.50	125.0000	5,812.50
Hensley, Luther	Two-Person Field Crew		14.00	100.0000	1,400.00
Hensley, Luther	Two-Person Field Crew		7.00	100.0000	700.00
Total Labor Bill Rate			115.50		13,662.50

Unit Billing		Date	Quantity	UOM	Bill Rate	Billed Amt
Expenditure Type	Description					
Hourly charges for survey equipment	TOTAL STATION	28-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	30-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	31-JUL-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	01-AUG-08	8.0	HOURS	7.0000	56.00
Hourly charges for survey equipment	TOTAL STATION	04-AUG-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	06-AUG-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	11-AUG-08	9.0	HOURS	7.0000	63.00
Hourly charges for survey equipment	TOTAL STATION	12-AUG-08	9.5	HOURS	7.0000	66.50
Hourly charges for survey equipment	TOTAL STATION	15-AUG-08	7.0	HOURS	7.0000	49.00
Hourly charges for survey equipment	TOTAL STATION	18-AUG-08	10.0	HOURS	7.0000	70.00
Hourly charges for survey equipment	TOTAL STATION	19-AUG-08	8.0	HOURS	7.0000	56.00
Hourly charges for survey equipment	TOTAL STATION	20-AUG-08	5.5	HOURS	7.0000	38.50
Hourly charges for survey equipment	TOTAL STATION	21-AUG-08	8.5	HOURS	7.0000	59.50
Supply or Transfer Charges	SUPPLY CHARGES	28-JUL-08	4.20	EACH	1.1000	4.62
Supply or Transfer Charges	SUPPLY CHARGES	11-AUG-08	1.28	EACH	1.1000	1.41
Vehicle mileage charges	MILEAGE	28-JUL-08	43.0	EACH	0.6000	25.80
Vehicle mileage charges	MILEAGE	30-JUL-08	43.0	EACH	0.6000	25.80
Vehicle mileage charges	MILEAGE	31-JUL-08	45.0	EACH	0.6000	27.00
Vehicle mileage charges	MILEAGE	01-AUG-08	45.0	EACH	0.6000	27.00
Vehicle mileage charges	MILEAGE	04-AUG-08	43.0	EACH	0.6000	25.80
Vehicle mileage charges	MILEAGE	06-AUG-08	43.0	EACH	0.6000	25.80
Vehicle mileage charges	MILEAGE	11-AUG-08	40.0	EACH	0.6000	24.00
Vehicle mileage charges	MILEAGE	12-AUG-08	41.0	EACH	0.6000	24.60
Vehicle mileage charges	MILEAGE	15-AUG-08	37.0	EACH	0.6000	22.20
Vehicle mileage charges	MILEAGE	18-AUG-08	41.0	EACH	0.6000	24.60
Vehicle mileage charges	MILEAGE	19-AUG-08	40.0	EACH	0.6000	24.00
Vehicle mileage charges	MILEAGE	20-AUG-08	36.0	EACH	0.6000	21.60
Vehicle mileage charges	MILEAGE	21-AUG-08	44.0	EACH	0.6000	26.40
Total Unit Billing						1,139.13

Task Total : FIELD STAFF 14,801.63

Project Total : OLD RICHMOND ROAD 44,955.07

Invoice Summaries

Total Current Amount :	44,955.07
Retention Amount :	0.00
Pre-Tax Amount :	44,955.07
Tax Amount :	0.00
Total Invoice Amount :	44,955.07

Billing Summaries

Billing Summary	Current	Prior	Total	Limit	Remain
Billing Summary	44,955.07	45,804.51	90,759.58	110,375.00	19,615.42
Billing Total :	44,955.07	45,804.51	90,759.58		



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	Wed.										
	7-30-08										
WEATHER	9/6-95°	PC	637087	S. Ball	Hov	10			7:00	5:30	
TRUCK TAG	90D B57	IM	637673	S. Saavedra	Hov	10			7:00	5:30	
PROJ. DEPT.	Hov	RM	647578	P. Salaman	Hov	10			7:00	5:30	
LAST 5 DIGITS OF GAS CREDIT CARD	60137	RM									
TOTAL HOURS						30					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME
				ACTUAL	EST.	IN	OUT			
1	60046527	02		30	10	59463	59420	43	731	8:40 4:40 W
2										
3										
TOTAL HOURS MUST TIE TO ABOVE				30				43		

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T. POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
1268422	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
332551	*L Laptop(H)	*GPS No. of GPS Receivers(H)
112383	*B Barge(D)	
	*SS Small Skiff w/o motor(D)	
	*SSM Small Skiff w/motor(D)	
	*LSM Large Skiff w/Motor(D)	
	*SDTE Shallow Draft Twin Engine(D)	

Additional serial # information put in box below. ↓

PROJECT NAME: Old Birchwood Rd.;

Progress & Remarks regarding day: Made 330 Topo Ties East of FM 1464.

PARTY CHIEF: [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. | OFFICER: [Signature]



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	INIT	TIME / OFFICE		PER DIEM
						ACTUAL	EST.			ARRIVE	RETURN	
	7-31-08	PC	637087	S. Ball	Hov	10			SBB	7:00	5:25	
	900-857	IM	637673	S. Saavedra	Hov	10				7:00	5:25	
	Hov	RM	649578	P. Solomon	Hov	10			P.S.	7:00	5:25	
	60137	RM										
TOTAL HOURS						30						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	60046527	02		30	30	59	62	45	731	8:25	4:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				30				45			

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)	SERIAL NO.	SERIAL NO.
Level (NC)	332551	*L Laptop(H)
Total Station(H)	12-583	*B Barge(D)
Robotic Total Station(H)		*SS Small Skiff w/o motor(D)
Digital Level(H)		*SSM Small Skiff w/motor(D)
Electronic Pipe Locator(H)		*LSM Large Skiff w/Motor(D)
High Definition Scanner(H)		*SDTE Shallow Draft Twin Engine(D)
*ATV All-Terrain Vehicle(D)		
*GPS No. of GPS Receivers(H)		

Additional serial # information put in box below. ↓

PROJECT NAME: Old Richmond Rd.

Progress & Remarks regarding day: Made (240) Topo Ties East of Pecan Acres Dr.

Set, checked and ran elev. to U.I. P.O.H.

PARTY CHIEF: Steve R. Ball

PROJECT MANAGER: [Signature]

OFFICE MGR. | OFFICER: [Signature]



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		TIME / OFFICE		PER DIEM	
						ACTUAL	EST.	ARRIVE	RETURN		\$
	<i>Fr</i>										
	8-1-08										
WEATHER	PC	637087	S. Ball	Hov		8	8	7:00	3:30		
TRUCK TAG	IM	637673	S. Seavelle	Hov		8	8	7:00	3:30		
PROJ. DEPT.	RM	639495	K. Parker	Hov		8	8	7:00	3:30		
LAST 5 DIGITS OF GAS CREDIT CARD											
	60137										
TOTAL HOURS						24	24				

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.
1	6004527	02		24	24	59519	59507	731	8:00	2:45
2										
3										
TOTAL HOURS MUST TIE TO ABOVE				24	24					

	IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T- POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1														
2														
3														

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.		SERIAL NO.	
SERIAL NO.	DESCRIPTION	SERIAL NO.	DESCRIPTION	SERIAL NO.	DESCRIPTION
12882	*F Fathometer(D)		*ATV All-Terrain Vehicle(D)		
33251	*L Laptop(H)		*GPS No. of GPS Receivers(H)		
112203	*B Barge(D)				
	*SS Small Skiff w/o motor(D)				
	*SSM Small Skiff w/motor(D)				
	*LSM Large Skiff w/motor(D)				
	*SDTE Shallow Draft Twin Engine(D)				

PROJECT NAME: *Old Richmond Rd. i*

Party Chief: *Steen R. Ball*

PROJECT MANAGER: *[Signature]*

OFFICE MGR. | OFFICER: *[Signature]*

Additional serial # information put in box below.

Progress & Remarks regarding day: *Made (300) Topo Ties near Red Gully, Ran elev. to pole #101*



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	Mon,	8-4-08	cl-90	IM		PC	637087	S. Ball	Hvu	10			7:00	5:25		
		90D-857		RM		IM	637673	S. Saavedra	Hvu	10			7:00	5:25		
				RM		RM	649578	P. Selomen	Hvu	10			7:00	5:25		
TOTAL HOURS										30						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	T. POSTS	BRASS CAPS	OTHER	ARR.	DEP.
1	60046527	02		30	40	59548		43		733		7:50	4:45
2													
3													
TOTAL HOURS MUST TIE TO ABOVE				30				43					

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T. POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector(NC) J26622	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
Level (NC) 382557	*L Laptop(H)	*GPS No. of GPS Receivers(H)
Total Station(H) 112183	*B Barge(D)	
*RTS Robotic Total Station(H)	*SS Small Skiff w/o motor(D)	
*DL Digital Level(H)	*SSM Small Skiff w/motor(D)	
*EPL Electronic Pipe Locator(H)	*LSM Large Skiff w/Motor(D)	
*HDS High Definition Scanner(H)	*SDTE Shallow Draft Twin Engine(D)	

PROJECT NAME: Old Richmond Rd;
Party Chief: St. R. Ball
Progress & Remarks regarding day: Made (250) Topo Ties South of Pheasant Creek Dr.
Ran elevs to P.O. 102, 103, Trav. pt + 612.
PROJECT MANAGER: _____
OFFICE MGR. / OFFICER: _____



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
										ACTUAL	EST.		ARRIVE	RETURN	
	Mon, 7-28-08	cl-95	90-857	How	60137	PC	637087	S, Ball	How	10			7:00	5:30	
		90-857	How			IM	637613	S, Saavedra	How	10			7:00	5:30	
						RM									
						RM									
TOTAL HOURS										20					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #	TIME		
				ACTUAL	EST.	IN	OUT		TOTAL	ARR.	DEP.
1	60046527	02		20	10	59344	59301	731	43	8:50	4:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				20					43		

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
			10										4.20
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	DESCRIPTION	USAGE
J26822	Fathometer(D)	
332557	Laptop(H)	
112383	Barge(D)	
	Small Skiff w/o motor(D)	
	Small Skiff w/motor(D)	
	Large Skiff w/motor(D)	
	Shallow Draft Twin Engine(D)	

PROJECT NAME: Old Richmond Rd.

Additional serial # information put in box below. ↓

Additional serial #'s

PROJECT CHIEF: Steve R. Ball

PROJECT MANAGER: [Signature]

OFFICE MGR. [Signature] OFFICER [Signature]

Progress & Remarks regarding day: Searched for boundary rods at Cemetery, left Station and Rd. ROW, Set (1) traverse pt. End, and tied (3) Rods, cut 2nd of brush.



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.		ARRIVE	RETURN		\$
	Friday															
	08 1508															
		Hot				PC	639958	L. HENSLEY	Nov				7:00	6:00		
						IM	639985	K. PARKER	Nov				7:00	6:00		
						RM										
						RM										
TOTAL HOURS										22	18					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE	FIELD BOOK #	TIME
				ACTUAL	EST.			
1	60046527	02		14	18	70519	733	8:15 12:40
2	60048108	02		8		70530	537	12:30 5:30
3								
TOTAL HOURS MUST TIE TO ABOVE				22	18			

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1		26	29										
2		26	29		2 ROLLS				2				24.40
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector (NC) 63C20052	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
Level (NC) 421441	*L Laptop(H)	*GPS No. of GPS Receivers(H)
Total Station(H) 635307	*B Barter(D)	
Robotic Total Station(H)	*SS Small Skiff w/o motor(D)	
Digital Level(H)	*SSM Small Skiff w/Motor(D)	
Electronic Pipe Locator(H)	*LSM Large Skiff w/Motor(D)	
High Definition Scanner(H)	*SDTE Shallow Draft Twin Engine(D)	

Additional serial # information put in box below.

PROJECT NAME: OLD RICHMOND RD

Progress & Remarks regarding day: 100 VASS INTERSECTION

PROJECT MANAGER: US 39 APPORTMENTS

OFFICE MGR. OFFICER: STAKE SOUTH PROP. LINE

SET STAKES @ EACH POINT

DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	WED															
	0822208															
						PC	639958	L. HENSLEY	HOW	5.5			7:00	12:30		
						IM	64711	C WITTEWILL	HOW	5.5			7:00	12:30		
						RM										
						RM										
TOTAL HOURS										11						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL		FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT	ARR.	DEP.			
1	60046527	02		11	5.5	70647	70611	36		745	8:15	11:40
2												
3												
TOTAL HOURS MUST TIE TO ABOVE				11								

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	DESCRIPTION	USAGE
63020052	Data Collector (NC)	*F Fathometer (D)
403491	Level (NC)	Laptop (H)
655307	Total Station (H)	Barge (D)
	Robotic Total Station (H)	*SS Small Skiff w/o motor (D)
	Digital Level (H)	*SSM Small Skiff w/motor (D)
	Electronic Pipe Locator (H)	*LSM Large Skiff w/Motor (D)
	High Definition Scanner (H)	*SDTE Shallow Draft Twin Engine (D)

PROJECT NAME: OLD EICHMERS RD

Additional serial # information put in box below.

PROJECT CHIEF: W. J. [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. / OFFICER: [Signature]

Progress & Remarks regarding day: TOPD @ W. AIR POST BLVD

DAILY REPORT OF FIELD PARTY

DAY	THURS, 04/21/08		JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
	DATE	WEATHER					ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	RAINY	8-21-08	PC	639953	L. HENSLEY	Hov	8.5		LA	7:00	4:00		
	6761/k		IM	64711	C. WHITNEY	Hov	8.5		CW	7:00	4:00		
	Hov		RM										
			RM										
	20131												
TOTAL HOURS							17						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	BOOK #	ARR.	DEP.	
1	60046527	02		17	8.0	70691	70647	44	745	8:15	3:50
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				17							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T- POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

SERIAL NO.	INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)		SERIAL NO.	SERIAL NO.
	DATA COLLECTOR (NC)	LEVEL (NC)		
63020252	*F	Fathometer(D)	*ATV	All-Terrain Vehicle(D)
903441	*L	Laptop(H)	*GPS	No. of GPS Receivers(H)
655307	*B	Barge(D)		
	*SS	Small Skiff w/o motor(D)		
	*SSM	Small Skiff w/motor(D)		
	*LSM	Large Skiff w/Motor(D)		
	*SDTE	Shallow Draft Twin Engine(D)		

PROJECT NAME: OLD RICHMOND RA
Progress & Remarks regarding day: TAND INTEL, W. AIRPORT BLD
PROJECT MANAGER: INVERTS
OFFICE MGR. OFFICER: EL TO SMH 4861



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM	
										ACTUAL	EST.		ARRIVE	RETURN	\$	PD INIT.
	ADJ. 8-11-08	HOT	676Y107	ADV	2031	PC	63958	L. HENKLEY ✓	ADV	9			7:00	4:30		
						IM	63958	K. PARKER ✓	ADV	9			7:00	4:30		
						RM	64820	A. YANEZ ✓	ADV	9			7:00	4:30		
						RM										
TOTAL HOURS										27						

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	60046527	02		27	3pm	70319	70275	40	733	8:20	3:50
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				27							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
		1	2						1				1.28

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

	SERIAL NO.	SERIAL NO.
Data Collector(NC)	6362007	*F Fathometer(D)
Level(NC)	403441	*L Laptop(H)
Total Station(H)	655307	*B Barge(D)
Robotic Total Station(H)		*SS Small Skiff w/o motor(D)
Digital Level(H)		*SSM Small Skiff w/motor(D)
Electronic Pipe Locator(H)		*LSM Large Skiff w/Motor(D)
High Definition Scanner(H)		*SDTE Shallow Draft Twin Engine(D)
		*ATV All-Terrain Vehicle(D)
		*GPS No. of GPS Receivers(H)

Additional serial # information put in box below.

PROJECT NAME: **OLD RICHMOND ROAD**

Progress & Remarks regarding day: **TODD PHEASANT CREEK TO 78' ADJ. TO**

OFF CO. PIANO ROAD

SET FOR 107.108

LEVEL LOG # 107.108

Additional serial #'s

OFFICE MGR. OFFICER



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	12/12/08	PC	639958	L. HENKLEY	HDV	9.5			7:00	5:00	
		IM	639485	K. PARKER	HDV	9.5			7:00	5:00	
		RM	649826	A. YANEZ	HDV	9.5			7:00	5:00	
		RM									
TOTAL HOURS						28.5					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	BOOK #	ARR.	DEP.
1	60046527	02		28.5	3 hrs	70360	70319	41	733	8:00	4:00
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				28.5							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T- POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.
63022257	*F Fathometer(D)	*ATV All-Terrain Vehicle(D)
401441	*L Laptop(H)	No. of GPS Receivers(H)
655307	*B Barge(D)	
	*SS Small Skiff w/o motor(D)	
	*SSM Small Skiff w/motor(D)	
	*LSM Large Skiff w/Motor(D)	
	*SDTE Shallow Draft Twin Engine(D)	

PROJECT NAME: OLD RICHMOND RD

Party Chief: [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. / OFFICER: [Signature]

Additional serial #'s:

TOPO CORADO BAY

TO 600' NORTH ON OLD RICHMOND RD



DAILY REPORT OF FIELD PARTY

DAY	DATE	WEATHER	TRUCK TAG	PROJ. DEPT.	LAST 5 DIGITS OF GAS CREDIT CARD	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
										ACTUAL	EST.		ARRIVE	RETURN	
	08-18-08	HOT	67642	RM	20137	PC	63958	L. HEWLEY	Hov	10		LH	7:00	5:30	
			67642	IM		IM	64171	C. WHITWELL	Hov	10		CW	7:00	5:30	
				RM		RM	637637	T. MOSES	Hov	10		TM	7:00	5:30	
TOTAL HOURS										30					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	ARR.	DEP.	
1	60046527	02		30	10	70571	70530	41	795	8:15	4:40
2											
3	60046527										
TOTAL HOURS MUST TIE TO ABOVE				30							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.	SERIAL NO.	SERIAL NO.
*F Fathometer(D)	*ATV All-Terrain Vehicle(D)		
*L Laptop(H)	*GPS No. of GPS Receivers(H)		
*B Barge(D)			
*SS Small Skiff w/o motor(D)			
*SSM Small Skiff w/motor(D)			
*LSM Large Skiff w/Motor(D)			
*SDTE Shallow Draft Twin Engine(D)			

PROJECT NAME: OLA RECHMANA BOAA

Additional serial # information put in box below.

Progress & Remarks regarding day: TOPD LOSS ROAD TO 800 FT NORTH ON OLD RECHMANA BO

PARTY CHIEF: [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. | OFFICER: [Signature]



DAILY REPORT OF FIELD PARTY

DAY	DATE	JOB.	EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	TIME / OFFICE		PER DIEM
						ACTUAL	EST.		ARRIVE	RETURN	
	TUESDAY										
	08/19/08	PC	639958	L. HENSLEY	HOW	8		LH	7:00	3:30	
WEATHER	CLOUDY RAIN										
TRUCK TAG	676712	IM	637943	T. POWELL	HOW	8			7:00	3:30	
PROJ. DEPT.	HOW	RM	641711	C. WILSTWELL	HOW	8			7:00	3:30	
LAST 5 DIGITS OF GAS CREDIT CARD	20131	RM									
TOTAL HOURS						24					

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		FIELD BOOK #		TIME	
				ACTUAL	EST.	IN	OUT	TOTAL	BOOK #	ARR.	DEP.
1	60046527	02		24	3 AM	70611	70571	40	745	8:15	2:45
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				24							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL
1													
2													
3													

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

	SERIAL NO.	SERIAL NO.	SERIAL NO.
Data Collector (NC)	€ 1020052	*F	Fathometer (D)
Level (NC)	403491	*L	Laptop (H)
Total Station (H)	655307	*B	Barge (D)
Robotic Total Station (H)		*SS	Small Skiff w/o motor (D)
Digital Level (H)		*SSM	Small Skiff w/motor (D)
Electronic Pipe Locator (H)		*LSM	Large Skiff w/motor (D)
High Definition Scanner (H)		*SDTE	Shallow Draft Twin Engine (D)
			*ATV
			*GPS
			All-Terrain Vehicle (D)
			No. of GPS Receivers (H)

Additional serial # information put in box below.

PROJECT NAME: OLD RIVER HARBOR RD

Party Chief: W. J. [Signature]

PROJECT MANAGER: [Signature]

OFFICE MGR. OFFICER: [Signature]

Progress & Remarks regarding day: TODD FROM CAPS TO W. REPORT

Additional serial #'s



DAILY REPORT OF FIELD PARTY

DAY	JOB.		EMP. NO.	EMPLOYEE NAME	HOME DEPT.	HOURS.		PTO	INIT	TIME / OFFICE		PER DIEM	
	DATE	WEATHER				ACTUAL	EST.			ARRIVE	RETURN	\$	PD INIT.
	WED	080606				10			LH	7:00	5:30		
	HOT		639358	L. HENSLEY	Nov	10			SS	7:00	5:30		
	676491	IM	637673	S. SANDERA	Nov	10			AS	7:00	5:30		
	Nov	RM	649578	P. SOLOMON	Nov	10							
	RM												
	20131												
TOTAL HOURS						36							

€	PROJECT NUMBER (8 numbers required)	TASK (required)	SUBTASK (based on project)	HOURS		MILEAGE		TOTAL	FIELD BOOK #	TIME	
				ACTUAL	EST.	IN	OUT			ARR.	DEP.
1	60046527	02		30	10	69890	69897	43	733	8:45	4:40
2											
3											
TOTAL HOURS MUST TIE TO ABOVE				30							

MATERIALS

IRON RODS W/ PLASTIC CAPS	GUARD STAKES	HUBS W/ WHISKERS	LATHES	CEMENT	FLAGGING	PAINT	FIELD BOOKS	ALUM. CAPS	NAILS	T-POSTS	BRASS CAPS	OTHER	ACCOUNTING USE ONLY TOTAL

INSTRUMENTATION (Record serial #'s to right and indicate usage under (€) above.)

SERIAL NO.	SERIAL NO.
63722062	*F Fathometer(D)
423141	*L Laptop(H)
655707	*B Barge(D)
	*SS Small Skiff w/o motor(D)
	*SSM Small Skiff w/motor(D)
	*LSM Large Skiff w/Motor(D)
	*SDTE Shallow Draft Twin Engine(D)
	*ATV All-Terrain Vehicle(D)
	*GPS No. of GPS Receivers(H)

PROJECT NAME: OLA RECHMONA RA

Progress & Remarks regarding day:

TOPO ALONG OLA RECHMONA RA
APRIL 2013

Additional serial # information put in box below.

Additional serial #'s	

Justin Hume
PARTY CHIEF

[Signature]
PROJECT MANAGER

[Signature] OFFICER

Wire Transfer Payment to:
 SURVCON INC.
 An AECOM Company
 LaSalle Bank N.A.
 Chicago, IL
 Account Number 5800937020
 ABA Number 071000505
 SWIFT CODE LASLUS44

Remit Payment to:
 SURVCON INC.
 1178 Paysphere Circle
 Chicago IL 60674



5757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599
 Telephone: 713-780-4123 Fax: 713-267-3173

Federal Tax ID No. 74-1789294

ATTN : . ACCOUNTS PAYABLE
 TCB INC.
 5757 WOODWAY DR
 HOUSTON, TX 77057

Invoice Date: 22-OCT-08
 Invoice Number: 12009366

Agreement Number: 60046527
 Agreement Description:

Please reference Invoice Number and Project Number with Remittance

Project Number : 60046527 Project Name : OLD RICHMOND ROAD
 Bill Through Date : 23-AUG-08 to 03-OCT-08
 60046024.01000.02, TCB PM KEVIN KRAHN

Task Number : 01

Task Name : OFFICE STAFF

Labor Bill Rate

Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt
Canine, Jay D	Management - Executive		1.00	274.5400	274.54
Gowe, Linda J	Technician		44.50	101.9335	4,536.04
McKittrick, Wayne J	Survey Manager II		14.00	152.5021	2,135.03
Moore, Robert L	Survey Manager I		1.00	176.4500	176.45
Quinones, Mario	Technician		52.50	98.3476	5,163.25
Sasso, Kay A	Technician		34.50	89.8783	3,100.80
Total Labor Bill Rate			147.50		15,386.11

Unit Billing

Expenditure Type	Description	Date	Quantity	UOM	Bill Rate	Billed Amt
Supply Computers per hour	COMPUTER	29-AUG-08	16.0	HOURS	12.0000	192.00
Supply Computers per hour	COMPUTER	05-SEP-08	6.0	HOURS	12.0000	72.00
Supply Computers per hour	COMPUTER	19-SEP-08	19.0	HOURS	12.0000	228.00
Supply Computers per hour	COMPUTER	26-SEP-08	17.5	HOURS	12.0000	210.00
Total Unit Billing						702.00

Task Total : OFFICE STAFF

16,088.11

Project Total : OLD RICHMOND ROAD

16,088.11

Invoice Summaries

Total Current Amount :	16,088.11
Retention Amount :	0.00
Pre-Tax Amount :	16,088.11
Tax Amount :	0.00
Total Invoice Amount :	16,088.11

Billing Summaries

Billing Summary	Current	Prior	Total	Limif	Remain
Billing Summary	16,088.11	90,759.58	106,847.69	110,375.00	3,527.31
Billing Total :	16,088.11	90,759.58	106,847.69		

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 23-AUG-08 - 29-AUG-08
 Organization : 35.SURVCON INC.USHO01.0002
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Canine, Jay D
 Employee Number : 637400

Project	Task	Type	SAT 23-AUG	SUN 24-AUG	MON 25-AUG	TUE 26-AUG	WED 27-AUG	THUR 28-AUG	FRI 29-AUG	Total
05401252 SURVCON GENERAL OVERHEAD	90 CORPORATE OVERHEAD	Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.50	2.50
05401257 SURVCON BUSINESS DEVELOPMENT	90 CORPORATE	Regular Hrs	0.00	0.00	2.00	0.00	0.00	4.00	0.00	6.00
05401258 SURVCON PRICING & PROPOSAL	90 CORPORATE	Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00
60019178 US290-FC130 RIGHT OF WAY	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
60038850 EAGLE SPRINGS 33 LOTS	11 Task 11	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60040436 HOLCOMBE LATERAL UPGRADE	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60040820 BUFFALO BAYOU	12 PILOT PROJECT SITE	Regular Hrs	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50
60042212 NHCRA PROJ 1A-3, MONUMENTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60042586 ES 38 FLAT (TCB) TAX	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60044995 FM 76 (NORTH LOOP)	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	6.00	0.00	4.00	2.00	18.00
60045122 CRCTD M-B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60046234 VALLEY LODGE PRWY M-B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60046127 HDMD MARKET SQUARE PARK	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60047358 KINGWOOD B-H	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60047359 ES 36 BNDY	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60047836 LOUCE BAYOU INTERBASIN TRANSFER	11 BOUNDARY/TOPO	Regular Hrs	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
60048027 NHCRA PROJECT 2 MONUMENTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048073 RICHMOND - WHEELER CORRIDOR	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048174 KINDER MORGAN TRACTS "D" & "E"	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50
60048175 NFEWA 1B	11 BOUNDRY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048175 NFEWA 1B	12 TOPOGRAPHIC SURVEYIN	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.30
60048176 NFEWA 1A	11 BOUNDRY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048176 NFEWA 1A	12 TOPOGRAPHIC SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048223 IH 45 HDS	11 HDS SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048397 HCTRA-CLAY RD HDS TOPO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

Canine, Jay D

Employee Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

Worley, Teresa Y

Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 27-SEP-08 - 03-OCT-08
 Organization : 35 SURVCON INC. USH001.0002
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Canine, Jay D
 Employee Number : 637400

Project	Task	Type	SAT 27-SEP	SUN 28-SEP	MON 29-SEP	TUE 30-SEP	WED 01-OCT	THUR 02-OCT	FRI 03-OCT	Total
05401252 SURVCON GENERAL OVERHEAD	90 CORPORATE OVERHEAD	Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00
05401257 SURVCON BUSINESS DEVELOPMENT	90 CORPORATE	Regular Hrs	0.00	0.00	4.00	0.00	4.00	0.00	4.00	12.00
05401258 SURVCON PRICING & PROPOSAL	90 CORPORATE	Regular Hrs	0.00	0.00	2.00	0.00	1.00	0.00	1.00	4.00
60019718 US290-FC130 RIGHT OF WAY	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60019719 US290-FC150 SURVEY/PHOTOGRAM	150.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50
60048242 CRSW 35 PLAT	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048263 CRSW 28 LOTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048445 CRSW 30 DRILL SITE	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048493 ANTOINE TO VETERANS MEMORIAL	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048603 FIVE ALLEN CENTER TOFO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048635 FIVE ALLEN CENTER BOUNDARY	11 Task 11	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048804 ALTA SURVEY LAMPSON RICE CANAL	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60049500 POSSUM KINGDOM LAKE BRA	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60049562 BMC/BRAZOS ELECTRIC COOP	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03531001 35_SUR_Fringe Hours	10 PTO	PTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

Canine, Jay D

Employee Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 8.00

Approver For Employee Signature

Worley, Teresa Y

Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 13-SEP-08 - 19-SEP-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Gowe, Linda J
 Employee Number : 643533

Project : 05401252 SURVCON GENERAL OVERHEAD
 *60048175 NFBWA 1B
 60048176 NFBWA 1A

Task	Type	SAT 13-SEP	SUN 14-SEP	MON 15-SEP	TUE 16-SEP	WED 17-SEP	THUR 18-SEP	FRI 19-SEP	Total
11 BUILDING CLOSED	Regular Hrs	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00
01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	2.50	2.00	8.50	13.00
12 TOPOGRAPHIC SURVEYIN	Regular Hrs	0.00	0.00	0.00	0.00	0.00	5.50	0.00	5.50
12 TOPOGRAPHIC SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	3.00	2.50	0.00	5.50

Total: 0.00 0.00 8.00 8.00 5.50 10.00 8.50 40.00

Gowe, Linda J

Employee Signature

Approver For Employee Signature

Knodell, Steve

Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 20-SEP-08 - 26-SEP-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Gowe, Linda J
 Employee Number : 643533

Project :
 60046527 OLD RICHMOND ROAD
~~60046527 NFBWA 1A~~
 60048176 NFBWA 1A

Task	SAT 20-SEP	SUN 21-SEP	MON 22-SEP	TUE 23-SEP	WED 24-SEP	THUR 25-SEP	FRI 26-SEP	Total
01 OFFICE STAFF	0.00	0.00	9.50	6.00	0.00	0.00	0.00	15.50
12 TOPOGRAPHIC SURVEYIN	0.00	0.00	0.00	2.00	3.00	0.00	0.00	5.00
12 TOPOGRAPHIC SURVEY	0.00	0.00	0.00	0.00	5.00	8.00	6.50	19.50

Total: 0.00 0.00 9.50 8.00 8.00 8.00 6.50 40.00

Gowe, Linda J

Canine, Jay D

 Approver For Employee Signature

 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 23-AUG-08 - 29-AUG-08
 Organization : 35.SURVCON INC.USHOUL.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : Gowe, Linda J
 Employee Number : 643533

Project :
 60039073 CRSW CONTROL MAP
 60046527 OLD RICHMOND ROAD
 60048173 ES 41 M-B
 60048243 CRSW 35 M-B

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
23-AUG	24-AUG	25-AUG	26-AUG	27-AUG	28-AUG	29-AUG	
0.00	0.00	0.00	0.00	0.00	0.00	3.00	9.00
0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00
0.00	0.00	0.00	0.00	3.00	0.00	0.00	3.00
0.00	0.00	0.00	0.00	5.00	2.00	5.00	12.00

Total: 0.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

 Gowe, Linda J
 Employee Signature

 Approver For Employee Signature

 Canine, Jay D
 Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 23-AUG-08 - 29-AUG-08
 Organization : 35.SURVCON INC.USH001.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project :
 05401258 SURVCON PRICING & PROPOSAL
 60042212 NHCRA PROJ 1A-3, MONUMENTS
 60044995 FM 76 (NORTH LOOP)
 60046527 OLD RICHMOND ROAD
 60048027 NHCRA PROJECT 2 MONUMENTS
 60048175 NFWA 1B
 60048175 NFWA 1B
 60048175 NFWA 1A
 60048176 NFWA 1A
 60048338 SH 288 @ IH 610

Task :
 10 HOUSTON
 01 OFFICE STAFF
 130.01 OFFICE PERSONNEL
 01 OFFICE STAFF
 01 OFFICE STAFF
 11 BOUNDRY
 12 TOPOGRAPHIC SURVEYIN
 11 BOUNDRY
 12 TOPOGRAPHIC SURVEY
 130.01 OFFICE PERSONNEL

Type	SAT 23-AUG	SUN 24-AUG	MON 25-AUG	TUE 26-AUG	WED 27-AUG	THUR 28-AUG	FRI 29-AUG	Total
Regular Hrs	0.00	0.00	2.00	1.00	2.00	0.00	0.00	5.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.00
Regular Hrs	0.00	0.00	2.00	3.00	4.00	8.00	2.00	19.00
Regular Hrs	0.00	0.00	2.00	1.00	0.00	0.00	2.00	5.00
Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	2.00	3.00
Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	1.00	2.00
Total:	0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00

McKittrick, Wayne J
 Employee Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

 Approver For Employee Signature

 Canine, Jay D

 Approver Signature

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 13-SEP-08 - 19-SEP-08
 Organization : 35.SURVCON INC.USH001.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project	Task	Type	SAT 13-SEP	SUN 14-SEP	MON 15-SEP	TUE 16-SEP	WED 17-SEP	THUR 18-SEP	FRI 19-SEP	Total
05401252 SURVCON GENERAL OVERHEAD	11 BUILDING CLOSED	Regular Hrs	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00
03401258 SURVCON PRICING & PROPOSAL	10 HOUSTON	Regular Hrs	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00
60048175 NFWA 1B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	1.00	2.00	0.00	3.00
60048176 NFWA 1A	12 TOPOGRAPHIC SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60048338 SH 288 @ IH 610	12 TOPOGRAPHIC SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60048488 WESTPARK TO RICHMOND HDS TOPO	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
60048493 ANTOINE TO VETERANS MEMORIAL	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	2.00	2.00	0.00	4.00
03531001 35.SUR_Fringe Hours	10 PTO	PTO	0.00	0.00	0.00	0.00	2.00	2.00	0.00	4.00
			0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

McKittrick, Wayne J
 Employee Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

Knodell, Steve
 Approver Signature

LINES 10-15 : 06-SEP-08 12-SEP-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign. Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :
 Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project	Task	Type	SAT 06-SEP	SUN 07-SEP	MON 08-SEP	TUE 09-SEP	WED 10-SEP	THUR 11-SEP	FRI 12-SEP	Total
05401258 SURVCON PRICING & PROPOSAL	10 HOUSTON	Regular Hrs	0.00	0.00	1.00	2.00	1.00	0.00	0.00	4.00
60042212 NHCWA PROJ IA-3, MONUMENTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	2.00	0.00	1.00	1.00	0.00	4.00
60048027 NHCWA PROJECT 2 MONUMENTS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
60048175 NFBWA 1B	11 BOUNDARY	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60048176 NFBWA 1A	11 BOUNDARY	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048176 NFBWA 1A	12 TOPOGRAPHIC SURVEY	Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
60048338 SH 288 @ IH 610	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048397 HCTA-CLAY RD HDS TOPO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
60048488 WESTPARK TO RICHMOND HDS TOPO	01 OFFICE STAFF	Regular Hrs	0.00	0.00	3.00	0.00	0.00	0.00	0.00	3.00
60048493 ANTOINE TO VETERANS MEMORIAL	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	1.00	3.00	0.00	4.00
60048629 SPRING CYPRESS CONTROL STAKING	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	3.00	0.00	1.00	0.00	7.00
03531001 35.SUR_Fringe Hours	10 PTO	PTO	0.00	0.00	2.00	0.00	0.00	1.00	0.00	3.00
			0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00
 McKittrick, Wayne J
 Employee Signature : _____
 Approver For Employee Signature : _____
 Canine, Jay D
 Approver Signature : _____

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 30-AUG-08 - 05-SEP-08
 Organization : 35.SURVCON INC.USHOUL1.1420
 Assign Category : A - Full Time
 Employee Category : Exempt
 Work Schedule :

Employee Name : McKittrick, Wayne J
 Employee Number : 637083

Project	Task	Type	30-AUG	SAT	SUN	MON	TUE	WED	THUR	FRI	Total
			30-AUG	31-AUG	01-SEP	02-SEP	03-SEP	04-SEP	05-SEP		
05401258	SURVCON PRICING & PROPOSAL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60042212	NHCRWA PROJ 1A-3, MONUMENTS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60043073	GALLERIA CONDO REVISIONS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60046527	OLD RICHMOND ROAD	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048027	NHCRWA PROJECT 2 MONUMENTS	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048175	NEBWA 1B	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048175	NEBWA 1B	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048176	NEBWA 1A	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048176	NEBWA 1A	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048338	SH 288 @ IH 610	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048397	HCTRA-CLAY RD HDS TOPO	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048488	WESTPARK TO RICHMOND HDS TOPO	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048493	ANTONIE TO VETERANS MEMORIAL	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60048639	SPRING CYPRESS CONTROL STAKING	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03531001	35_SUR_Fringe Hours	Holiday Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 8.00 40.00

McKittrick, Wayne J
 Employee Signature

Canine, Jay D
 Approver Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours : 8.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 20-SEP-08 - 26-SEP-08
 Organization : 35.SURVCON INC.DUSHOU1.1420
 Assign Category : F - PT Fixed - 20 Hrs
 Employee Category : Exempt
 Work Schedule :

Employee Name : Moore, Robert L
 Employee Number : 638327

Project :
 03401252 SURVCON GENERAL OVERHEAD
 60045121 3.267 ACRE BNDY CAT.A
 60045650 2-AC DAYCARE BOUNDARY
 60046527 OLD RICHMOND ROAD
 60047860 ENVIROTEST EL DORADO WELL LOC

Task :
 10 HOUSTON OFFICE
 11 CAT.A BNDY
 01 OFFICE STAFF
 01 OFFICE STAFF
 01 OFFICE STAFF

Type	SAT 20-SEP	SUN 21-SEP	MON 22-SEP	TUE 23-SEP	WED 24-SEP	THUR 25-SEP	FRI 26-SEP	Total
Regular Hrs	0.00	0.00	0.00	4.00	3.00	4.00	0.00	11.00
Regular Hrs	0.00	0.00	0.00	0.00	1.00	0.00	1.00	2.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00

Total: 0.00 0.00 0.00 6.00 4.00 4.00 2.00 16.00

Moore, Robert L

Employee Signature

Canine, Jay D

Approver Signature

Total Regular Hours : 16.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 20-SEP-08 - 26-SEP-08
 Organization : 35.SURVCON INC.USHC001.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Quinones, Mario
 Employee Number : 638441

Project : 05401252 SURVCON GENERAL OVERHEAD
 05401258 SURVCON PRICING & PROPOSAL
 60046627@QID-RICHMOND ROAD
 60048338 SH 288 @ IH 610
 03531001 35.SUR_Fringe Hours

Task : 10 HOUSTON OFFICE
 10 HOUSTON
 01 OFFICE STAFF
 130.01 OFFICE PERSONNEL
 10 PTO

Type	SAT 20-SEP	SUN 21-SEP	MON 22-SEP	TUE 23-SEP	WED 24-SEP	THUR 25-SEP	FRI 26-SEP	Total
Regular Hrs	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00
Regular Hrs	0.00	0.00	6.00	4.00	0.00	0.00	0.00	10.00
PTO	0.00	0.00	2.00	4.00	0.00	0.00	0.00	6.00
	0.00	0.00	0.00	0.00	4.00	8.00	8.00	20.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Quinones, Mario
 Employee Signature

Canine, Jay D
 Approver Signature

Total Regular Hours : 20.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 20.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 13-SEP-08 - 19-SEP-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Quinones, Mario
 Employee Number : 638441

Project : 05401252 SURVCON GENERAL OVERHEAD
 *60048572*QED-RCHMOND-ROND*
 60048338 SH 288 @ IH 610
 60048572 UPRR BRIDGE SAN MARCOS, TX

Type	SAT 13-SEP	SUN 14-SEP	MON 15-SEP	TUE 16-SEP	WED 17-SEP	THUR 18-SEP	FRI 19-SEP	Total
Regular Hrs	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00
Regular Hrs	0.00	0.00	0.00	0.00	6.00	6.00	1.00	13.00
Regular Hrs	0.00	0.00	0.00	0.00	2.00	2.00	4.00	8.00
Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Quinones, Mario

Employee Signature

Knodel, Steve

Approver Signature

Total Regular Hours : 40.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 0.00

timecard period : 06-SEP-06 - 12-SEP-06
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :
 Employee Name : Quinones, Mario
 Employee Number : 638441

Project :
 60046527 OLD RICHMOND ROAD
 60048572 UPRR BRIDGE SAN MARCOS, TX
 60048639 SPRING CYPRESS CONTROL STAKING
 03531001 35.SUR_Fringe Hours

Task :
 01 OFFICE STAFF
 01 OFFICE STAFF
 01 OFFICE STAFF
 10 PTO

Type :
 Regular Hrs
 Regular Hrs
 Regular Hrs
 PTO

SAT	SUN	MON	TUE	WED	THUR	FRI	Total
06-SEP	07-SEP	08-SEP	09-SEP	10-SEP	11-SEP	12-SEP	20-50
0.00	0.00	4.00	4.00	8.00	4.50	0.00	20.50
0.00	0.00	0.50	2.50	0.50	2.50	0.00	6.00
0.00	0.00	4.00	1.50	0.00	0.00	0.00	5.50
0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00
Total:							40.00

Canine, Jay D
 Approver Signature

Approver For Employee Signature

Quinones, Mario
 Employee Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Timecard Period : 30-AUG-08 - 05-SEP-08
 Organization : 35.SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Quinones, Mario
 Employee Number : 638441

Project	Task	Type	SAT 30-AUG	SUN 31-AUG	MON 01-SEP	TUE 02-SEP	WED 03-SEP	THUR 04-SEP	FRI 05-SEP	Total
05401252 SURVCON GENERAL OVERHEAD	10 HOUSTON OFFICE	Regular Hrs	0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00
05401258 SURVCON PRICING & PROPOSAL	10 HOUSTON	Regular Hrs	0.00	0.00	0.00	1.50	1.00	1.00	0.00	3.50
60043073 GALLERIA CONDO REVISIONS	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	3.00	4.00	0.00	0.00	7.00
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	5.00	4.00	9.00
60048175 NFBWA 1B	12 TOPOGRAPHIC SURVEYIN	Regular Hrs	0.00	0.00	0.00	3.50	1.00	1.00	0.00	5.50
60048338 SH 288 @ IH 610	130.01 OFFICE PERSONNEL	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60048639 SPRING CYPRESS CONTROL STAKING	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00
03531001 35.SUR_Fringe Hours	40 Holiday	Holiday Hrs	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00

Total: 0.00 0.00 8.00 9.00 7.00 8.00 8.00 40.00

Quinones, Mario

Employee Signature

Total Regular Hours : 32.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 8.00

Canine, Jay D

Approver Signature

Timecard Period : 06-SEP-08 - 12-SEP-08
Organization : 35.SURVCON INC.USHOUL.1420
Assign Category : A - Full Time
Employee Category : Non Exempt
Work Schedule :

Employee Name : Sasso, Kay A
Employee Number : 636801

Project :
6004827 OLD RICHMOND ROAD
6004837 CRSW 36 FLAT
6004838 CRSW 36 M-B
03531001 35.SUR_Fringe Hours

Type	SAT 06-SEP	SUN 07-SEP	MON 08-SEP	TUE 09-SEP	WED 10-SEP	THUR 11-SEP	FRI 12-SEP	Total
Regular Hrs	0.00	0.00	0.00	6.50	8.00	6.50	0.00	21.00
Regular Hrs	0.00	0.00	5.00	0.00	0.00	0.00	0.00	5.00
Regular Hrs	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00
PTO	0.00	0.00	1.00	1.50	0.00	1.50	8.00	12.00

Total: 0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00

Approver For Employee Signature
Canine, Jay D

Approver Signature

Employee Signature
Sasso, Kay A

Total Regular Hours : 28.00
Total Overtime Hours : 0.00
Total Non-Worked Hours: 12.00

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

Linecard Period : 30-AUG-08 - 05-SEP-08
 Organization : 35-SURVCON INC.USHOU1.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :
 Employee Name : Sasso, Kay A
 Employee Number : 636801

Project	Task	Type	SAT 30-AUG	SUN 31-AUG	MON 01-SEP	TUE 02-SEP	WED 03-SEP	THUR 04-SEP	FRI 05-SEP	Total
60046527 OLD RICHMOND ROAD	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	5.50	2.00	0.00	0.00	7.50
60048243 CRSW 35 M-B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
60048638 CRSW 36 M-B	01 OFFICE STAFF	Regular Hrs	0.00	0.00	0.00	0.00	6.00	8.00	8.00	22.00
03531001 35.SUR_Fringe Hours	10 PTO	PTO	0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50
03531001 35.SUR_Fringe Hours	40 Holiday	Holiday Hrs	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00
Total:			0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00

Sasso, Kay A
 Employee Signature

 Approver For Employee Signature

 Canine, Jay D
 Approver Signature

Total Regular Hours : 30.50
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 9.50

AECOM TECHNOLOGY CORPORATION
Employee Timesheet

FOR ORIGINAL

Timecard Period : 23-AUG-08 - 29-AUG-08
 Organization : 35.SURVCON INC.USHO01.1420
 Assign Category : A - Full Time
 Employee Category : Non Exempt
 Work Schedule :

Employee Name : Sasso, Kay A
 Employee Number : 636601

Project :
 60046527 OLD RICHMOND ROAD
 60048242 CRSW 35 PLAT
 60048243 CRSW 35 M-B
 03531001 35.SUR_Fringe Hours

Task	SAT 23-AUG	SUN 24-AUG	MON 25-AUG	TUE 26-AUG	WED 27-AUG	THUR 28-AUG	FRI 29-AUG	Total
01 OFFICE STAFF	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00
01 OFFICE STAFF	0.00	0.00	0.00	0.00	0.00	5.00	2.00	7.00
01 OFFICE STAFF	0.00	0.00	8.00	7.50	6.50	4.00	0.00	26.00
10 PTO	0.00	0.00	0.00	0.50	0.50	0.00	0.00	1.00

Total: 0.00 0.00 8.00 8.00 7.00 9.00 8.00 40.00

Sasso, Kay A

Employee Signature

Total Regular Hours : 39.00
 Total Overtime Hours : 0.00
 Total Non-Worked Hours: 1.00

Approver For Employee Signature

Canine, Jay D

Approver Signature



SURVCON INC.

J. Gow
Signature

643633
Emp. No.

Lynn Gow
Employee Name

September 19, 2008
Week Ending Date

COMPUTER LOG

Project Description	Level 1			Level 2		Level 3		SAT CAD/PC	SUN CAD/PC	MON CAD/PC	TUES CAD/PC	WED CAD/PC	THURS CAD/PC	FRI CAD/PC	TOTAL CAD/PC	PLOTS		
	Co.	Project #	Phase	Phase	Task	V	M									B	BL	
OLD RICHMOND		60048627										2.5	2.0	8.5				
NFBWA1A		60048176			12							3.0	2.5					
NFBWA1B		60048175			12								5.5					
TOTAL HOURS								0.0	0.0	0.0	0.0	6.5	10.0	8.5	24.0			

7C

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of DECEMBER 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of CENTERPOINT ENTEX

Job Location UNIVERSITY BLOUVARD

Dated 11/20/08 Bond No. 22-022-417 Permit No. 83599

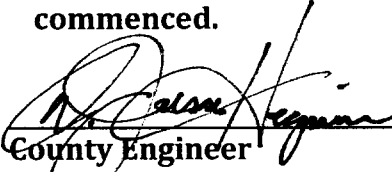
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. When construction is completed and ready for final inspection

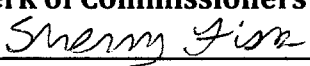
Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471
281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By 
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 12-2-08
Minutes of Commissioners Court.

Clerk of Commissioners Court
By 
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083599

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form.
- a. Name of road, street, and/or drainage ditch affected.
 - b. Vicinity map showing course of direction.
 - c. Plans and specifications.

- (2) Bond:
- _____ District Attorney, approval when applicable.
- Perpetual bond currently posted.
No. 22-022-417
Amount \$50,000.00
- Performance bond submitted.
No. _____
Amount _____
- Cashier's Check.
No. _____
Amount _____

- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

Precinct Engineer Acknowledgment _____
Date

Precinct Commissioner Acknowledgment _____
Date

- (4) David Jaloway 11/19/08
_____ Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

Johnny Ortega
Johnny Ortega CFM, Permit Administrator
(REVISED 5/30/08)

11/06/2008
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND / OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
 PERMIT NO. 83599 PCT. NO. _____
 BOND NO. 22-022-417

Formal notice is hereby given that CENTERPOINT ENTEX
 proposes to lay, construct, maintain and / or repair cable, conduit, and / or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads, and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored:	Jacked:	Driven:	Cased

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance
University Blvd.	At S. row of Unknown St.	S. row of Bullhead Bayou	3585'

General Description

A 6" I.P. Plastic natural gas line along University Blvd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Telfair Sys. Imp. - Drawing. No. EY4-071126, Sht. 1 & 2.**

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator / Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
 AGENT and / or OWNER

Wey Kuchar W
 (Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
 (Please Print)

DATE: _____

ADDRESS: 1111 Louisiana - Ste. 1265B
 (Street / P.O. Box)

Houston Texas 77002
 City State Zip

TELEPHONE NO: (713) 207-4265 - Carter Hood
 (accessible 24 hrs/day, 7 days/week)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of DECEMBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of CENTERPOINT ENTEX

Job Location BULLHEAD BAYOU

Dated 11/20/08 Bond No. 22-022-417 Permit No. 83600

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
 2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. When construction is completed and ready for final inspection
- Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471
281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 12-2-08
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083600

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form.
- a. Name of road, street, and/or drainage ditch affected.
 - b. Vicinity map showing course of direction.
 - c. Plans and specifications.

- (2) Bond:
- District Attorney, approval when applicable.
- Perpetual bond currently posted.
No. 22-022-417
Amount \$50,000.00
- Performance bond submitted.
No. _____
Amount _____
- Cashier's Check.
No. _____
Amount _____

- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

Precinct Engineer Acknowledgment Date _____

Precinct Commissioner Acknowledgment Date _____

- (4) David O. Jones 11/19/08
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

Johnny Ortega
Johnny Ortega CFM, Permit Administrator
(REVISED 5/30/08)

11/06/2008
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND / OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
 PERMIT NO. 83600 PCT. NO. _____
 BOND NO. 22-072-417

Formal notice is hereby given that CENTERPOINT ENTEX
 proposes to lay, construct, maintain and / or repair cable, conduit, and / or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads, and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored:	Jacked:	Driven:	Cased
Bullhead Bayou	At W. row to E. row	200'	X			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance

General Description

A 6" I.P. Plastic natural gas line crossing Bullhead Bayou @ University Blvd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Telfair Sys. Imp. - Drawing No. EY4-071126, Sht. 2 of 2.**

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator / Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
 AGENT and / or OWNER

W. A. Kuchar III
 (Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
 (Please Print)

DATE: _____

ADDRESS: 1111 Louisiana - Ste. 1265B
 (Street / P.O. Box)

Houston Texas 77002
 City State Zip

TELEPHONE NO: (713) 207-4265 - Carter Hood
 (accessible 24 hrs/day, 7 days/week)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of DECEMBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of CENTERPOINT ENTEX

Job Location WHITE OAK CREEK

Dated 11/20/08 Bond No. 22-022-417 Permit No. 83601

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471
281-633-7500

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.

Recorded in Volume 12-2-08
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083601

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form.
- a. Name of road, street, and/or drainage ditch affected.
 - b. Vicinity map showing course of direction.
 - c. Plans and specifications.

- (2) Bond:
- District Attorney, approval when applicable.
 - Perpetual bond currently posted.
No. 22-022-417
Amount \$50,000.00
 - Performance bond submitted.
No. _____
Amount _____
 - Cashier's Check.
No. _____
Amount _____

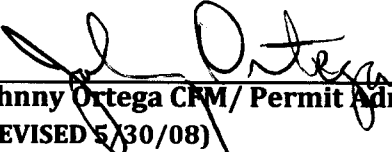
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

Precinct Engineer Acknowledgment Date _____

Precinct Commissioner Acknowledgment Date _____

- (4) David Jaloway 11/19/08
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.



Johnny Ortega CFM/ Permit Administrator
(REVISED 5/30/08)

11/06/2008
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND / OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
 PERMIT NO. 82601 PCT. NO. _____
 BOND NO. 33-822-47

Formal notice is hereby given that CENTERPOINT ENTEX
 proposes to lay, construct, maintain and / or repair cable, conduit, and / or pole
 line, in, under, across, or along roads, streets, highways and drainage
 ditches in Fort Bend County, as follows:

In, Under, or Across Roads, and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored:	Jacked:	Driven:	Cased
White Oak Creek	At W. row to E. row	80'	X			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance

General Description

A 6" I.P. Plastic natural gas line crossing West White Oak Creek @ University Blvd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Telfair Sys. Improvement - Drawing No. EY4-071126.**

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator / Fort Bend County Engineering
 P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
 AGENT and / or OWNER

W. A. Kuchar III ef
 (Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
 (Please Print)

DATE: _____

ADDRESS: 1111 Louisiana - Ste. 1265B
 (Street / P.O. Box)

Houston Texas 77002
 City State Zip

TELEPHONE NO: (713) 207-4265 - Carter Hood
 (accessible 24 hrs/day, 7 days/week)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2 day of DECEMBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of ALTON VESELKA

Job Location FENSKE LANE

Dated 11/24/08 Bond No. 25789332 Permit No. 83605

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

- 1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
- 2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. When construction is completed and ready for final inspection

Mail notices to: Permit Administrator
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471
281-633-7500

- 3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 12-2-08
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS**

AUTHORIZED

BOND NO. 25789332

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Alton Veselka whose address is 5230 Fenske Lane, Needville, Texas, hereinafter called the Principal, and Western Surety Company, a Corporation existing under and by virtue of the laws of the State of Texas and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Sioux Falls, SD, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Texas and whose address is P O Box 5077, Sioux Falls, SD, 57117 hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand Dollars no cents Dollars (\$ 5,000.) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

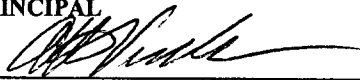
This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 20th day of November, 2008.

Alton Veselka

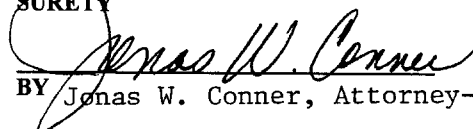
PRINCIPAL



BY

Western Surety Company

SURETY



BY Jonas W. Conner, Attorney-In-Fact



POWER OF ATTORNEY

(Irrevocable)

BOND No. R- 25789332

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

ONE 1 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JONAS W CONNER	

in the City of KATY, State of TEXAS, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds.

An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:	MAXIMUM PENALTY
(A) ADMINISTRATOR EXECUTOR PERSONAL REPRESENTATIVE GUARDIAN OF INCOMPETENT CONSERVATOR OF INCOMPETENT/CONSERVATEE COMMITTEE OF INCOMPETENT SALE OF REAL OR PERSONAL PROPERTY - When this company has qualifying bond or when it is a separate bond for accounting of proceeds of sale only.	REFeree IN PARTITION COMMISSIONER TO SELL REAL ESTATE TRUSTEE OR RECEIVER - In Bankruptcy (Excluding Chapter 11) CURATOR \$ 500,000
(B) GUARDIAN OF MINOR OR CONSERVATOR OF MINOR	\$ 10,000
(C) NOTARY PUBLIC PUBLIC OFFICIAL AND DEPUTIES	RECEIVER - (In State Court Only) TRUSTEE - (Testamentary Only) \$ 50,000
(D) PLAINTIFF'S COURT BOND - Banks, Savings & Loan, and Trust Companies (Except Restraining Order and Injunction) - All Others, except bonds prohibited by "NOTE" below	\$ 100,000 \$ 20,000
(E) COST ON APPEAL (EXCLUDING OPEN PENALTY, STAY, SUPERSEDEAS OR GUARANTEE OF A JUDGMENT)	\$ 2,000
(F) LICENSE AND PERMIT EXCEPT BONDS WHERE THE UNITED STATES OF AMERICA, A FEDERAL AGENCY, OR A STATE IS THE OBLIGEE	\$ 25,000
(G) STATE LICENSE AND PERMIT - The following <u>SIX</u> <u>6</u> bonds are authorized where the state of <u>TEXAS</u> <u>TX</u> is the obligee (other state required bonds not authorized).	
OUTDOOR ADVERTISER ***** PERSONNEL EMPLOYMENT SERVICE ***** SUPERHEAVY OR OVERSIZED (ANNUAL) PERMIT ***** MOTOR VEHICLE CERTIFICATE OF TITLE ***** POLYGRAPH EXAMINER ***** OVERAXLE/OVER GROSS WEIGHT TOLERANCE PERMIT *****	\$ 25,000
SPECIAL FUEL USERS	\$ 2,000
(H) ANY BOND OR INDEMNITY provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Secretary, Treasurer or Assistant Secretary of Western Surety Company specifically authorizing its execution. For confirmation of the necessary written authority, please contact our Underwriting Department at 1-800-331-6053 (339-0060 in South Dakota).	

NOTE: SUPERSEDEAS, OR OPEN PENALTY OR STAY BONDS ON APPEAL OR GUARANTEE OF JUDGMENT OR BAIL BONDS OR CONSTRUCTION BID OR CONTRACT BONDS OR BONDS FOR DEFENDANTS OR UTILITY DEPOSIT BONDS OR SITE IMPROVEMENT BONDS ARE NOT AUTHORIZED BY THIS POWER OF ATTORNEY, except as provided in Section (H).

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

Dated this 1st day of August, 2006.

ATTEST

A. Viator
Assistant Secretary

WESTERN SURETY COMPANY

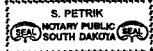
By

Paul T. Brufflat
Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

On this 1st day of August, 2006, before me, S. Petrik, the undersigned officer, personally appeared PAUL T. BRUFLAT and A. VIATOR who acknowledged themselves to be the Senior Vice President and Assistant Secretary, respectively, of Western Surety Company, a corporation, and that they, as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

In witness whereof, I hereunto set my hand and official seal.



My Commission Expires August 11, 2010

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of the Western Surety Company this * 20th day of November, 2008

WESTERN SURETY COMPANY

By Paul T. Brufflat
SENIOR VICE PRESIDENT

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083605

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form.
- a. Name of road, street, and/or drainage ditch affected.
 - b. Vicinity map showing course of direction.
 - c. Plans and specifications.

- (2) Bond:
- District Attorney, approval when applicable.
 - Perpetual bond currently posted.
No. _____
Amount _____
 - Performance bond submitted.
No. 25789332
Amount \$5000.00
 - Cashier's Check.
No. _____
Amount _____

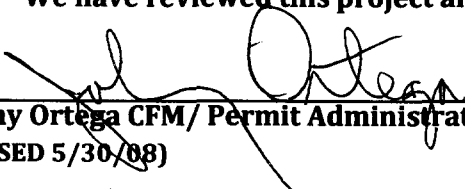
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

Precinct Engineer Acknowledgment Date _____

Precinct Commissioner Acknowledgment Date _____

- (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.



Johnny Ortega CFM/ Permit Administrator
(REVISED 5/30/08)

11/24/2008

Date

**FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366**

APPLICANT INFORMATION

Application No. 83605
(County Use Only)

Applicant Name Alton Veselka
 Applicant Mailing Address 5230 Fenske Ln
 City Needville State Tx Zip 77461
 Work Phone 832-595-4357 Daytime Phone 832-595-4357
 Property Owner's Name Alton Veselka Phone 832-595-4357
 Property Owner's Mailing Address 5230 Fenske Ln
 City Needville State TX Zip 77461

LOCATION OF PROPERTY

Subdivision _____ Sec _____ Lot _____ Blk _____
 Physical Address 5230 Fenske Ln

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section _____
 Culvert Only

DRIVEWAY REQUIREMENTS

Length 20' minimum and 40' maximum Number of drives 1
 (See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
 Available on website www.co.fort-bend.tx.us

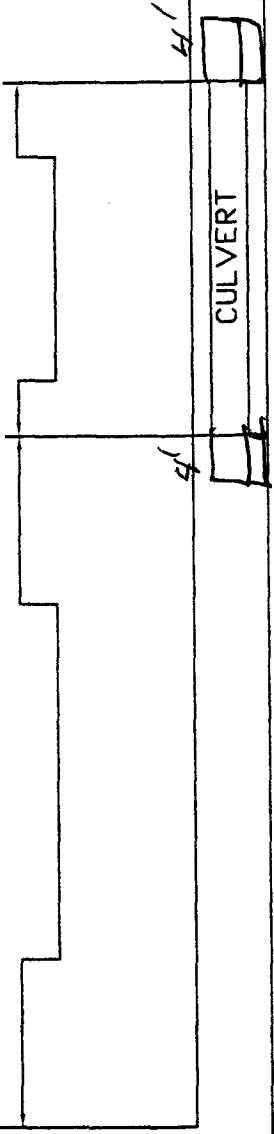
Does project comply with Fort Bend County Lighting Regulation Yes () No ()
 (See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Signature of Applicant, Agent or Attorney [Signature] Date 11-10-05
 Printed Name Alton Veselka

USE ONLY IF NECESSARY AS A SITE PLAN

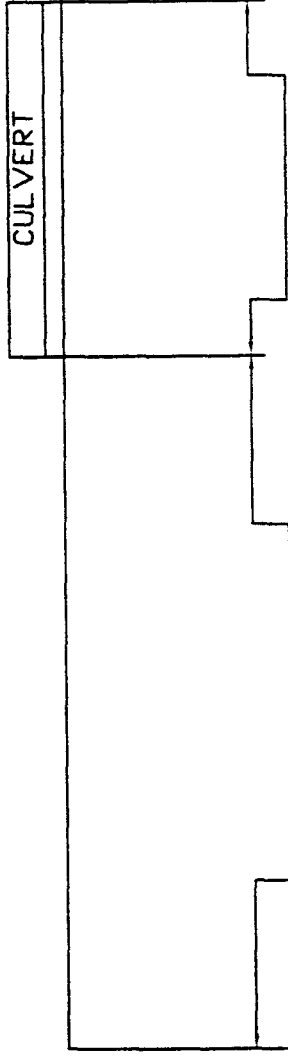
RAE



STREET NAME
~~5330~~

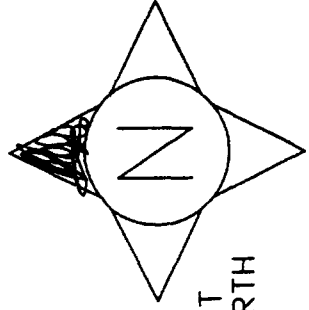
Gerken

STREET NAME



DISTANCE FROM INTERSECTION

LENGTH OF CULVERT AT R.D.W



SHADE THE POINT TO INDICATE NORTH

11-24-05

No Traffic Plan is needed as no equipment
will be on any portion of Public Rd.



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

Date Submitted: November 25, 2008 Submitted By: Laura Dougherty
Court Agenda Date: December 2, 2008 Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 48572, in the amount of \$23,920.00, from Imperial Woodworks Inc, for the pews in JP1-2 in the Pct 1 Facility.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06PCT1

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

PM2113

INVOICE



*OK to pay
11-25-08*

WOODWORKS, INC.

Manufacturing Church Furniture

P.O. BOX 7835

WACO, TEXAS 76714-7835

PHONE (254) 741-0606

(800) 234-6624

INVOICE NO.

INVOICE DATE

DUE DATE

48572

06/27/08

06/27/08

Bill To:

Fort Bend County-Project One

Mr. James Knight

900 Morton St

Richmond, TX 77469

Ship To:

Fort Bend County-Project One

Hillcrest Circle

Richmond, TX

PO # 16583 R # 42393

Customer No. 40075

DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	SALES ORDER NO.
	IWI		006	40075

PO # 16583

1 lot of pews as specified in contract



Contract amount	23,920.00
Freight	0.00
Balance before payments	23,920.00
Payments	0.00
Total due	23,920.00

Smyre

Accounts not paid within terms will be assessed a monthly

finance charge of 1 % of the balance.

Thank You!

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

Date Submitted: November 25, 2008	Submitted By: Laura Dougherty
Court Agenda Date: December 2, 2008	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice #541, in the amount of \$1,500.00, from MRCO, Inc, for roof repairs to Emily Court.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: 100687888 Account Number:
Activity (If Applicable): P687-06EMILYCRT

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

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Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

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<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

FM2608

11/19/2008 09:52 2813435597

MRCO INC

PAGE 01/01

MRCO, Inc.

403 Insurance Road
Building A
Richmond, TX 77469
(281)343-5595

Invoice

Date	Invoice #
11/15/2008	541

*OK to pay
11-25-08*

Bill To Fort Bend County Auditor Dec Mouth 4520 Reading Rd. Rosenberg, TX 77471

NOV 19 2008

Jan

PO # 21275
R # 42392

Description	Amount
Job Site: Sugar Land Annex, 12551 Emily Court, Sugar Land, Texas Existing county banking. Work completed 1. Removal and replaced one each 6" x 6" pitch pan. 2. Spud and re-stripped HVAC duct work 3. Applied coating at two (2) sets of a/c duct work. Labor & Materials	1,500.00
Please send us a tax exemption form if you wish for us to remove tax from this invoice. Thank you! Blanket Sales Tax Exemption Form received. Sales Tax-Sugar Land	0.00
Thank you for your business.	Total \$1,500.00

L. Dwyer

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

9A

Date Submitted: November 24, 2008	Submitted By: Nancy Drake, R.N., Director
Court Agenda Date: December 2, 2008	Department: Clinical Health Services
	Phone Number: 281.238.3548

SUMMARY OF ITEM: Amendment to existing Tuberculosis Prevention and Control Grant awarded on August 5, 2008 for FY 2009. No money amount changes only wording. The purpose of this amendment is to CHANGE GENERAL PREVISIONS STATUS TO SUB RECIPIENT.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO X

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

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

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<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

COUNTY JUDGE
 RECEIVED
 NOV 25 2008

12-2-08 copy received



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

November 18, 2008

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract amendment. **Please sign and return both copies to this unit as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:

Client Services Contracting Unit MC 1886
Department of State Health Services
PO Box 149347
Austin, TX 78714-9347

Physical Address for Overnight Mail:

Client Services Contracting Unit MC 1886
Department of State Health Services
1100 West 49th Street
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Rosalyn Lazare-Payne at 512-458-7111 ext. 2684 or via email at Rosalyn.Lazare-Payne@dshs.state.tx.us

Sincerely,

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

RECEIVED

NOV 21 2008

FBC CLINICAL HEALTH

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and FORT BEND COUNTY CLINICAL HEALTH SERVICES (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2009-028471 (Contract) in accordance with this Amendment No. 001A TUBERCULOSIS PREVENTION AND CONTROL - STATE
Effective 09/01/2008.

The purpose of this Amendment is to Change General Provisions status to Sub recipient

Therefore, DSHS and Contractor agree as follows:

Program attachment is revised to read as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

Item 6 of the Signature Page is revised to read as follows:

6. Documents Forming Contract. The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

2009-028471-001 Tuberculosis Prevention and Control - State
- c. General Provisions (~~Vendor~~) (Subrecipient)
- d. Solicitation Document(s), and
- e. Contractor's response(s) to the Solicitation Document(s).
- f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor



Signature of Authorized Official

Date: 12-2-08

Name: Robert E. Hebert

Title: County Judge

Address: 4520 Reading Road, Suite A
Rosenberg, Texas 77471

Phone: 281.238.3548

Email: drakenan@co.fort-bend.tx.us

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11/25/08	Submitted By: Nicole Hobbs, County Attorney's Office
Court Agenda Date: 12/02/08	Department: Health & Human Services / EMS
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Renewal First Responder Agreement between Fort Bend County and City of Sugar Land, effective October 1, 2008 through September 30, 2010.

Approve Renewal Emergency Medical Services Housing Agreements between Fort Bend County and City of Sugar Land for Fire Station No. 2 and Fire Station No. 6, effective October 1, 2008 through September 30, 2010.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Daniel Kosler, EMS</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)
<input checked="" type="checkbox"/> Other: <u>Dr. Galloway, HHS</u>	

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

12408 2 origs each ret. to Nicole at CO Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND



KNOW ALL MEN BY THESE PRESENTS

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

WHEREAS, the **SUGAR LAND FIRE DEPARTMENT** is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE** (hereinafter **FORT BEND COUNTY EMS**);

WHEREAS, **FORT BEND COUNTY EMS** is a licensed provider providing MICU coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas;

WHEREAS, the **SUGAR LAND FIRE DEPARTMENT** is one of numerous different First Responder organizations augmenting the local EMS system;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, **FORT BEND COUNTY EMS** and **CITY OF SUGAR LAND** hereby agree as follows:

I.
SERVICES PROVIDED

1.01 It is hereby agreed and understood that **SUGAR LAND FIRE DEPARTMENT** shall be utilized as a First Responder and dispatched to calls following current dispatch protocol and procedures and equipment as approved by **FORT BEND COUNTY EMS**

1.02 **SUGAR LAND FIRE DEPARTMENT** will be providing as a minimum, basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) and limited advanced life support (ALS) procedures under the medical direction of Joe A. Anzaldua, M.D., PA, FAAFP. By agreement with **FORT BEND COUNTY EMS** and their EMS Medical Director, Benjamin E. Oei, M.D., FACEP, **SUGAR LAND FIRE DEPARTMENT** shall be capable of initiating ALS, invasive therapy including Endotracheal Intubation, Intravenous line and pharmacological therapy necessary to resuscitate and/or stabilize the patient(s) until the arrival **FORT BEND COUNTY EMS**.

1.03 The EMS Medical Director for **SUGAR LAND FIRE DEPARTMENT** is Joe A. Anzaldua, M.D., PA, FAAFP. Fire department personnel will follow Standing Delegated Orders and protocols under the supervision of Joe A. Anzaldua, M.D., PA, FAAFP as approved by **FORT BEND COUNTY EMS** Medical Director Benjamin E. Oei, M.D., FACEP.

1.04 Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization, etc.

1.05 Advanced Life Support - ALS functions include, but are not limited to advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.

II. PROVISIONS

In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, **CITY OF SUGAR LAND** agrees to the following:

2.01 **SUGAR LAND FIRE DEPARTMENT** personnel providing patient care must be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician – Basic, Emergency Medical Technician – Intermediate, Emergency Medical Technician – Paramedic, or Licensed Paramedic.

2.02 **SUGAR LAND FIRE DEPARTMENT** personnel will provide patient care following Standing Delegation Orders (protocols) and equipment under the supervision of Joe A. Anzaldua, M.D., PA, as approved by **FORT BEND COUNTY EMS** Medical Director Benjamin E. Oei, M.D., FACEP, in accordance with their accepted scope of practice.

2.03 **SUGAR LAND FIRE DEPARTMENT** will respond 24 hours per day, seven days a week.

2.04 **SUGAR LAND FIRE DEPARTMENT** personnel must be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.

2.05 **CITY OF SUGAR LAND** will provide all necessary equipment and supplies needed to provide patient care in accordance with the protocols. Disposable or interchangeable supplies may be replaced by **FORT BEND COUNTY EMS** per current county policy. No delay in patient care will occur for the exchange of supplies.

2.06 **SUGAR LAND FIRE DEPARTMENT** will respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The EMS Communication Center may dispatch units in a non-emergency mode and this procedure will be followed. **SUGAR LAND FIRE DEPARTMENT** personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. **SUGAR LAND FIRE DEPARTMENT** personnel may cancel an ambulance en route to a scene if no emergency exists on scene and no patients are located. As directed by the Medical Director of **FORT BEND COUNTY EMS**, fire department units shall be allowed to provide and carry advanced level EMS equipment to support patient care not to exceed protocols as specified and agreed upon by Benjamin E. Oei, M.D.

2.07 A First Responder Patient Care Report (written run record) shall be available to **FORT BEND COUNTY EMS** upon request. The Medical Director of **FORT BEND COUNTY EMS** will approve the Patient Care Report. **SUGAR LAND FIRE DEPARTMENT**

will insure that report forms are available on every scene, and properly completed for every patient, including refusal of service. A copy of the completed patient care report will be provided to **FORT BEND COUNTY EMS** within five (5) days of the request. **SUGAR LAND FIRE DEPARTMENT** will maintain copies of all patient care reports.

2.08 Except as otherwise provided by law, **SUGAR LAND FIRE DEPARTMENT** and personnel will be responsible for maintaining verbal and written patient confidentiality.

2.09 **FORT BEND COUNTY EMS** may assist **SUGAR LAND FIRE DEPARTMENT** in developing an EMS Quality Improvement program for its personnel. **SUGAR LAND FIRE DEPARTMENT** personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by **FORT BEND COUNTY EMS** personnel.

2.10 **FORT BEND COUNTY EMS** paramedic personnel will assume complete control of patient care upon arrival at the scene and proper transfer of care including a verbal report of assessment findings and treatment rendered. **SUGAR LAND FIRE DEPARTMENT** personnel will remain on the scene and assist the paramedic with patient care procedures until relieved. **SUGAR LAND FIRE DEPARTMENT** personnel will not provide any procedure that is beyond their level of EMS certification or licensure, and will not perform any procedure not authorized by the EMS Medical Director of the First Responder Protocols.

2.11 **SUGAR LAND FIRE DEPARTMENT** personnel may be requested to assist the paramedic in the ambulance en route to the hospital. This request will be honored so long as the **SUGAR LAND FIRE DEPARTMENT**'s response territory remains with adequate coverage.

2.12 Fort Bend County, and **FORT BEND COUNTY EMS** will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability involving **SUGAR LAND FIRE DEPARTMENT** personnel, equipment, supplies, or vehicles.

III. **INDEPENDENT CONTRACTOR**

3.01 In the performance of work or services hereunder, **CITY OF SUGAR LAND** is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of **CITY OF SUGAR LAND** or, where permitted, of its subcontractors **CITY OF SUGAR LAND** shall assume sole and exclusive responsibility for the payment of wages to employees for services performed under this agreement. **CITY OF SUGAR LAND** shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

3.02 **CITY OF SUGAR LAND** and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or

servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

IV.
LIABILITY INSURANCE

4.01 The **CITY OF SUGAR LAND** shall, during the entire term of this agreement, keep in force and effect a policy or general liability coverage covering all aspects of its operation, in which the limits shall not be less than \$1,000,000.00 for each claim in aggregate. The policy shall name Fort Bend County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Fort Bend County thirty (30) days prior written notice. The insurance shall be in a company and form acceptable to the Fort Bend County Risk Management department and a copy of the policy or certification of insurance shall be delivered to Fort Bend County on or before the date of this agreement.

4.02 In the event that **CITY OF SUGAR LAND's** provision for insurance is not an insurance policy, but rather a statutorily authorized "self funding" insurance coverage, then the **CITY OF SUGAR LAND** shall provided to the County documentation acceptable to County's Risk Management Department that the **CITY OF SUGAR LAND** is "self funded". Further, the **CITY OF SUGAR LAND** agrees to be fully responsible and liable for each and every act or omission by said Fire Department, its employees, officers, directors, volunteers, its contractors or subcontractors, in any way relating to its provision of services relating to this agreement.

V.
TERM

5.01 This Agreement shall be for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**, unless terminated or amended by either party.

5.02 This agreement may be terminated for any reason, by either party, by giving thirty (30) days written notice to the other party.

5.03 This agreement must be renewed in writing by the parties. Otherwise, the same automatically terminates on such dates.

VI.
MISCELLANEOUS

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

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

6.03 Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the agreement.

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

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

VII.
NOTICES

7.01 Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

To **COUNTY**:

FORT BEND COUNTY EMS
Attention: Daniel Kosler, Director
4336 Highway 36
Rosenberg, Texas 77471

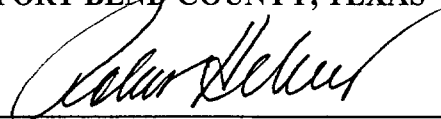
To **CITY OF SUGAR LAND**:

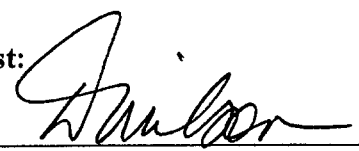
SUGAR LAND FIRE DEPARTMENT
Attention: Fire Chief
P.O. Box 110
Sugar Land, Texas 77478

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


IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

FORT BEND COUNTY, TEXAS

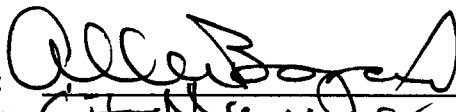
By : 
Robert E. Hebert, County Judge
Date: 12-2-08

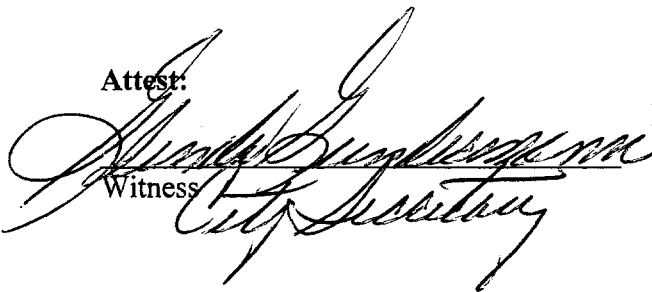
Attest: 
Dianne Wilson, County Clerk

**FORT BEND COUNTY
EMS MEDICAL DIRECTOR**

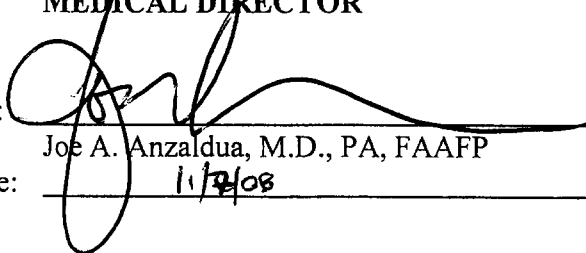
By : 
Benjamin Oei, M.D., FACEP
Date: 11/21/2008

CITY OF SUGAR LAND

By : 
Title: City Manager
Date: 11-11-08

Attest: 
Witness

**CITY OF SUGAR LAND
MEDICAL DIRECTOR**

By : 
Joe A. Anzaldua, M.D., PA, FAAFP
Date: 11/2/08

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT FOR FIRE STATION
NO. 2 BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and City of Sugar Land, hereinafter referred to as "City."

It is mutually agreed by the parties hereto as follows:

**SECTION I
DUTIES & RESPONSIBILITIES OF THE FIRE DEPARTMENT**

- 1.01 The City shall provide space for housing of one (1) Fort Bend County Advance Life Support Ambulance Unit at the City's Fire Station No. 2 located at 1040 Industrial Blvd., Sugar Land, Texas 77478.
- 1.02 The City shall provide space for two (2) Fort Bend County Emergency Medical Service Division Personnel to be stationed at the City's Fire Station No. 2.

**SECTION II
DUTIES & RESPONSIBILITIES OF THE COUNTY**

- 2.01 The County will provide one (1) Advance Life Support Ambulance Unit and two (2) Emergency Medical Service Division Personnel.
- 2.02 Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.
- 2.03 Ambulance Unit and Personnel shall continue to part of the County Emergency Medical Service Division and such unit stationed at the City's Fire Station No. 2 shall be dispatched only through the County.

**SECTION III
INSURANCE**

3.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

**SECTION IV
NO CO-PARTNERSHIP**

4.01 a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

b. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION V
SEVERABILITY

5.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

6.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alteration, 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 VII.
COMPLIANCE WITH LAWS AND REGULATIONS

7.01 a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

b. Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery or written notice to the other party.

SECTION VIII.
TERM

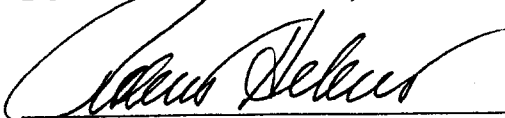
8.01 It is expressly understood and agreed that this Agreement is for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

SECTION IX.
NOTICES

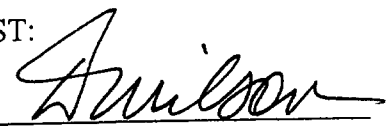
9.01	Notice to the County shall be sent to:	With copy to:
	Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge	Fort Bend County EMS Rosenberg, Texas 77471 4336 Highway 36 Attention: Daniel Kosler, Director
	Notice to the City shall be sent to:	With copy to:
	City of Sugar Land P.O. Box 110 Sugar Land, Texas 77478	Sugar Land Fire Department 1040 Industrial Boulevard Sugar Land, Texas 77478 Attention: Chief

Executed this 2 day of December, 2008.

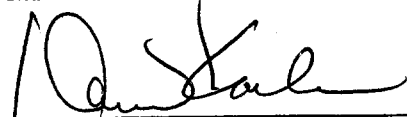
FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

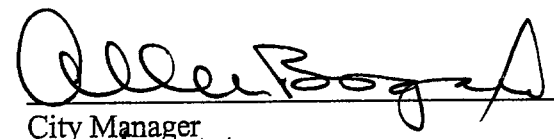
ATTEST:


Dianne Wilson, County Clerk


**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

By: 
Daniel Kosler, Director
Date: 11/19/08


CITY OF SUGAR LAND

By: 
City Manager
Date: 11-11-08

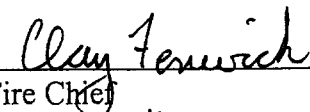
ATTEST:


City Secretary

CITY OF SUGAR LAND ATTORNEY

By: 
Asst. City Attorney
Date: 10/23/08

SUGAR LAND FIRE DEPARTMENT

By: 
Fire Chief
Date: 11-07-08

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**EMERGENCY MEDICAL SERVICES HOUSING AGREEMENT FOR FIRE STATION NO. 6
BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND**

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and City of Sugar Land, hereinafter referred to as "City."

It is mutually agreed by the parties hereto as follows:

**SECTION I
DUTIES & RESPONSIBILITIES OF THE FIRE DEPARTMENT**

1.01 The City shall provide space for housing of one (1) Fort Bend County Advance Life Support Ambulance Unit at the City's Fire Station No. 6 located at 6625 Sansbury (Greatwood), Sugar Land, Texas 77479.

1.02 The City shall provide space for two (2) Fort Bend County Emergency Medical Service Division Personnel to be stationed at the City's Fire Station No. 6.

**SECTION II
DUTIES & RESPONSIBILITIES OF THE COUNTY**

2.01 The County will provide one (1) Advance Life Support Ambulance Unit and two (2) Emergency Medical Service Division Personnel.

2.02 Emergency Medical Service Personnel shall hold at least the rating of an Emergency Medical Technician.

2.03 Ambulance Unit and Personnel shall continue to part of the County Emergency Medical Service Division and such unit stationed at the City's Fire Station No. 6 shall be dispatched only through the County.

**SECTION III
INSURANCE**

3.01 Each party shall be responsible for its own negligent actions, regardless of the geographical location. Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto shall have any obligation to provide or extend insurance coverage for any of the services, events resulting from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

**SECTION IV
NO CO-PARTNERSHIP**

4.01 a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

b. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION V
SEVERABILITY

5.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it shall not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

6.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alteration, 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 VII.
COMPLIANCE WITH LAWS AND REGULATIONS

7.01 a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

b. Both parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle either party to terminate this contract immediately upon delivery or written notice to the other party.

SECTION VIII.
TERM

8.01 It is expressly understood and agreed that this Agreement is for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

SECTION IX.
NOTICES

9.01 Notice to the **County** shall be sent to:

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

With copy to:

Fort Bend County EMS
Rosenberg, Texas 77471
4336 Highway 36
Attention: Daniel Kosler, Director

Notice to the **City** shall be sent to:

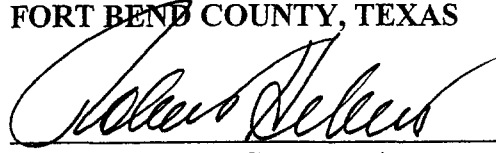
City of Sugar Land
P.O. Box 110
Sugar Land, Texas 77478

With copy to:

Sugar Land Fire & Rescue
6625 Sansbury
Sugar Land, Texas 77479
Attention: Chief


Executed this 2 day of December, 2008.

FORT BEND COUNTY, TEXAS

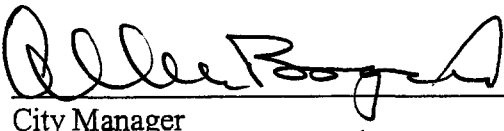
By: 
Robert E. Hebert, County Judge

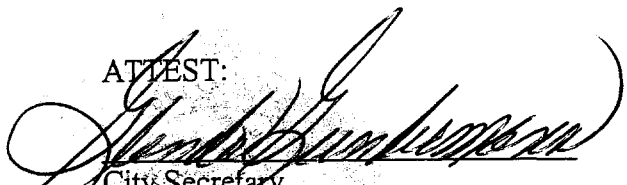
ATTEST: 
Dianne Wilson, County Clerk

**FORT BEND COUNTY EMERGENCY
MEDICAL SERVICES**

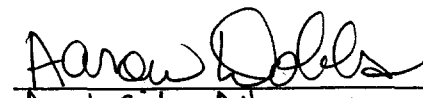
By: 
Daniel Kosler, Director
Date: 11/19/08

CITY OF SUGAR LAND

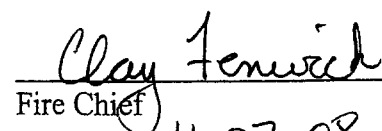
By: 
City Manager
Date: 11-11-08

ATTEST: 
City Secretary

CITY OF SUGAR LAND ATTORNEY

By: 
Asst. City Attorney
Date: 10/23/08

SUGAR LAND FIRE & RESCUE

By: 
Fire Chief
Date: 11-07-08

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11-24-2008	Submitted By: Yvette R. Maldonado
Court Agenda Date: 12-2-2008	Department: Public Transportation
	Phone Number: 281-633-7433 Ext 5

SUMMARY OF ITEM: Approve and submit FY09 Certifications and Assurances to the Texas Department of Transportation for FY09 Federal Transportation Funding to be received from the Texas Department of Transportation.

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

List Supporting Documents Attached: *FY09 Certifications and Assurances*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Due back to TxDOT by Dec 5, 2008.

12-3-08 copy received



AS PER ORIGINAL

Fort Bend County
(Name of Agency)

**Fiscal Year 2009
Grant Application**

Part II



Public Transportation Division (PTN)

TABLE OF CONTENTS

1. Primary Contacts		2
2. Checklist		2
A. Federal Fiscal Year 2009 Certifications and Assurances		3
B. Lobbying Certification required for each application exceeding \$100,000		28
C. Debarment and Suspension (Nonprocurement)		31
D. Lower Tier Participant Debarment Certification		32
E. Special Section 5333(b) Warranty for application to the nonurbanized area formula program (§5311)		33

The inclusion of federal funding into this grant application requires the applicant to certify to several federal regulations. The documents included here are required but may not be all-inclusive of the regulations the applicant will be required to follow.

1. Primary Contacts

Name of Transit System: Fort Bend County	Name of Parent Agency (if different):
Physical Address: 301 Jackson, Ste 719 Richmond, TX 77469	Mailing Address (if different): 12550 Emily Court, Ste 400 Sugar Land, TX 77478
Transit Contact Person: Paulette Shelton	Title: Transit Director
Telephone: 281-633-7433 Ext 5	Fax: 281-243-6715
Email: sheltonp@co.fort-bend.tx.us	Website: www.FortBendCountyGov.com
Payee Identification (PIN) Number (14 digits) XXXXXXXXXXXXXXXX	

2. Checklist

Check the item after ensuring it has been completed.

Agency Review	TxDOT Review	Due	Federal / State Documents
x		Start of Fiscal Year	<u>A: FY 2009 Certifications and Assurances</u>
x		Quarterly, (if applicable)	<u>B. Lobbying Certification required for each applicant exceeding \$100,000</u>
x		Start of Fiscal Year	<u>C: Debarment and Suspension (Non-procurement)</u>
x		Start of Fiscal Year	<u>D: Lower Tier Participant Debarment Certification</u>
x		Start of Fiscal Year	<u>E: Department of Labor - Special Section 5333(b) Warranty for Application to the Nonurbanized Area Formula Program (§5311)</u>

TxDOT Review

Typed/Printed Name of Public Transportation Coordinator

District

Signature

Date

A. FEDERAL FISCAL YEAR 2009 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS - PREFACE

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2009.

Category 01 applies to all Applicants.

Category 02 applies to all applications for Federal assistance in excess of \$100,000.

Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects.

An Applicant may select a single certification that will cover all the programs for which it anticipates submitting an application. FTA requests the Applicant to read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 at the FTA Web site <http://www.fta.dot.gov/documents/15-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for FTA assistance on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov>. Twenty-four (24) Categories of certifications and assurances are listed by numbers 01 through 24 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients."

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant

assures that it will submit the required information pertaining to its compliance with these provisions.

- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance." 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act. 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs." 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations. "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide

Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

- (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
 - (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
 - (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
 - (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
 - (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
 - (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
 - (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
 - (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

- (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (*identification and protection of historic properties*), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.* and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

- (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement, and
 - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C.

133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

- (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
- (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement, and
- (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate

that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant's

intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web. FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;**
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;**
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;**
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;**
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;**
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;**
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;**

- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- J. The Applicant certifies will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and Section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category "(17)."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012(b)(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that:
 - (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and
 - (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project.

Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "(18)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;

- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;

- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
 - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
 - C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
 - D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
 - E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and
 - F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing

certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;**
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;**
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;**
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;**
- (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and**
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);**

B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and

E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
 - (7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.
- B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
 - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
 - (3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

- A. The Applicant assures that:
- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
 - (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) The project equipment and facilities will be adequately maintained; and
 - (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.
- B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36.
- C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document.
- D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. INFRASTRUCTURE FINANCE PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive

procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and

by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program; and
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

##

Selection and Signature Page(s) follow.

**FEDERAL FISCAL YEAR 2009 CERTIFICATIONS AND ASSURANCES
ADMINISTRATION FOR FEDERAL TRANSIT ASSISTANCE PROGRAMS**

Name of Applicant: Fort Bend County

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. YES

Category	Description
01.	Assurances Required For Each Applicant.
02.	Lobbying.
03.	Procurement Compliance.
04.	Protections for Private Providers of Public Transportation.
05.	Public Hearing.
06.	Acquisition of Rolling Stock for Use in Revenue Service.
07.	Acquisition of Capital Assets by Lease.
08.	Bus Testing.
09.	Charter Service Agreement.
10.	School Transportation Agreement.
11.	Demand Responsive Service.
12.	Alcohol Misuse and Prohibited Drug Use.
13.	Interest and Other Financing Costs.
14.	Intelligent Transportation Systems.
15.	Urbanized Area Formula Program.
16.	Clean Fuels Grant Program.
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.
18.	Nonurbanized Area Formula Program for States.
19.	Job Access and Reverse Commute Program.
20.	New Freedom Program.
21.	Paul S. Sarbanes Transit in Parks Program.
22.	Tribal Transit Program.
23.	Infrastructure Finance Projects.
24.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.

FEDERAL FISCAL YEAR 2009 FTA
CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Fort Bend County

Name and Relationship of Authorized Representative: Robert E. Hebert, County Judge

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives, and with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2009.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2009.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature  Date: 12/2/08

Name Robert E. Hebert, County Judge
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY
(Attorney's Signature is Optional)

For (Name of Applicant): Fort Bend County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature  Date: 12/2/2008

Name Roy Cordes, Jr
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

B. LOBBYING CERTIFICATION REQUIRED FOR EACH APPLICATION EXCEEDING \$100,000

(TxDOT requires this form to be completed with all Applications)

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 **from all Federal sources** must provide the following certification. FTA may not provide Federal assistance for an application exceeding \$100,000 until the Applicant provides this certification by selecting Category II on the Signature Page.

The undersigned certifies to the best of his or her knowledge and belief, that:

A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 13 52. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Robert E. Hebert

Legal Name of Applicant



Signature of Certifying Official

Title **County Judge**

Date: **12/2/08**

[Return to Table of Contents](#)

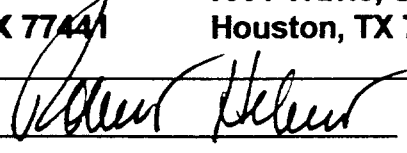
[Return to Checklist](#)

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

AS PER ORIGINAL

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input checked="" type="checkbox"/> B c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> B c. post award	3. Report Type: <input checked="" type="checkbox"/> A a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Name: Fort Bend County Address: 301 Jackson, Ste 719 Richmond, TX 77479 <input type="checkbox"/> Prime <input checked="" type="checkbox"/> X Subawardee Tier, if known: Congressional District, if known: 9,14, 22	4. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Texas Department of Transportation 7600 Washington Ave Po BOX 1386 Houston, TX 77007-1037 Houston, TX 77251-1386 Congressional District, if known:	
6. Federal Department/Agency: Federal Transit Administration	7. Federal Program Name/Description: Section 5307, 5308, 5309, 5310, 5311, 5316, & 5317 CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Registrant: <i>(if individual, Last Name, First Name, MI):</i> Hicks - Richards & Associates Fred B. Hicks PO Box 2115 Springfield, VA 22152-0115 (attach Continuation Sheet(s) SF-LLL-A, if necessary)	10.b. Individual Performing Services <i>(including address if different from No. 10.a.)</i> <i>(Last Name, First Name, MI):</i> State: Short, Jim Carter, Darryl B. PO Box 188 1301 Travis, Ste 200 Fulshear, TX 77441 Houston, TX 77002	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Robert E. Hebert Title: County Judge Telephone: 281-341-8608 Date: 12/8/08	
FEDERAL USE ONLY:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

[Return to Table of Contents](#)

[Return to Checklist](#)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

C. DEBARMENT AND SUSPENSION (NONPROCUREMENT)

DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

(TxDOT requires this form to be completed with all Applications)


Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

Subrecipients are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

- (1) The Subrecipients certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions terminated for cause or default.
- (2) Where the Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this certification.



Signature of Certifying Official

Robert E. Hebert

County Judge

Title

12/2/08

Date

[Return to Table of Contents](#)

[Return to Checklist](#)

D. LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)
(For Subrecipients Contractors Over \$100,000)
(TxDOT requires this form to be completed with all Applications)

Robert E. Hebert, being duly sworn or under penalty of perjury
(insert name of certifying official)

under the laws of the United States, certifies that neither

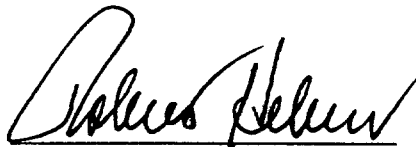
Fort Bend County, nor its principals are presently:
(insert name of lower tier participant)

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official
Robert E. Hebert

Title: County Judge

Date: 12/2/08

[Return to Table of Contents](#)

[Return to Checklist](#)

**E. SPECIAL SECTION 5333(B) WARRANTY FOR APPLICATION TO
THE NONURBANIZED AREA FORMULA PROGRAM (§5311)**

(TxDOT requires this form to be completed by ALL §5311 and JARC Subrecipients)

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

A. General Application

The Public Body ("Fort Bend County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

- (2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
- (2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set

forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

- (9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.
- (10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

¹ Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended].

² For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.



Department of Labor U.S.C. § 5333(b) Certification

Name of Agency : _____

- 1. Who is the Grantee? Subrecipient(s) of funds must be clearly identified. Fort Bend County
2. What is the amount of funding to be awarded? (See titled Certification Of Capital Investment Program.
3. What activities will be undertaken with the funds? Provide a complete project description of the activities to be carried out under the project (i.e. what type of service will be provided). Capital, Administrative/Planning, and Operating expenses to support Demand Response and Commuter Transit Services.
4. Where will the project be carried out? Identify the location of the project in the geographic area, including jurisdictional boundaries such as counties or cities. Fort Bend and Harris Counties
5. What service provider will carry out the project? If the applicant is not providing all of the service, identify subrecipients or contractors if known at the time of application. Fort Bend County sub-contracts with AFC Corporate Transportation as well as TREK.
6. What other transit providers are in the service area? Identify all transit providers who compete with, feed into, or provide service adjacent to the funded service or capital project. Please provide contact information.

Subcontractors:

Other Transit Providers:

See attached.

See attached.

- 7. What labor organizations represent employees of the recipient, the subrecipients, and other transit providers in the service area? Please identify the transit provider and the labor union's contact information. Transportation Workers Union 2150 W 18th Street, Ste 104 Houston, TX 77008

- [X] The attached information for the Department of Labor U.S.C. § 5333(b) Certification is true and correct. No additional changes are required.
[] The attached information for the Department of Labor U.S.C. § 5333(b) Certification is incorrect. The correct information has been provided above. (Please provide the correct information under the appropriate section listed above.)

Robert Hebert (handwritten signature)

Authorized Signature Robert E. Hebert, County Judge, Fort Bend County

12/2/08 Date

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

11
A, B

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

Date Submitted: 11/25/08	Submitted By: Nicole Hobbs
Court Agenda Date: 12/02/08	Department: SHERIFF
	Phone Number: 281-341-4555

SUMMARY OF ITEM:
 Take all appropriate action on renewal Dispatch Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department, effective from October 1, 2008 through September 30, 2010.
 Take all appropriate action on renewal Radio Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department, effective from October 1, 2008 through September 30, 2009.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Milton Wright, Sheriff</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

12408 2 orig. each ret. to Nicole at Co Attorney

policies or other evidence of compliance with the provisions of this Section.

SECTION VI
NO CO-PARTNERSHIP

6.01 a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Fire Department (including its officers, employees, and agents) the agent, representative, or employee of the County for any purposes, or in any manner, whatsoever.

b. The Fire Department is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION VII
SEVERABILITY

7.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

8.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof. Any alteration, 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 IX
SERVICES NOT PROVIDED FOR

9.01 The Fire Department shall not perform any work or furnish any materials other than in the normal course of performing reasonable and necessary repairs for proper maintenance of the property unless same is approved in writing by the County and the Fire Department. Such approval shall be considered to be a modification of the Agreement.

SECTION X
COMPLIANCE WITH LAWS AND REGULATIONS

10.01 a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.

b. In providing all services pursuant to this contract, the Department shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery or written notice of termination to the Association.

SECTION XI
NOTICE AND TERMINATION

11.01 This Agreement may be terminated by either party at any time, with or without cause, upon not less

than thirty (30) days written notice delivered by mail or in person to the other party.

Notice to the County shall be sent to:

Fort Bend County
P.O. Box 368
Richmond, Texas 77469
Attention: County Judge

Notice to the Fire Department shall be sent to:

**Northeast Fort Bend County
Volunteer Fire Department**
P.O. Box 1082
Sugar Land, Texas 77487-1082

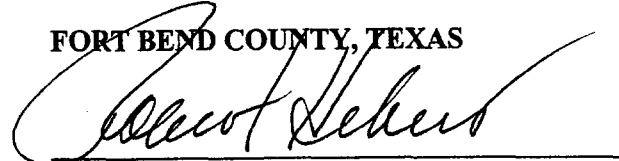
ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY, TEXAS

By:



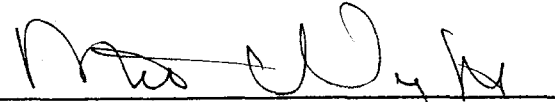
Robert E. Hebert, County Judge

Date:

12-02-08

FORT BEND COUNTY SHERIFF

By:



Milton Wright, Sheriff

Date:

10-6-08

**NORTHEAST FORT BEND COUNTY
VOLUNTEER FIRE DEPARTMENT**

By:



Fire Chief

Date:

11/13/08

GDD/nh/Dispatch.NEFBCVFD: 3357 (09/10/08)

RECORDED ON 12-11-08
IN THE COMMISSIONER COURT
MINUTES OF 12-2-08

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND NORTHEAST FORT BEND COUNTY VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement ("Agreement") entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court ("County"), and **Northeast Fort Bend County Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas ("**Fire Department**").

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission ("FCC") for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

WHEREAS, the **County** desires to accommodate the **Fire Department's** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

WHEREAS, the **Fire Department** desires to use **County's** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

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

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

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **Fire Department** hereby agree as follows:

I.

DEFINITIONS

1.01 "Primary Dispatch System" – A communications system upon which the **Fire Department**, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.

1.02 "Priority Access" – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 "Radio System" – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 "Radio Unit" – Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.

1.05 "Systems Code Identification Number" – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II.

OBLIGATIONS OF COUNTY

2.01 The **County** agrees that during the term of this Agreement it shall:

(a) Allow the **Fire Department** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.

(b) Provide to the **Fire Department** a Systems Code Identification Number that will access the **County's** Radio System, thereby providing a Primary Dispatch System for the **Fire Department's** Radio Units, up to a maximum of 20 units. The **Fire Department** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **Fire Department's** Radio Units must be made contemporaneously and be attached as **Fire Department's** Exhibit "A" to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.

(c) Allow the **Fire Department** to cover the Radio Units described in **Fire Department's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **Fire Department** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **Fire Department's** Exhibit "B" and be incorporated herein for all purposes.

(d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(e) In the event the **Fire Department** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.

(f) Provide for the same level of Priority Access for the **Fire Department** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit "D" to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

III.

OBLIGATIONS OF FIRE DEPARTMENT

3.01 The **Fire Department** agrees that during the term of this Agreement it shall:

(a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **Fire Department's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **Fire Department** desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the **Fire Department** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **Fire Department** may not increase the number of Units above the maximum number stated in 2.01(b) above.

(b) In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **Fire Department** agrees to notify the **County** of same within twenty-four hours that the **Fire Department** knows or has reason to know that such Radio Unit or Units have become lost or stolen.

(c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.

(d) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **Fire Department's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **Fire Department's** Exhibit "B".

- (e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- (f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County**, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.
- (g) The **County** will not consider for approval any Agreement not complete and including all required documentation.

IV.
ASSIGNABILITY

4.01 This Agreement is for the benefit of the **Fire Department**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **Fire Department** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

V.
PAYMENT OF FEES

5.01 The **Fire Department** shall pay the **County** the sum of NINE DOLLARS AND 50/100 CENTS (**\$9.50**) per month per Radio Unit for system access, a sum of THIRTY DOLLARS AND NO/CENTS (**\$30.00**) per radio for initial programming, and a sum of TWENTY FIVE DOLLARS AND NO/CENTS (**\$25.00**) for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **Fire Department's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **Fire Department** for air time and service contract fees quarterly, on or about the 15th day of March, June, September and December. The **Fire Department** shall pay the **County** by the tenth day of the month following receipt of invoice.

5.02 The **Fire Department** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 The **County** will invoice airtime for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

Radios added during the 1st and 15th day of a given month will be charged airtime for the entire month. Radios added after the 15th day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

5.04 The **County** will invoice service contract fees for the three months succeeding the month of the bill.

5.05 In the event the **Fire Department** elects to increase its number of Units per § 3.01(a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

5.06 Any decrease in the number of units shall be reflected in the **Fire Department's** payments in the same manner as described above for increases in the number of units.

5.07 If the Radio System is substantially unavailable to the **Fire Department** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI.
REVISION OF FEES

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **Fire Department** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the

increased fees are to become effective. The **Fire Department** fee increases will be tied to the **Fire Department's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **Fire Department** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII.
TERM AND TERMINATION

7.01 The terms of this Agreement shall commence on **October 1, 2008**, and end on **September 30, 2009**, or upon thirty (30) days written notice from either party.

7.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **Fire Department** are revoked by the FCC or any successor agency.

7.03 The **Fire Department** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To County: Fort Bend County
Attention: County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Fax No. (281) 341-8609

To Fire Department: Northeast Fort Bend County
Volunteer Fire Department
P.O. Box 1082
Sugar Land, Texas 77487-1082
Attn: Fire Chief

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

X.
COVERAGE

10.01 The **Fire Department** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **Fire Department's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **Fire Department** herein shall be the sole responsibility of the **Fire Department**.

XI.
DEFAULT

11.01 If the **Fire Department** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **Fire Department**, the **Fire Department** shall be deemed in default under this Agreement.

11.02 In the event of default, the County has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the County pursuant to the terms of this Agreement, and deny the Fire Department any service provided by the County under this Agreement. Each and all of the rights and remedies of the County hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII.
INSURANCE

12.01 THE FIRE DEPARTMENT SHALL PROVIDE THE COUNTY WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE COUNTY AND THE FIRE DEPARTMENT FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE COUNTY.

12.02 THE FIRE DEPARTMENT SHALL PROVIDE THE COUNTY'S RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE COUNTY SHALL BE A CONDITION PRECEDENT TO THE FIRE DEPARTMENT'S ACCESS TO THE RADIO SYSTEM.

XIII.
ADMINISTRATIVE GUIDELINES

13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

XIV.
GENERAL

14.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

14.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

12-02-08

ATTEST:



Dianne Wilson, County Clerk

**NORTHEAST FORT BEND COUNTY
VOLUNTEER FIRE DEPARTMENT**

By: _____

Fire Chief

Date: _____

11/13/08

ATTEST:

Exhibit "C"

Fort Bend County Smartzone Radio System
(Member of the Harris County Regional Radio System)

Effective January 1, 2003

Radio unit Maintenance Agreement under existing ILA between Fort Bend County and Harris County

Any agency requesting to have equipment repaired by Harris County can do so under the existing ILA that Fort Bend County has signed with Harris County under Section VI which states:

To the extent resources are available and solely at its discretion, Harris County May provide radio equipment installation and radio services to Fort Bend County On a time and material basis for any services not covered by the fee schedule. If These services are provided, Fort Bend County agrees to pay Harris County at The rate of Thirty-five and No/100 Dollars(\$35.00) per hour for these services. Harris County agrees to invoice Fort Bend County after the services are rendered And Fort Bend County agrees to pay invoices within thirty(30) days of the

invoices

Dates. It is expressly understood that Harris County neither warrants nor Assumes any responsibility for installation or other radio services provided.....

If any agency chooses to have their radios repaired by Harris County it is their responsibility to contact the Harris County Central Technology Center (CTC) to have their respective agency information placed under said existing ILA so that repair invoices will be sent directly to their governing body for payment.

Repairs do not include equipment not used in conjunction with the 800MHz radio system.

Each agency is responsible for all attachments for radios (battery, antenna, speaker-mic)

Exhibit "D"

Fort Bend County Smartzone Radio System
(member of the Harris county Regional Radio System)

Effective January 1, 2003

Approved Radio Equipment List:

Motorola MTS2000 Series Portable	Model #'s H01 (UCD,UCF,UCH) 6PW1BN Software Options H37, H38
Motorola XTS5000 Series Portable	Model #'s H18 (UCD,UCF,UCH) 9PW7AN
Motorola MCS2000 Series Mobile	Model #'s M01(UGL,UGM,UGN)6PW4BN Software Options H37, H38
Motorola Astro Spectra Mobile	All Models
Motorola XTL	Models 1500, 2500, 5000

All other Motorola Model 800MHz trunked radios will be looked at on a case-by-case Basis for approval. All equipment must be new or approved by Radio System Manager.

This document applies only to equipment placed in service after the effective date above.

FY 2008⁹

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: November 21, 2008

Submitted By: Michael Gutierrez
Department: Comm. Pct#1
Telephone: 281-238-3453

Court Date: December 02, 2008

SUMMARY OF ITEM:

Take all appropriate action on the recommendation by the Fresno/Arcola Advisory Committee to provide funding to the Fresno Volunteer Fire Department for a station attendant that will not be considered an employee of Ft. Bend County for the Fresno/Arcola area for 2009 in the amount of \$37,418, utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

Renewal Agreement/Appointment: YES NO

Reviewed by County Attorney's Office: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES NO

Funding Source: Fund: _____ Agency: Organization: _____ Object:

Requires Auditor to Certify Funds: YES NO

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

- | | | |
|--|----------------|-------------------------------|
| <input checked="" type="checkbox"/> Auditor | (281-341-3774) | Comm. Pct. 1(281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer | (281-344-3954) | x Comm. Pct. 2(281-403-8009) |
| <input type="checkbox"/> Facilities/Planning | (281-633-7022) | x Comm. Pct. 3(281-242-9060) |
| <input type="checkbox"/> Purchasing Agent | (281-341-8642) | x Comm. Pct. 4(281-980-9077) |
| <input type="checkbox"/> Information Technology | (281-341-4526) | x County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____ | | x County Atty (281-341-4557) |

Recommendation:

Special Handling: _____

FY 2008⁹

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: November 21, 2008

Submitted By: Michael Gutierrez
Department: Comm. Pct#1
Telephone: 281-238-3453

Court Date: December 02, 2008

SUMMARY OF ITEM:

Take all appropriate action on the recommendation by the Fresno/Arcola Advisory Committee to fund the Ft. Bend CORPS program for rehabilitation projects in the Fresno/Arcola area for 2009 in the amount of \$60,000, utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

Renewal Agreement/Appointment: YES NO

Reviewed by County Attorney's Office: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES NO

Funding Source: Fund: _____ Agency: Organization: _____ Object: _____

Requires Auditor to Certify Funds: YES NO

Instructions for submitting an Agenda Request:

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| <input type="checkbox"/> Other: _____ | | x County Atty (281-341-4557) |

Recommendation:

Special Handling: _____

Add'l Info

12B

FOUNDERS COUNCIL

Allen Boone Humphries Robinson LLP
Allied Waste
Amegy Bank
Betsy Baitland & Associates, Inc.
BMC Software
Bob & Carole Brown
Brown & Gay Engineers, Inc.
Capital One
Champion Technologies
County Judge Robert Hebert
Curtice Commercial Real Estate
Development Corporation of Richmond
ECO Resources
First Southwest Company
Founders Bank
Greater Fort Bend Economic
Development Council
LJA Engineering & Surveying, Inc.
Mazze & Brent Lettwich
Null Larson, P.C.
Planned Community Developers, Ltd.
Prosperity Bank
River Pointe Church
Rosenberg Development Corporation
Rosenberger Construction
Schlumberger
Shah Companies
St. Theresa Catholic Church
The Johnson Companies, Inc.
The Sprint Companies
Tristar Holdings, Inc.
WCA Waste Corporation
WJ Interests, LLC
Wynn & Mary Geiger Foundation

November 26, 2008

Fort Bend County Commissioners Court
301 Jackson
Richmond, Texas 77469

Re: Executive Summary

Dear Fort Bend County Commissioners Court:

The Fort Bend CORPS would like to provide Commissioners Court with an Executive Summary of projects completed during the 2007 – 2008 program year. The funds awarded and received to date \$125,000.00.

The CORPS has completed a total of 24 rehabilitation projects in the Fresno/Arcola area. Rehabilitation repairs included roof replacements, restroom renovations for handicapped accessibility, installation of exterior front and rear doors, electrical and plumbing repairs, interior floor repairs, kitchen renovations, water heater installations, lead tests and wheel chair accessibility ramps. These and other repairs were accomplished during the 2007 - 2008 program year. Estimating an average of 2.5 persons per household, the CORPS has served 60 persons during this program year.

The funding received from Commissioners Court and The Fresno/Arcola Advisory Committee has provided the residents of the Fresno/Arcola area immediate assistance. Without this critical funding the Fresno/Arcola service area would be placed on a waiting list with a waiting period from 12 to 18 months. Your continued financial support to the Fort Bend CORPS makes a tremendous difference in the lives of each homeowner in the Fresno/Arcola area that we help and they enjoy the beautiful repairs for many years to come.

ADVISORY BOARD

Herb Appel
Milton Wright

BOARD OF DIRECTORS

Betty Baitland, Chairman Anthony Francis, Vice-Chairman Barkley Peschel, Treasurer Chayo Huff, Secretary R.C. Brown Shane Barbee Dave Davis
William O. Jameson Dan Nelson Tom Stavimoha Cliff Terrell Jeffrey C. Wiley Mark Zeitler

In addition, \$102,276.36 in Community Development Block Grant Funds, CenterPoint Energy Efficiency Funds, George Foundation Funds and other grant sources have been leveraged during the 2007 - 2008 program year. This has enabled us to complete 51 additional rehabilitation projects.

Our Hearts & Hammers program delivered \$150,584.02 worth of volunteer labor to complete 25 projects which included two neighborhood clean-up projects.

A grand total of \$252,860.38 in private funds and other grant sources have been leveraged to service a total of 190 additional persons in the Fresno/Arcola Advisory Committee area.

With Community partners like Commissioners Court and The Fresno Arcola Advisory Committee, we truly have a chance to rebuild communities that have gone unnoticed and untouched for many years. The entire community has benefited from your involvement and the area residents are grateful for your financial support. Thank you for helping the CORPS further our mission and we look forward to our continued relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Castillo", written in a cursive style.

Ronald M. Castillo
Executive Director

FORT BEND COUNTY **FY 2008⁹**
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: November 21, 2008
Court Date: December 02, 2008

Submitted By: Michael Gutierrez
Department: Comm. Pct#1
Telephone: 281-238-3453

SUMMARY OF ITEM:

Take all appropriate action on the recommendation by the Fresno/Arcola Advisory Committee to fund the Ft. Bend Meals on Wheels program for meals that will be provided to seniors in the Fresno/Arcola area in 2009 for the amount of \$17,358 , utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Asst. Projects)

Renewal Agreement/Appointment: YES NO
Reviewed by County Attorney's Office: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES NO
Funding Source: Fund: _____ Agency: _____ Organization: _____ Object: _____
Requires Auditor to Certify Funds: YES NO

Instructions for submitting an Agenda Request:

- Completely fill out agenda form: Incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
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|--|----------------|-------------------------------|
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| <input checked="" type="checkbox"/> Budget Officer | (281-344-3954) | x Comm. Pct. 2(281-403-8009) |
| <input type="checkbox"/> Facilities/Planning | (281-633-7022) | x Comm. Pct. 3(281-242-9060) |
| <input type="checkbox"/> Purchasing Agent | (281-341-8642) | x Comm. Pct. 4(281-980-9077) |
| <input type="checkbox"/> Information Technology | (281-341-4526) | x County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____ | | x County Atty (281-341-4557) |

Recommendation:

Special Handling: _____

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11/24/2008	Submitted By: Anna M Lopez
Court Agenda Date: 12/02/2008	Department: 4553 JP2
	Phone Number: 281-403-8080

SUMMARY OF ITEM:
 Take all appropriate action to reclassify position 4553-0008 from Clerk III, Grade 7 of the Administrative Clerical Policy Group, to Case Manager, Grade 8 of the Administrative/Clerical Policy Group effective December 2, 2008.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

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

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<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): _____

December 1st, 2008

To All Members of Commissioners Court:

At this time our office has two vacancies. One of the vacancies is a clerk III. HR agreed to the reclassification of qualifying employees with two or more years of court experience. Because of our recent turnover we had but **one** qualifying employee and she is no longer here. I would like to reclassify the vacant clerk III position in order to get **qualified** applicants with two or more year's experience.

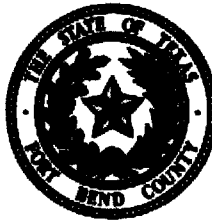
Thank you for your time and consideration.

Sincerely,

Anna M Lopez

Court Coordinator

Justice of the Peace Pct. 2



**Office of County Purchasing Agent
Gilbert D. Jalomo, Jr., CPPB**

4520 Reading Road
Rosenberg TX 77471

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

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on December 2, 2008

Regular Agenda:

1. Take all appropriate action to approve amendment #1 with Tremco for roofing repairs at First Colony Library in an amount not to exceed \$4519. (Funding: Hurricane Ike 100580888 63700 P580-08IKE 22300) (backup will be emailed after prepared by the Co. Attorney) 14A
2. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code to purchase an item available from only one source for the following:
 - a. Westlaw legal materials from Thomson West (West Group) in an amount not to exceed \$85,000.00. (Funding: Law Library) 14B1
 - b. On-line database from LexisNexis Matthew Bender & Company, Inc. in an amount not to exceed \$33,000.00. (Funding: Law Library) 14B2
 - c. On-line database from LexisNexis Accurint, in an amount not to exceed \$40,000.00. (Funding: Multiple County Departments) 14B3

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ROOFING PRODUCTS AND SERVICES

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, hereinafter referred to as "County," and Weatherproofing Technologies, Inc., a subsidiary of Tremco Incorporated, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, on October 14, 2008, County and Contractor entered an "Agreement for Professional Roofing Products and Services," hereinafter referred to as "the Agreement," for the First Colony Branch Library and Fulshear Branch Library in Fort Bend County, Texas; and,

WHEREAS, the services provided by Contractor under this Agreement have been acquired through The Cooperative Purchasing Network (TCPN), Contract Number R4812, and therefore is exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed **\$4,519.00** (Four Thousand Five Hundred Nineteen and 00/100ths) shall be available to clean and seal bricks and joints and reseal glass blocks in penthouse roof for the First Colony Branch Library. See Exhibit A, Change Order No. 1 attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- B. Section 3.01: For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section IX, County shall pay to Contractor an amount not to exceed \$268,828.00, including all expenses.
- C. Section 9.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$268,828.00, including all expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- D. Section 9.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$268,828.00.
- E. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

12-18-08 orig. ret. to Cheryl at Purchasing


F. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION

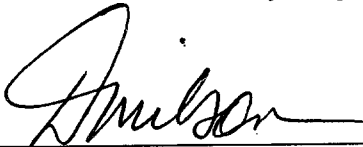
This First Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

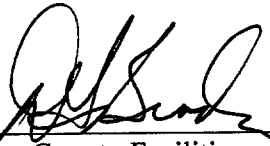
By: 
Robert E. Hebert, County Judge

Date: 12/2/08

ATTEST:



Dianne Wilson, County Clerk

APPROVED:

By: 
Don Brady, County Facilities
Management & Planning Director

Date: 12-4-8

CONTRACTOR:
WEATHERPROOFING TECHNOLOGIES, INC.
A SUBSIDIARY OF TREMCO INCORPORATED


David M. Naber,
Principal Consultant

Date: 12.1.08

MER:Tremco.Weatherproofing Technologies.Libraries.First Amendment.3821(11242008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$268,828.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: Change Order #1 dated October 20, 2008

EXHIBIT A

WTI CONTRACTING

CHANGE ORDER PROPOSAL

DISTRIBUTION:

WTI Project #: 9129371
 Initiation Date October 20, 2008
 Change Order # 001

- Construction Manager
- Corporate Account Mgr.
- WTI Superintendent
- Roofing Subcontractor
- Other: _____

Project Name: First colony library
 Project Number: 9129371
 Address: **2121 Austin Parkway, Sugar Land, Texas 77479**
 Contract For: 2 SECTIONS ROOF REPLACEMENT BUR, 3 SECTIONS ROOF REPLACEMENT METAL
 Contract Date: November 30, 2006

The following is a change from the original scope of work for the above referenced job:


Change:	\$ Amount
Clean and seal brick and joints in designated areas	\$2,965.00
Reseal glass blocks in penthouse roofs	\$1,554.00

The original Contract Sum	\$264,309.00
Net change by previously authorized Change Orders	0
The Contract Sum prior to this Change Order	\$264,309.00
The amount Contract Sum will be increased by this Change Order	\$4,519.00
The new Contract Sum including this Change Order will be	268,828.00
The Contract Time will be changed by	2 days
The Date of Substantial Completion as of the date of this Change Order therefore is	

APPROVED BY:

WTI Project Manager

Owner


 Sign Name: _____
 Print Name: Ray White
 Date: 12-28-06

Sign Name: _____
 Print Name: _____
 Date: _____

The logo for Thomson West, featuring the word "THOMSON" in a bold, sans-serif font above a horizontal line with a small star in the center, and the word "WEST" in a bold, sans-serif font below the line.

THOMSON
WEST

Laura Scyrkels
Government Sales Representative
West, a Thomson Reuters business
Telephone: 281-701-9617
Laura.scyrkels@thomson.com

Mrs. Virginia Pape
Fort Bend County Law Library
301 Jackson Street #101
Richmond, TX 77469

November 7, 2008

This Sole Source letter shall apply to:
Fort Bend County Law Library Book Account - 1000644784
Fort Bend County Law Library Patron Access Account - 1003101974

Dear Mrs. Pape,

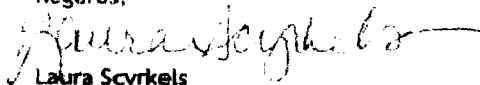
The Westlaw subscription is kept up-to-date via subscribing to a monthly flat rate program released on Westlaw as information becomes available to Thomson West. These materials are essential to a person's legal knowledge by having access to the most up-to-date legal material.

The West Publishing book materials that Fort Bend County currently subscribes to are provided as updates become available to Thomson West. When these updates are published and delivered to Fort Bend County is when you are billed for these materials. West Publishing may update these items weekly, monthly, quarterly or annually.

Thomson West's exclusive materials are as follows:
Exclusive publisher of the TX Vernon's Statutes, Codes and Rules
West's Key Number System is exclusive to Westlaw
West's Attorney Editorial Enhancements in our Headnotes, Synopsis and Parallel Cases
Keycite Citator Service
Most Cited Cases
Statutes Plus - which provides your online research with more of a book-like feel
West's Smart Tools

West is a sole source provider for these materials and updated releases for Westlaw and West Publishing cannot be obtained from any other source.

Regards,

A handwritten signature in cursive script that reads "Laura Scyrkels".

Laura Scyrkels

West Government Representative for Southeast Texas



November 7, 2008

FORT BEND COUNTY LAW LIBRARY
VIRGINIA RICHARDS PAPE
301 JACKSON RM 302
RICHMOND, TX 77469

RE: SOLE SOURCE LETTER #0000265152

Dear VIRGINIA :

This is to acknowledge your recent inquiry regarding sole source.

LexisNexis® Matthew Bender®, Michie™, Shepard's®, Anderson Publishing® and Gould Publications™ are divisions of Reed Elsevier, Inc., and is the sole source of all Matthew Bender, Michie, Shepard's, Anderson Publishing and Gould Publishing products. LexisNexis alone determines the pricing of all its products.

All billing documents and letterhead will be named under the legal entity of **LexisNexis Matthew Bender**. However, the name to use for tax identification purposes is **Matthew Bender & Company, Inc., d/b/a LexisNexis Matthew Bender**. Our tax identification number is **14-0499170** and remains unchanged.

There is one remittance address: P. O. Box 7247-0178, Philadelphia, PA 19170-0178. Checks should be made payable to Matthew Bender & Co., Inc.

If you have any questions regarding a W-9, please call our Finance department at (518) 487-3363. If we may be of further assistance, please contact our Customer Service Department. Our toll-free number is 800-542-0957. They are available Monday through Friday from 8AM to 8PM Eastern Time.

Sincerely,

BARBARA KEMPF
STATE & LOCAL GOVERNMENT

LexisNexis Matthew Bender
1275 Broadway, Albany NY 12204-4026
www.lexisnexis.com



November 7, 2008

FORT BEND COUNTY LAW LIBRARY
VIRGINIA RICHARDS PAPE
301 JACKSON RM 302
RICHMOND, TX 77469

14 B 2)

RE: SOLE SOURCE LETTER #0000265152

Dear VIRGINIA :

This is to acknowledge your recent inquiry regarding sole source.

LexisNexis® Matthew Bender®, Michie™, Shepard's®, Anderson Publishing® and Gould Publications™ are divisions of Reed Elsevier, Inc., and is the sole source of all Matthew Bender, Michie, Shepard's, Anderson Publishing and Gould Publishing products. LexisNexis alone determines the pricing of all its products.

All billing documents and letterhead will be named under the legal entity of LexisNexis Matthew Bender. However, the name to use for tax identification purposes is Matthew Bender & Company, Inc., d/b/a LexisNexis Matthew Bender. Our tax identification number is 14-0499170 and remains unchanged.

There is one remittance address: P. O. Box 7247-0178, Philadelphia, PA 19170-0178. Checks should be made payable to Matthew Bender & Co., Inc.

If you have any questions regarding a W-9, please call our Finance department at (518) 487-3363. If we may be of further assistance, please contact our Customer Service Department. Our toll-free number is 800-542-0957. They are available Monday through Friday from 8AM to 8PM Eastern Time.

Sincerely,

BARBARA KEMPF
STATE & LOCAL GOVERNMENT



SCHEDULE A
Accurint for Government
 (Per User Subscription)

Agency Name: <u>Fort Bend County</u>	Address: <u>301 Jackson Street, Ste. 101</u>
Dept: _____	City, State, Zip: <u>Richmond, TX 77469</u>
Contact Name: <u>Gilbert Jalomo</u>	Phone: <u>281-341-4440</u>
Billgroup #(s): <u>1331185</u>	Email: <u>jalomgil@co.fort-bbend.tx.us</u>
LN Account Manager: <u>Yvette Cleveland</u>	

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Government services, as set forth in the LN Government Public Records Application & Agreement dated January 10, 2007 by and between Fort Bend County ("Customer") and LexisNexis Risk & Information Analytics Group Inc. f/k/a LexisNexis Risk Management Inc. ("LN"), to which this Schedule A is incorporated by reference.

1. TERM

The term of this Schedule A will be twelve (12) months beginning 12/01/2008 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		21
Standard Features Fee:		\$85
Premium Features Fee:	<input type="checkbox"/> Advanced Person Search <input type="checkbox"/> People At Work <input type="checkbox"/> Wireless Access	\$
Premium Plus Features Fee:	<input type="checkbox"/> News (\$35.00) <input type="checkbox"/> Person Alerts Monitoring (\$30.00) <input type="checkbox"/> Phones Plus (\$25.00)	\$
Total Monthly User Fees (per user):		\$85
Total Monthly Minimum Amount:		\$1785

All of the searches and reports included in the Price Schedule, attached hereto, are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month.

2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Person Search, Bankruptcy Docket, Delaware Corporation Search and Report, Dun and Bradstreet Search, MVR, News Searches, Onsite Civil and Criminal Court Search, People at Work, Phones Plus, Property Deed Image, Satellite Image, Wireless Access, XML, Smart Jury and Batching Service. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

12-3-08 COPY received

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

2.4 Annual User Fee Adjustment: At the end of the Initial Term and any Renewal Term, User Fees will be increased three percent (3%).

3. CLOSED OFFER

Unless otherwise accepted by LN, the offer contained herein is valid if the signed Schedule A is received by LN on or before 12/05/2008.

4. CONFIDENTIAL INFORMATION

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party, subject to the requirements of the Texas Public Information Act.

Agreed to and accepted by: Fort Bend County

Signed: _____

Name: _____

Title: _____

Date: _____

Robert Hebert

Robert Hebert

County Judge

12-2-08

Accurint for Government

(Effective 06/20/2008)

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
ADVANCED PERSON SEARCH	\$0.50
BANKRUPTCY SEARCH (Charged per search)	Standard Feature
Bankruptcy Report	Standard Feature
Bankruptcy Docket Sheet (\$0.50 for first 5 pages & \$0.20 per page thereafter)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document)	\$0.20
BASIC LOOKUP SEARCH (Directory Assistance)	Standard Feature
BUSINESS CREDIT SEARCH	Standard Feature
Business Credit Report	Standard Feature
BUSINESS INSTANTID SEARCH (Charged per search)	Standard Feature
BUSINESS INSTANTID & FRAUDEDEFENDER SEARCH (Charged per search)	Standard Feature
BUSINESS SEARCH	Standard Feature
BUSINESSES IN THE NEWS SEARCH	\$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	Standard Feature
CONCEALED WEAPONS PERMIT SEARCH	Standard Feature
CORPORATION FILINGS SEARCH (Report included except in Delaware)	Standard Feature
COURT SEARCH WIZARD (On Site) (Orders are non-refundable)	
County-Level Search (Additional court access fees may apply)	
Criminal - 7 Year	\$12.50
Criminal - 10 Year	\$18.50
Civil Upper Court - 7 Year	\$12.50
Civil Lower Court - 7 Year	\$12.50
Civil Upper Court - 10 Year	\$18.50
Civil Lower Court - 10 Year	\$18.50
Federal-Level Search	
Criminal - 7 Year	\$15.00
Criminal - 10 Year	\$19.00
Civil - 7 Year	\$15.00
Civil - 10 Year	\$19.00
State Criminal History Databases (Available states listed)	
Alabama	\$36.00
Arkansas	\$29.50
Colorado	\$22.50
Connecticut	\$43.50
Delaware	\$26.50
Florida	\$35.50
Hawaii	\$26.50
Indiana	\$30.00
Iowa	\$35.50
Kansas	\$30.00
Kentucky	\$37.50
Maine	\$37.50
Maryland	\$28.00
Michigan	\$26.50
Minnesota	\$26.50
Missouri	\$26.50

Montana	\$27.50
New Jersey	\$33.00
New Mexico	\$27.50
New York	\$65.00
North Carolina	\$27.50
Oklahoma	\$40.00
Oregon	\$30.50
Pennsylvania	\$24.00
South Carolina	\$47.50
South Dakota	\$33.50
Texas	\$21.50
Washington	\$30.00
Wisconsin	\$26.50
Wyoming	\$32.50
CRIMINAL RECORDS SEARCH (Charged per search)	Standard Feature
Criminal Records Report	Standard Feature
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	Standard Feature
DEATH RECORDS SEARCH (Charged per search)	Standard Feature
Death Records Report (Charged per search)	Standard Feature
DELAWARE CORPORATION SEARCH	\$1.00
Delaware Corporation Report	\$11.00
DRIVER LICENSES SEARCH	Standard Feature
DUN & BRADSTREET (D&B) SEARCH	\$0.25
Dun & Bradstreet (D&B) Report	Standard Feature
FAA AIRCRAFT SEARCH (Report Included)	Standard Feature
FAA PILOT SEARCH (Report Included)	Standard Feature
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	Standard Feature
FLORIDA ACCIDENTS SEARCH (Report Included)	Standard Feature
FORECLOSURES SEARCH (Report Included)	Standard Feature
HUNTING/FISHING LICENSE SEARCH	Standard Feature
INSTANTID (Consumer) SEARCH (Charged per search)	Standard Feature
INSTANTID (Consumer) & FRAUDDEFENDER SEARCH (Charged per search)	Standard Feature
INTERNET DOMAIN NAME SEARCH	Standard Feature
LIENS & JUDGMENTS SEARCH (Charged per search)	Standard Feature
Liens & Judgments Report	Standard Feature
MARRIAGES/DIVORCES SEARCH	Standard Feature
MOTOR VEHICLES SEARCH	Standard Feature
Motor Vehicles Report	Standard Feature
MVR REPORTS (DRIVING RECORDS) (Charged per search)	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Maryland	\$14.00
Minnesota 5-year	\$7.50
Mississippi 3-year	\$16.00

Missouri 3-year	\$6.25
Nebraska 5-year	\$8.00
North Carolina 3-year/7-year	\$10.00
Ohio 3-year	\$7.00
Rhode Island 3-year	\$23.00
South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$13.00
West Virginia 7-year	\$10.00
NATIONAL UCC FILINGS SEARCH (Report Included)	Standard Feature
OFFICIAL RECORDS SEARCH (Report Included)	Standard Feature
PATRIOT ACT SEARCH (Charged per search)	Standard Feature
PEOPLE AT WORK SEARCH	\$1.00
PEOPLE IN THE NEWS SEARCH	\$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Accurant Account) (Alerts charged at regular price)	
1 - 50	\$3.00
51 - 250	\$15.00
251 - 500	\$30.00
501 - 1,000	\$60.00
1,001 - 5,000	\$300.00
5,001 - 25,000	\$1,500.00
25,001 - 10,0000	\$6,000.00
PERSON SEARCH	Standard Feature
Bankruptcy Checkbox (Charged per search)	Standard Feature
PHONES PLUS SEARCH	\$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	Standard Feature
PROPERTY ASSESSMENT SEARCH	Standard Feature
Property Assessment Report	Standard Feature
PROPERTY DEED SEARCH	Standard Feature
Property Deed Report	Standard Feature
Property Deed Image	\$8.00
RELAIVNT VISUAL LINK ANALYSIS (PER DIAGRAM)	Standard Feature
REVERSE LOOKUP SEARCH (Reverse Directory)	Standard Feature
SATELLITE IMAGE SEARCH	\$1.00
SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)	Standard Feature
VOTER REGISTRATION SEARCH	Standard Feature
WATERCRAFT SEARCH	Standard Feature
Watercraft Report	Standard Feature
SUMMARY REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	
ASSET REPORT	Standard Feature
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
FINDER REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	
COMPREHENSIVE REPORT (BEST VALUE)	Standard Feature
Included in this report: Summary Report, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
COMPREHENSIVE ADDRESS REPORT	

Base Report Features: (Current and Previous Residents and Phones at Address)	Standard Feature
Additional Report Options:	
Property Ownership Current / Previous	Standard Feature
Businesses at Address	Standard Feature
Neighbors at Address	Standard Feature
Driver Licenses at Address	Standard Feature
Motor Vehicles Registered at Address	Standard Feature
Bankruptcy (Charged per search)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
COMPREHENSIVE BUSINESS REPORT	
Base Report: (Name Variations and Businesses at Address)	Standard Feature
Additional Report Options:	
Bankruptcy (Charged per search)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Corporation Filings	Standard Feature
Business Registrations	Standard Feature
UCC Filings	Standard Feature
Associated Businesses	Standard Feature
Associated People	Standard Feature
Properties	Standard Feature
Motor Vehicles	Standard Feature
Internet Domain Names	Standard Feature
Dun & Bradstreet Records	Standard Feature
CUSTOM COMPREHENSIVE REPORT	
Base Report: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	Standard Feature
Additional Report Options:	
Associates	Standard Feature
Property	Standard Feature
Bankruptcy (Charged per search)	Standard Feature
People at Work	Standard Feature
UCC Filings	Standard Feature
Criminal Records (Charged per search)	Standard Feature
Sexual Offenses (Charged per search)	Standard Feature
Florida Accidents	Standard Feature
Driver Licenses Information	Standard Feature
Motor Vehicles Registration (Watercraft & Boat Trailers included)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
Professional Licenses (Charged per search)	Standard Feature
Supplemental Data Sources (Charged per search)	Standard Feature
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	Standard Feature
Relatives (Per Degree of Separation; Up to 3 Degrees)	Standard Feature
Batch Wizard	
BUSINESS BATCH	
Basic Business Batch (Address and/or Phone)	\$0.25
Other Businesses at Phone	\$0.25
Other Businesses at Address	\$0.25
Add Current Bankruptcy (Charged per input)	\$0.25
Add Current Corporate Filing	\$1.00

Reverse Phone Lookup only	\$0.10
Corporate Filings only	\$1.00
INSTANTID (Consumer) BATCH	\$0.65
INSTANTID (Consumer) & FRAUDDEFENDER BATCH	\$0.95
BUSINESS INSTANTID BATCH	\$1.30
BUSINESS INSTANTID & FRAUDDEFENDER BATCH	\$1.30
PATRIOT ACT BATCH (Charged per input)	\$0.25
PEOPLE BATCH	
Standard Options (Price includes one or more options)	\$0.25
-Verify Phone Flag	
-Verify Address Flag	
-Deceased date	
-Active Addresses for subject	
-Active Phones for subject	
-AKA, DOB	
-Listing Name of Phone Number	
-Others using Social Security Number	
-Charge Indicator	
-Previous/Unverified Addresses (with or w/o dates or phones)	
Single Best Address	\$0.25
Reverse Phone Lookup	\$0.25
Unique Address & Phone (Dedupe) (Charged per input)	\$0.25
Unique Address (Dedupe) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.05/input & \$0.20/hit
Unique Phone (Dedupe) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.14/hit
Neighbors (up to 5)	\$0.25
Property (up to 5)	\$1.00
Bankruptcy (Charged per input)	\$0.25
Bankruptcy and Deceased (Charged per input & per hit) (Discount applies to per hit charge)	\$0.25/input & \$0.25/ deceased hit
Accurint Phones Verified	\$0.25
Accurint Phones Verified plus Relatives & Associates (Charged per input & per hit) (Discount applies to per hit charge)	\$0.25/hit & \$0.50/ Relative - Associate hit
Accurint Phones Verified (plus Previous / Unverified phones)	\$0.25
Add Relatives (up to 6 when no active address / phone exists)	\$1.00
Add Relatives	\$1.00
Add People at Work	\$1.00
Add Associates	\$1.00
PHONE BATCH (PROGRESSIVE PHONES)	
EDA (level 1)	\$0.10
Verified (level 2)	\$0.25
Current Phone at Provided or Recent Address	\$0.25
Current Phone for a Relative or Associate	\$0.50
Possible Phone	\$0.03
Phones Plus	\$0.50
Previous or Unverified Phone	\$0.12
De-duplication (Level 1 or Level 2 only) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.14/hit
De-duplication (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.20/hit
PHONE PLUS BATCH	\$0.50
SURECONTACT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75

Deceased	\$0.75
RecoverScore (Charged per input)	\$0.10
SUREPLACEMENT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75
Deceased	\$0.75
Individual Flags (Charged per input)	\$0.05
Flag Bundle (any 6 flags) (Charged per input)	\$0.20
All Flags (Charged per input)	\$0.35
Property Records (up to 3 for Input Address)	\$1.00
Property Records (up to 3 for Updated Address)	\$1.00
Relatives (up to 3)	\$1.00
Associates (up to 3)	\$1.00
Neighbors (up to 3 for Input address)	\$0.25
Neighbors (up to 3 for Updated address)	\$0.25
People at Work (up to 3)	\$1.00
Vehicle Registrations (up to 3)	\$1.00
Judgments and Liens (up to 6)	\$1.00
RecoverScore (Charged per input)	\$0.10
ACCURINT WATCHDOG (Each Watchdog record returned constitutes a hit)	
Change of Address	\$0.25
Phone Number Change	\$0.25
Name Change	\$0.25
Date of Death	\$0.25
Bankruptcy	\$0.75
New Vehicle Registration	\$0.75
Property Ownership	\$1.00
WATCHDOG STORAGE FEES (Storage fees are in addition to new hits)	
up to 10,000 records per month	\$100
10,001 - 50,000 records per month	\$250
50,001 - 100,000 records per month	\$350
over 100,000 records per month	\$500 up

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11/24/08	Submitted By: Ed Sturdivant
Court Agenda Date: 12/2/08	Department: Auditor's Office
	Phone Number: 281-341-3769

SUMMARY OF ITEM:

APPROVE RENEWAL OF AGREEMENT BETWEEN FORT BEND COUNTY & THOMPSON WEST FOR WESTLAW LEGAL PRODUCTS.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: VARIOUS COURTS Account Number: 63000
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: FEES

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Items to be Westpacked at 50% discount

1000133935 FORT BEND COUNTY JUDGE 1

Material #	Description	Qty
11650849	TX PR V22-23A MUN LAW SUB	1
14691813	TX PROB CODE ANNO SUB	2
14850571	TX FAMILY CODE ANNO WCD SUB	2
11309098	TX PR V7-8 CRIM FMS SUB	1
15347784	TX COURT RULES STATE PAM SUB	3
21024066	TX CIV PR & REMEDIES CODE SUB	2
21133558	TX PR V8 CRIM LAW SUB	1
13510785	TX JUR 3D COMPLETE SUB	1
13504165	TX TRIAL HNDBK SUB	1
21085979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
11627359	TX PR V40-43B CRIM PR & PROC SUB	1
12094745	TX UCC FMS SUB	1
17133736	TX PR V47 DISC PR HNDBK SUB	1
21086649	TX PR V17-18 PROB SUB	1
21007609	TX FAMILY CODE PAM SUB	2
21013595	TX PENAL CODE PAM SUB	2
21014966	TX CRIM PROC CODE & RULES PAM SUB	2
21064335	TX PROB CODE PAM SUB	2
21069780	TX LOCAL GOVT CODE PAM SUB	2

1000074599 FORT BEND COUNTY LAW COURT 2

40164526	TX COURT RULES STATE FED & LOCAL PAM	1
14691813	TX PROB CODE ANNO SUB	2
14850571	TX FAMILY CODE ANNO WCD SUB	1
11309098	TX PR V7-8 CRIM FMS SUB	1
21133558	TX PR V8 CRIM LAW SUB	1
13510785	TX JUR 3D COMPLETE SUB	1
21085979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
11627359	TX PR V40-43B CRIM PR & PROC SUB	1
21007609	TX FAMILY CODE PAM SUB	1
21013595	TX PENAL CODE PAM SUB	3
21014966	TX CRIM PROC CODE & RULES PAM SUB	1
21064335	TX PROB CODE PAM SUB	3

1000031369 FORT BEND COUNTY LAW COURT 3

40164526	TX COURT RULES STATE FED & LOCAL PAM	1
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14891511	TX CIV PR STATS & RULES SUB	1
14891813	TX PROB CODE ANNO SUB	2
14850571	TX FAMILY CODE ANNO WCD SUB	1
21085979	TX VERN RULES ANNO CIV SUB	1
13516694	RIGHTS JUVENILES SUB	1
21044954	TX VERN STAT SUB	1
12094745	TX UCC FMS SUB	1
17085272	TX SESSION LAWS BV SUB	1
21007809	TX FAMILY CODE PAM SUB	1
21084335	TX PROB CODE PAM SUB	1

1003019030

FORT BEND COUNTY LAW COURT 4

13510726	TX PENAL CODE ANNO SUB	2
14891813	TX PROB CODE ANNO SUB	1
14850571	TX FAMILY CODE ANNO WCD SUB	3
21085979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
21013595	TX PENAL CODE PAM SUB	2
21084335	TX PROB CODE PAM SUB	2
21118583	TX BUSINESS & COMMERCE CODE PAM SUI	1

1000337865

FORT BEND COUNTY COURTHOUSE 240th

11650849	TX PR V22-23A MUN LAW SUB	1
21085979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
17133736	TX PR V47 DISC PR HNDBK SUB	1

1000738348

FORT BEND COUNTY 268th

21035157	BANKR CODE RULES & FMS PAM SUB	1
40164526	TX COURT RULES STATE FED & LOCAL PAM	3
13510726	TX PENAL CODE ANNO SUB	1
14973703	TX RULES CIV PROC ANNO PAM SUB	1
21081301	FED CIV JUD PROC & RULES SUB	1
13510904	TX CIV PR SUB	1
13510785	TX JUR 3D COMPLETE SUB	1
21085979	TX VERN RULES ANNO CIV SUB	1
17408489	TX CASES 3D SUB	1
21044954	TX VERN STAT SUB	1
21021830	TX DIG 2D SUB	1
12094745	TX UCC FMS SUB	1
21014966	TX CRIM PROC CODE & RULES PAM SUB	3

1000720774

FORT BEND COUNTY 328th

14850571	TX FAMILY CODE ANNO WCD SUB	2
15347784	TX COURT RULES STATE PAM SUB	2
40277393	TX COURT RULES LOCAL PAM SUB	2
21085979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
12094745	TX UCC FMS SUB	1

1000100666

40184526	TX COURT RULES STATE FED & LOCAL PAV	1
13510726	TX PENAL CODE ANNO SUB	1
21119784	TX PR V1-2 RLS EVID SUB	1
21065979	TX VERN RULES ANNO CIV SUB	1
21044954	TX VERN STAT SUB	1
11408859	GRAHAM HINDBK FED EVID SUB	1
17108688	TX PR V2A COURTROOM HINDBK SUB	1
21014965	TX CRIM PROC CODE & RULES PAM SUB	3

FORT BEND COUNTY JUDGE 434th

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

_____ 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)
 _____ 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.
 _____ 36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for second 12 months.

Subscriber's Initials _____ attorneys or corporate users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

Internal Corporate Use Only	BND
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Technical Contact for Westlaw Patron Access and Campus Research

Name (please print): _____ Current Acct # _____
 Telephone: _____ E-Mail Address: _____
 Subscriber's Initials _____ terminals will be used for Patron Access (not required for Campus Research).

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

Notes: _____

Subscriber's Initials for 12 Month Renewal Term * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges.
 Subscriber's Initials for 24 Month Renewal Term * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.
 Subscriber's Initials for 36 Month Renewal Term * Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+						
Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
Same as before						

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+ Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges

Notes:

Total Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a 12 month Minimum Term. Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Subscriber's Initials _____ attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable

CD-ROM and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges

Notes:

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional

amounts under this Order Form, is paid in full.

Subscription Service and Passwords. Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials, all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota and is governed by ^{TXAS} ~~Minnesota~~ law. The state and federal courts sitting in ~~Minnesota~~ will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmaturred installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's ^{TXAS} ~~Subscriber~~ Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on ~~Minnesota~~ contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are not refundable.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords
	Please see list for items to be cancelled below signature	

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X _____ Date _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____
 Title _____
 Date _____
 Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge _____

1000133935

Westlaw to be cancelled:

30305082	WL PRO ALL AMJUR ALR LIBRARY BANDED	10
40229750	WL PRO ALL CASES & STATUTES - TX BANDED	10
30300059	WL PRO ANCILLARY	1
40155529	WL PRO CORPUS JURIS SEC BANDED	10
30302436	WL PRO FED PRACTICE & PROC BANDED	10
40319303	WL PRO LEGISLATIVE HISTORY TX BANDED	10
40015092	WL PRO TX BLUESHEETS JURY VERDICT BANDED	10
30303447	WL PRO TX JURISPRUDENCE BANDED	10
30304608	WL PRO TX PRACTICE BANDED	10
30303451	WL PRO TX PRACTICE GUIDE BANDED	10
30303152	WL PRO WESTNEWS - US NEWS BANDED	10

Non Availability of Funds Clause:

If **Fort Bend County Judges** fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Amendment or if a lawful order issued in or for any fiscal year during the Term of this Amendment reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Amendment shall terminate on the date said funds are no longer available without any termination charges or other liability incurring as to the Subscriber. The Subscriber shall provide West, a Thomson Reuters business with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise prompt notice will suffice.

Westlaw Government Select Modules Addendum
PROGRAM ID : CPRO

Date 11/10/08
 Account Name Fort Bend County Judges
 Account Number 1000133935
 Subscriber's Initials for Modules elected by Subscriber _____

Please enter the state designation for each applicable Core and State-Specific module specified

<p>Core(s)</p> <p><input checked="" type="checkbox"/> Westlaw Select State Core: <u>TX</u></p> <p><input type="checkbox"/> Regulatory Core</p> <p><input type="checkbox"/> Federal Primary Core</p> <p>State Specific Modules</p> <p><input type="checkbox"/> _____ Administrative</p> <p><input type="checkbox"/> _____ Analytical</p> <p><input type="checkbox"/> _____ Business Law</p> <p><input type="checkbox"/> _____ Construction Law</p> <p><input type="checkbox"/> _____ Criminal</p> <p><input type="checkbox"/> _____ eForms: Courts and Agencies</p> <p><input type="checkbox"/> _____ Employment Law</p> <p><input type="checkbox"/> _____ Environmental Law</p> <p><input type="checkbox"/> _____ Estate Planning</p> <p><input checked="" type="checkbox"/> <u>TX</u> Family Law</p> <p><input type="checkbox"/> _____ Family Law with Public Records</p> <p><input type="checkbox"/> _____ Federal Materials</p> <p><input type="checkbox"/> _____ Forms</p> <p><input checked="" type="checkbox"/> <u>TX</u> Graphical Bundle</p> <p><input checked="" type="checkbox"/> <u>TX</u> Jurisprudence</p> <p><input type="checkbox"/> _____ Jury Instructions</p> <p><input type="checkbox"/> _____ Legislative History</p> <p><input type="checkbox"/> _____ Litigation Basics</p> <p><input type="checkbox"/> _____ Municipal Law</p> <p><input type="checkbox"/> _____ Municipal Law Advisor</p> <p><input type="checkbox"/> _____ Pleadings, Motions & Memoranda</p> <p><input checked="" type="checkbox"/> <u>TX</u> Practice Series</p> <p><input checked="" type="checkbox"/> <u>TX</u> Real Property</p> <p><input type="checkbox"/> _____ State Court Dockets</p> <p><input type="checkbox"/> _____ State Court Documents</p> <p><input type="checkbox"/> _____ Supreme Court and Appellate Court Briefs</p> <p><input type="checkbox"/> Additional State Primary Law Module: _____</p> <p>National and Topical Modules</p> <p><input type="checkbox"/> 50 State Statutes Survey</p> <p><input type="checkbox"/> Advanced Employment Practice</p> <p><input type="checkbox"/> Advanced Managing Outside Counsel</p> <p><input checked="" type="checkbox"/> All Analytical</p> <p><input type="checkbox"/> All Briefs</p> <p><input type="checkbox"/> All Federal Cases</p> <p><input type="checkbox"/> All Forms</p> <p><input type="checkbox"/> All News</p> <p><input checked="" type="checkbox"/> All Primary Law</p> <p><input type="checkbox"/> All State Cases</p>	<p>National and Topical Modules (Continued)</p> <p><input type="checkbox"/> All State Primary Law</p> <p><input type="checkbox"/> American Jurisprudence (AMJUR)</p> <p><input type="checkbox"/> American Jurisprudence Legal Forms</p> <p><input type="checkbox"/> American Law Reports (ALR)</p> <p><input type="checkbox"/> Bill & Regulatory Tracking</p> <p><input type="checkbox"/> Case Evaluator</p> <p><input type="checkbox"/> Corporate Forms</p> <p><input type="checkbox"/> Corpus Juris Secundum (CJS)</p> <p><input type="checkbox"/> Criminal Litigation Specialist</p> <p><input type="checkbox"/> Criminal Records</p> <p><input type="checkbox"/> Employment Coordinator</p> <p><input type="checkbox"/> Environmental Law-Analytical</p> <p><input type="checkbox"/> Expert Testimony</p> <p><input type="checkbox"/> Federal Primary Law</p> <p><input type="checkbox"/> Graphical Statutes</p> <p><input type="checkbox"/> Health Care</p> <p><input type="checkbox"/> Law Reviews and Journals</p> <p><input type="checkbox"/> Legislative History-Federal & All State</p> <p><input type="checkbox"/> National Criminal Analytical</p> <p><input type="checkbox"/> National Criminal Pleadings, Motions & Memoranda</p> <p><input type="checkbox"/> National Criminal Trial Court Orders</p> <p><input type="checkbox"/> National Public Records</p> <p><input type="checkbox"/> Norton Bankruptcy Law</p> <p><input type="checkbox"/> PastStat Locator</p> <p><input type="checkbox"/> Real Property</p> <p><input type="checkbox"/> Real Property Construction</p> <p><input checked="" type="checkbox"/> RegulationsPlus</p> <p><input type="checkbox"/> ResultsPlus</p> <p><input checked="" type="checkbox"/> ResultsPlus Premium</p> <p><input checked="" type="checkbox"/> US News</p> <p><input checked="" type="checkbox"/> <u>TX</u> Practice Guide</p> <p><input checked="" type="checkbox"/> <u>TX</u> Elder Essentials</p> <p><input checked="" type="checkbox"/> Blacks Law Dictionary Digital</p> <p><input checked="" type="checkbox"/> <u>TX</u> DUI</p> <p><input checked="" type="checkbox"/> Nutshell Library Plus</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>
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14C

Fort Bend County Tabulation
BID 09-025
Term Contract for Screened Decomposed Granite Gravel

Term: through 30 September 2009
Recommendation: Lindig Construction and Trucking

Company	Lawson #	Unit Price
Lindig Construction and Trucking Johnson City		\$30.40 per ton 25 ton minimum order
CJM Trucking Richmond		\$42.00 per ton 6 ton minimum order

12-2-08

14C

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court
on 12/02/08. Thank you.

DATE: December 3, 2008

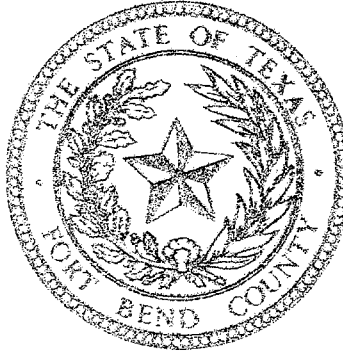
RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

RECEIVED # 14C

Bid 09-025

12-12-08 orig. ret. to Cheryl at purchasing

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Purchase of Screened Decomposed Granite Gravel
for Fort Bend County
BID 09-025**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, November 6, 2008
1:30 PM (Central)

MARK ENVELOPE:

BID 09-025
Granite Gravel

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 10/11/08
Issued: 10/22/08

Vendor Information

Lindig Construction and Trucking
Legal Name of Contracting Company

[REDACTED]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(830) 868-4864 Telephone Number (830) 868-7864 Facsimile Number

P.O. Box 318,
Complete Mailing Address (for Correspondence)

Johnson City, Tx 78636
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Dulce Lopez, Secretary
Authorized Representative and Title (printed)

lindig@moment.net
Authorized Representative's Email Address

Dulce Lopez
Signature of Authorized Representative

Initials of Bidder: DL

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: OL

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: DL

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: DL

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: DL

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: DL

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: DL

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: DL

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: DL

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: DL

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: DL

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide screened decomposed granite gravel, which meet or exceed the specifications contained herein.

Initials of Bidder: DL

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **through 30 September 2009**, renewable annually for four (4) years (through 30 September 2013) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 DELIVERY:

- 6.1 Items ordered from this bid may require delivery to various locations throughout Fort Bend County, as specified at time of order.
- 6.2 In order to be considered for delivery of road materials to a jobsite, vendor is required to enter price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for jobsite deliveries, Fort Bend County shall use rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff as applicable.

7.0 MISCELLANEOUS:

- 7.1 All prices, unless otherwise specified, are to be FOB delivery point.
- 7.2 All orders for road materials must be authenticated by a Purchase Order issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.
- 7.3 Vendor will not substitute any materials unless authorized by the Fort Bend County Purchasing Agent and the County Road Commissioner.
- 7.4 MSDS (Manufacturer's Safety Data Sheets) must be provided on all applicable deliveries.
- 7.5 Include any and all taxes applicable at the time the invitation for bids was issued. New state sales tax laws may effect your bid price.

Initials of Bidder: DL

8.0 POINT OF CONTACT:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

9.0 PREVAILING WAGES:

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

10.0 INSURANCE:

10.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

10.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

10.2.1 Workers Compensation: See Section 12.0.

10.2.2 Employer's Liability: \$500,000

10.2.3 General liability including:

- 10.2.3.1 Premises/Operations
- 10.2.3.2 Products/Completed Operation
- 10.2.3.3 Contractual
- 10.2.3.4 Owner's Protective
- 10.2.3.5 Personal Injury/Advertising Liability
- 10.2.3.6 Mobile Equipment

10.2.4 General liability limits shall be equal to or greater than:

- 10.2.4.1 \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- 10.2.4.2 \$500,000 Bodily Injury and Property Damage combined, single limit.
- 10.2.4.3 Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be

Initials of Bidder: D

\$1,000,000. Claims - made policies shall not be acceptable.
All policies shall be occurrence basis.

10.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- 10.2.5.1 \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence;
or,
- 10.2.5.2 \$500,000 Bodily Injury and Property Damage combined, single limit.

10.2.6. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

- 10.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

- 11.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 11.2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.
- 11.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

- 11.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.
- 11.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.
- 11.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.
- 11.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.
- 11.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 11.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 11.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 11.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.


12.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

12.1 Definitions:

- 12.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 12.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 12.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include,

Initials of Bidder: 

without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 12.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 12.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 12.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 12.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 12.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 12.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 12.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 12.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 12.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 12.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

Initials of Bidder: DL

- 12.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- 12.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- 12.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 12.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 12.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 12.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 12.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 12.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
- 12.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

12.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

12.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

13.0 SPECIFICATIONS, REQUIRED MATERIALS:

Screened Decomposed Granite Gravel ³/₄-:

Grain Size in Millimeters:

% Cobbles	% Gravel	% Sand	% Silt or Clay
0.0	32.0	57.0	11.0

Classification:

Sample No.	LL	PL	PI
95/878	41	19	22

Price per ton delivered throughout Fort Bend County: \$ 30.40

Minimum order: 25 tons per load

Plant location & phone number: Johnson City, TX (830) 868-4864

CONTRACT SHEET

JK

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 2nd
8 day of December, 2008, by and between Fort
Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue
of an order of Fort Bend County Commissioners Court, and Lindy Trucking, Inc. (hereinafter designated
(company name)
Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Granite Gravel** which are hereto attached and made
a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract
between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted
bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order
authorizing the items desired has been issued.

Executed at Richmond, Texas this 2nd day of December 2008.


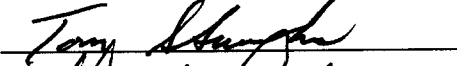

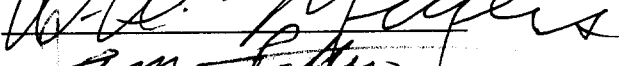
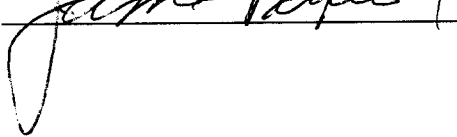
By: Robert Hebert
County Judge

By: Kayla Gale
Signature of Contractor

By: Kayla Gale - Office Mgr
Printed Name and Title

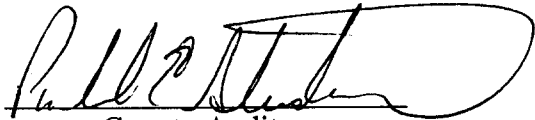
**IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY
FOR THE FISCAL YEAR 2009**

On this the 2nd day of December, 2008 at a regular session of
Commissioners' Court with the following present:

County Judge	<u></u>
Commissioner, Precinct 1	<u></u>
Commissioner, Precinct 2	<u></u>
Commissioner, Precinct 3	<u></u>
Commissioner, Precinct 4	<u></u>

Now, therefore, be it resolved upon the motions of Commissioner Patterson
and seconded by Commissioner Meyers, duly put and carried, it is ordered
that the bills be approved in the amount up to \$ 1,071,002.24 as presented by
Robert Ed Sturdivant, County Auditor.

*****APPROVED*****


County Auditor

Date: _____
Time Reconvened: _____
Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for December 2, 2008

Except as indicated all checks will be released after Commissioners' Court on December 2, 2008

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	2M BUSINESS PRODUCTS, INC	262.08	17,542.31	
12/2/2008	A M AUTOMOTIVE	300.00	1,925.00	
12/2/2008	ADROGUE, MATIAS J	300.00	3,250.00	
12/2/2008	ADT SECURITY SERVICES, INC	149.40	502.02	
12/2/2008	ADVANCE SAFE AND LOCK	84.61	1,132.91	
12/2/2008	ADVANCED OFFICE SYSTEMS INC	316.69	316.69	
12/2/2008	ADVANCE'D TEMPORARIES, INC	27,068.03	128,274.50	
12/2/2008	ADVANT TECH SOLUTION	183.00	7,542.88	
12/2/2008	AFC CORPORATE TRANSPORTATION	4,615.67	254,759.78	
12/2/2008	AHORA TRANSLATIONS, LLP	435.10	8,165.10	
12/2/2008	AIRGAS HOUSTON	1,359.40	2,973.16	
12/2/2008	ALAMO IRON WORKS, INC	495.28	3,194.49	
12/1/2008	ALCOCER, AMADO	475.00		Note: 1
12/2/2008	ALCOCER, MANUELA	500.00	2,205.00	
12/1/2008	ALLEN BOONE HUMPHRIES	1,777.20		Note: 4
12/2/2008	ALLIED HEALTH SERVICES	12,353.25	67,804.00	
12/1/2008	AMERICAN FAMILY LIFE INSUR	419.54		Note: 2
12/1/2008	AMERICAN HERITAGE LIFE INS	45.92		Note: 2
12/2/2008	AMERICAN MATERIALS	6,241.13	12,566.97	
12/2/2008	AMERICAN TOWER CORP	369.35	738.70	
12/2/2008	ANGELINA COUNTY AUDITOR	152,055.00	602,100.00	
12/2/2008	APCO	161.00	161.00	
12/2/2008	AQUA MAKER, LLC	76.59	153.18	
12/2/2008	ASHFORD, ERIC	1,050.00	5,225.00	
12/2/2008	AT & T	2,822.91	220,266.14	
12/2/2008	AT ROAD, INC.	239.70	239.70	
12/2/2008	AUTO TRUCK APPRAISERS, INC	93.00	966.00	
12/2/2008	BADO EQUIPMENT SERVICE CO, INC	99.82	1,635.17	
11/26/2008	BASTINE, RONIQUÉ J	20.00		Note: 1
12/2/2008	BATCHAN, JOHN W JR	1,500.00	3,925.00	
12/2/2008	BECERRA, COLGIN AND PERWIN	4,020.00	11,867.94	
12/2/2008	BESAM ENTRANCE SOLUTIONS	166.41	1,016.64	
12/2/2008	BMC WEST	798.20	3,696.52	
12/2/2008	BOB BARKER COMPANY, INC	2,334.00	8,484.48	
12/2/2008	BOJE, LARRY	225.00	725.00	
12/2/2008	BOOKER, KEYSHA L	900.00	3,837.50	
12/2/2008	BOUND TREE MEDICAL LLC	4,896.35	36,461.30	
12/2/2008	BRAESWOOD OCCUPATIONAL CLINIC	520.00	920.00	
12/2/2008	BRAUN, JEFF	24.11	453.77	
11/26/2008	BRAZORIA COUNTY SHERIFF	130.00		Note: 1
12/2/2008	BRENHAM WHOLESALE GROCERY CO	4,487.65	42,848.64	
12/2/2008	BRYAN COLLEGE STATION	19.95	19.95	
12/2/2008	BUILDING SPECIALTIES	720.96	7,375.97	
12/2/2008	BUSINESS INK, CO.	2,675.46	2,911.64	
11/26/2008	BUTLER AND HAILEY PC	3.00		Note: 1
12/1/2008	CANTU, CHRISTINA	475.00		Note: 1
12/2/2008	CARDEN, MARTIN D	150.00	450.00	
12/2/2008	CEASER, KENDRIC	450.00	11,405.00	
12/2/2008	CENTERPOINT ENERGY ENTEX	29.64	45,010.61	
11/26/2008	CENTERPOINT ENERGY HOUSTON	9,950.00		Note: 1

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	CENTRAL HARDWARE NO 2, LLC	83.78	1,782.70	
12/2/2008	CERVENKA, JUDY	400.00	1,400.00	
12/2/2008	CHAMPAGNE, DEBRA	240.00	640.00	
12/2/2008	CHAMPION FASTENER AND	27.46	2,399.23	
12/2/2008	CHERRY CRUSHED CONCRETE	3,420.48	4,706.98	
12/2/2008	CINGULAR WIRELESS	979.02	24,658.07	
12/2/2008	CLARY BUSINESS MACHINES	539.00	539.00	
12/2/2008	CLAY, CHRISTOPHER	473.17	473.17	
12/2/2008	CNA SURETY	177.50	355.00	
12/2/2008	COASTAL BUTANE SERVICE CO	1,100.00	3,603.50	
11/26/2008	COLLINS, RONALD B	130.00		Note: 1
12/1/2008	CONDREY, JIM	100.00		Note: 3
12/2/2008	CONTROL SCREENING LLC	9,000.00	9,000.00	
12/2/2008	CORPORATE EXPRESS IMAGING	3,827.30	17,821.87	
12/2/2008	CORPORATE OUTFITTERS	1,920.00	2,269.00	
12/2/2008	CORTES, EDUARDO	150.00	8,512.50	
12/2/2008	CROSSWORD TRANSLATION	1,642.50	3,944.50	
12/2/2008	D & N PARTS & EQUIPMENT, INC	762.51	762.51	
12/2/2008	D AND S TRUCK PARTS	532.00	3,523.31	
11/26/2008	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
12/2/2008	DAMON FARM & RANCH	3,574.00	19,429.65	
12/2/2008	DARLING INTERNATIONAL, INC	42.46	42.46	
12/2/2008	DATA FLEX BUSINESS PRODUCTS	864.25	6,395.84	
12/2/2008	DATA TRACE PUBLISHING COMPANY	19.34	19.34	
12/2/2008	DAVIS BROTHERS AUTO SUPPLY	108.44	3,119.65	
12/2/2008	DELL MARKETING L.P.	2,619.42	155,350.73	
12/2/2008	DESAL, RIDDHI	1,000.00	7,600.00	
12/2/2008	DISH NETWORK	6.12	18.10	
12/2/2008	DITTERT RUBBER STAMP, LTD	132.84	966.43	
11/26/2008	DON T SCHWARTZ	5,583.50		Note: 1
12/2/2008	DRIVERS LICENSE GUIDE CO	70.00	98.95	
12/2/2008	DRURY INN	97.75	945.96	
11/26/2008	EASON, DORETHA	3,050.55		Note: 1
11/26/2008	EDWARDS, DAMON	190.50		Note: 1
12/2/2008	EMBROIDEME	9,556.28	9,705.68	
12/2/2008	ENCHANTED GARDENS NURSERY	782.80	3,598.45	
12/2/2008	EQUIPMENT SUPPORT SERVICES-ESS	668.18	11,720.81	
12/2/2008	ESP OFFICE SOLUTIONS, LLC	1,526.90	51,345.06	
12/2/2008	FASTENAL COMPANY	116.72	116.72	
12/1/2008	FBC EMPLOYEE BENEFIT FUND	2,506.31		Note: 2
12/1/2008	FBC SECTION 125	827.49		Note: 2
12/2/2008	FISHERS OF MEN LUTHERAN CHURCH	290.00	290.00	
12/1/2008	FLORES, ISABELLA	13,177.49		Note: 1
12/1/2008	FLOREZ, JACQUELINE V	475.00		Note: 1
12/2/2008	FLOWERS BAKING COMPANY	642.44	8,148.17	
12/2/2008	FORT BEND COMMUNITY	1,520.80	14,162.80	
12/1/2008	FORT BEND COUNTY CLERK	2,458.28		Note: 1
12/1/2008	FORT BEND COUNTY DEPUTY	5.00		Note: 2
11/26/2008	FORT BEND DISTRICT CLERK	125.62		Note: 1
12/2/2008	FORT BEND HYDRAULICS INC	1,631.87	10,934.89	
12/2/2008	FORT BEND MECHANICAL, LTD	11,700.00	46,797.22	
12/2/2008	FOSTER LAW FIRM	475.00	4,737.50	
12/2/2008	FRAZER, LTD	41.10	82,047.85	
12/2/2008	FRED PRYOR SEMINARS	149.00	149.00	
12/2/2008	FUTURE COM LTD	7,530.00	7,530.00	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	G & C BUILDING MAINTENANCE	151.42	26,908.95	
12/2/2008	G AND K SERVICES	935.52	18,835.46	
12/2/2008	GALE, LETOSHA MD	13,000.00	19,500.00	
12/2/2008	GARCIA, CONNIE	19.47	19.47	
12/2/2008	GARCIA, FLORENCIO	340.00	340.00	
12/2/2008	GILBERT, STEVEN J	640.00	12,227.50	
11/26/2008	GILBERT, STEVEN JOHN	65.00		Note: 1
12/2/2008	GLOBAL GOVT EDUCATION	410.00	18,864.07	
12/2/2008	GOLLAHER, KAREN, PSY D	400.00	5,700.00	
11/26/2008	GRAHAM, AMY JO	3.95		Note: 1
12/2/2008	GRAINGER	215.87	16,472.33	
12/1/2008	GREAT SOUTHERN LIFE INSURA	237.41		Note: 2
12/2/2008	GUBBELS, PAMELA	306.11	306.11	
12/2/2008	GUEN, JAMES	38.03	114.67	
12/2/2008	GUS GEORGE LAW ACADEMY	15.00	185.00	
12/2/2008	HALL, MINDY	1,222.92	2,079.54	
12/2/2008	HARRIS COUNTY - J I M S	2,145.89	121,326.11	
11/26/2008	HARRIS COUNTY CONST PCT 1	150.00		Note: 1
11/26/2008	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
11/26/2008	HARRIS COUNTY CONST PCT 7	75.00		Note: 1
12/2/2008	HART, TIFFANY	8.48	23.69	
12/2/2008	HAUSLER'S PAINT AND DECORATING	170.94	170.94	
12/2/2008	HEARN, LOUIS	5.89	5.89	
12/2/2008	HEBERT, ROBERT	231.66	231.66	
12/2/2008	HERMAN, GREGORY MARK	24.60	41.60	
12/2/2008	H-GAC CORPORATION FOR REGIONAL	50.00	50.00	
12/2/2008	HICKMAN, SANDRA	584.64	958.18	
12/2/2008	HICKS-RICHARDSON ASSOCIATES	1,500.00	2,275.46	
12/2/2008	HIGH QUALITY CLEANING SERVICES	4,016.00	12,718.65	
12/2/2008	HLAVINKA EQUIPMENT COMPANY	353.22	767.31	
12/2/2008	HOUSTON BAR ASSOCIATION	25.00	25.00	
12/2/2008	HOUSTON FREIGHTLINER, INC	473.15	3,732.01	
12/2/2008	HOUSTON MEDICAL TESTING	1,620.00	11,434.00	
12/2/2008	HUSKY TRAILER & PARTS CO	152.72	152.72	
12/2/2008	HWE ACQUISITIONS	569.51	7,152.07	
12/2/2008	IMAGE PROFILES, INC	970.00	1,892.23	
12/2/2008	IMPERIAL WOODWORKS, INC.	23,920.00	23,920.00	
12/2/2008	IMPRESSIVE PRINTING	390.50	10,897.15	
12/2/2008	INGRAM LIBRARY SERVICES	1,175.79	31,983.71	
12/1/2008	INTERNAL REVENUE SERVICE	26,674.66		Note: 2
12/2/2008	INTERNATIONAL BRIDGE, TUNNEL	1,900.00	1,900.00	
12/2/2008	I-PLOW	9,800.00	9,800.00	
12/2/2008	JAMES PUBLISHING, INC	87.94	595.58	
12/2/2008	JANECEK, JEFFREY	387.12	387.12	
11/26/2008	JOHN MENSIK	31,825.84		Note: 1
12/2/2008	JOHNSON, KATHY J	2,433.75	5,449.50	
12/2/2008	JONES MCCLURE PUBLISHING	150.00	466.00	
12/2/2008	JOSEPH, DOMINIC MD	2,335.00	2,680.00	
12/2/2008	KINCADE, JAMES P.C.	585.00	5,477.50	
12/2/2008	KONICA MINOLTA BUSINESS	148.15	1,041.45	
12/2/2008	KRISCH, D'NEAL	232.78	232.78	
12/2/2008	KYRIELL, KAETHERYNE B.	271.76	271.76	
12/2/2008	L GUERRERO AND SONS	2,285.25	2,285.25	
12/2/2008	LA QUINTA INN & SUITES	195.50	195.50	
12/2/2008	LABATT FOOD SERVICE	4,705.80	72,784.66	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	LANSDOWNE-MOODY CO, INC	205.09	554.00	
12/2/2008	LAWRENCE MARSHALL FORD MERCURY	52.99	8,091.96	
12/2/2008	LEAVEY, DEBBIE	2,833.33	8,859.78	
12/2/2008	LEXISNEXIS	75.00	851.00	
12/2/2008	LIANG, CATALINA	200.00	4,320.00	
12/2/2008	LINKO'S LITTLE PRINT SHOP	25.45	41.95	
12/2/2008	LITTLEPAGE, AARON	204.00	508.00	
12/2/2008	LONE STAR UNIFORMS, INC	173.70	63,712.60	
12/2/2008	LOPEZ, HIPOLITA	271.76	271.76	
12/2/2008	MALDONADO, A E	450.00	3,750.00	
12/1/2008	MARAVILLA, MIGUEL A	239.36		Note: 1
11/26/2008	MARK MENSIK	15,025.36		Note: 1
12/2/2008	MARTINEZ, STEVEN SCOTT	350.00	3,200.00	
12/2/2008	MATECO TRUCK EQUIPMENT	582.72	7,733.55	
12/2/2008	MCCLURE, DAVID B	750.00	2,750.00	
12/2/2008	MCCLURE, GLEN E	750.00	2,500.00	
12/2/2008	MCDANIEL, CHRIS J	2,185.00	5,747.50	
11/26/2008	MCLAUGHLIN, JANE M	65.00		Note: 1
12/2/2008	MEITZEN, WILLIAM A	500.00	500.00	
12/2/2008	MEL BROWN AND ASSOCIATES	750.00	750.00	
12/2/2008	MEMORIAL HOSPITAL	583.00	5,473.75	
12/1/2008	MENDOZA, JOSE MALDONADO	475.00		Note: 1
12/1/2008	METLIFE	267.75		Note: 2
12/2/2008	MEYERS, W. A. (ANDY)	595.10	1,028.39	
12/1/2008	MINAMYER, MATTHEW PATRICK	334.50		Note: 1
12/2/2008	MIZELL, KATHERINE N	1,006.26	1,006.26	
12/2/2008	MORGAN, VICTORIA	72.00	72.00	
12/2/2008	MRCO, INC	1,500.00	1,500.00	
12/2/2008	MSC INDUSTRIAL SUPPLY CO, INC	39.99	4,700.04	
12/2/2008	MUNOZ, GLADYS	17.26	17.26	
12/2/2008	MUSTANG TRACTOR & EQUIPMENT CO	1,786.18	60,432.39	
12/2/2008	NAPA AUTO PARTS	605.60	6,619.21	
12/1/2008	NATIONWIDE RETIREMENT SOLU	1,603.49		Note: 2
12/2/2008	NEEDVILLE AUTO SUPPLY	74.10	263.66	
12/2/2008	NEXTEL COMMUNICATIONS	1,803.53	65,031.61	
12/2/2008	NJOKU, MICHAEL N	2,812.50	12,882.50	
12/2/2008	NUMERO UNO	500.00	3,456.36	
12/2/2008	OFFICE DEPOT, INC	3,536.74	78,752.46	
12/1/2008	OMALLEY, JAMES	475.00		Note: 1
12/2/2008	O'REILLY AUTO PARTS	839.40	3,347.36	
12/1/2008	ORELLANA, KAREN E	712.50		Note: 1
12/2/2008	OZARKA	806.18	5,561.13	
12/2/2008	P SQUARED EMULSIONS	6,293.00	48,763.40	
12/1/2008	PALACIOS, RAUL ALFONSO	950.00		Note: 1
12/2/2008	PATHWAY TO RECOVERY	50,534.00	71,064.00	
12/2/2008	PATTON, DONNIE R	800.00	1,200.00	
12/2/2008	PEREZ- JARAMILLO, MAGGIE	262.50	18,391.25	
12/2/2008	PERFORMANCE FOOD GROUP	3,679.29	36,164.79	
12/2/2008	PERZ, IRA F	1,100.00	3,800.00	
12/2/2008	PHAMATECH INC	3,168.00	16,470.00	
12/1/2008	PHAN, DAN HOANG	45.00		Note: 1
12/2/2008	PIER SYSTEMS, INC	10.63	10.63	
12/2/2008	PIKETT, KEITH	375.00	1,125.00	
12/2/2008	PITNEY BOWES	4,117.00	53,514.23	
12/2/2008	POWER TOOL SERVICE INC	43.26	520.19	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	PREMIUM FOODS	496.75	24,058.88	
12/2/2008	PRODUCTIVITY CENTER, INC	300.00	1,010.00	
12/1/2008	PROFESSIONAL PROJECT	1,440.00		Note: 4
12/2/2008	PROSPERITY BANK	2,802.62	15,839.19	
11/26/2008	QUIROZ, LUIS	3,950.00		Note: 1
12/2/2008	RANDOM HOUSE, INC	2,107.45	4,693.42	
12/2/2008	RAY GLASS COMPANY INC	506.18	5,124.30	
12/2/2008	REED, JESSE A III, PHD	3,000.00	6,000.00	
12/2/2008	REPRODUCTION EQUIPMENT SERVICE	275.64	575.64	
11/26/2008	ROBERSON, RON C	10.00		Note: 1
12/2/2008	ROBINSON, REGINALD	465.66	465.66	
12/2/2008	RODRIGUEZ, W TROY DDS	5,000.00	5,000.00	
12/2/2008	ROMCO EQUIPMENT COMPANY	51,425.00	57,768.65	
12/2/2008	ROSENBERG TRACTOR	16,053.58	16,268.67	
12/2/2008	ROSE-RICH VET CLINIC, INC.	665.00	665.00	
12/2/2008	RURAL TRASH SERVICE INC	120.00	360.00	
12/2/2008	SALCEDA, ALBERTO G	450.00	2,400.00	
12/1/2008	SANTAMARIA, HEIDY	1,950.00		Note: 1
12/2/2008	SANTOS, ROBERT L	1,230.00	3,580.00	
12/2/2008	SAUCEDA, SYLVIA	189.47	215.73	
12/2/2008	SCHAEFER, NINA	2,550.00	8,722.50	
12/2/2008	SCHEPPS DAIRY	1,150.00	14,593.50	
12/2/2008	SCHINDLER ELEVATOR CORPORATION	554.40	950.40	
12/1/2008	SECURITY BENEFIT LIFE INS	2,758.16		Note: 2
12/2/2008	SEEWEE S TRAVEL BY JACKIE	993.00	6,359.50	
12/2/2008	SETH W SILVERMAN MD, PA	5,000.00	10,000.00	
12/2/2008	SHAW, RUBY	3,210.00	23,982.50	
12/2/2008	SHEPARD, PATRIECE	116.29	702.78	
12/2/2008	SHERATON FORT WORTH HOTEL AND	365.70	365.70	
12/2/2008	SHI GOVERNMENT SOLUTIONS INC	54.00	35,788.99	
12/2/2008	SHOPPA'S FARM SUPPLY INC	597.71	14,567.37	
12/1/2008	SIDDIQI, ADEEL	475.00		Note: 1
12/2/2008	SIMPLEX GRINNELL LP	2,974.98	16,413.98	
12/2/2008	SMITH, MERRI	3,090.00	3,090.00	
12/1/2008	SOLIS, LUIS TRISTAN	950.00		Note: 1
12/2/2008	SOMERSALL, ARIKA	110.85	110.85	
12/2/2008	SOS-FT BEND CO WOMEN'S CENTER	18,813.52	28,414.83	
12/1/2008	SOTO, MIGUEL ANGEL	475.00		Note: 1
12/2/2008	SOUTHERN TIRE MART, LLC	328.00	9,037.92	
12/2/2008	STAPP, SHERYL E	504.24	1,764.84	
12/2/2008	STAR VIDEO PRODUCTIONS	520.00	1,840.00	
12/2/2008	STATE FARM INSURANCE COMPANY	1,497.00	1,497.00	
12/2/2008	STERICYCLE, INC	1,456.00	3,860.62	
12/2/2008	STILES AND ASSOCIATES	1,500.00	1,500.00	
12/2/2008	STORNELLO, ROSARIO	937.50	3,282.50	
12/2/2008	STREAM ENVIRONMENTAL SOLUTIONS	2,000.00	3,250.00	
12/2/2008	TARMAC MATERIALS, LLC	53,884.80	188,769.50	
12/2/2008	TEKPLAN SOLUTIONS, LLC	663.16	20,093.16	
12/2/2008	TERMINIX INTERNATIONAL COMPNAY	2,280.00	2,280.00	
12/2/2008	TERRY, T K	3,237.50	11,737.50	
12/2/2008	TEXANA CENTER	87,868.60	92,170.99	
12/2/2008	TEXAS CORRECTIONS ASSOCIATION	945.00	945.00	
12/1/2008	TEXAS COUNTY & DISTRICT	19,173.39		Note: 2
12/2/2008	TEXAS DISTRICT AND COUNTY	58.00	4,243.00	
12/2/2008	TEXAS MARKING PRODUCTS, INC	378.72	800.97	

<u>Payment Date</u>	<u>Vendor Name</u>	<u>Vendor Payment</u>	<u>Total FY2009 Payments</u>	
12/2/2008	TEXAS SOCIETY OF PROFESSIONAL	280.00	280.00	
12/2/2008	TEXAS STATE UNIVERSITY	75.00	300.00	
12/2/2008	TEXAS WELDERS SUPPLY CO, INC	215.04	2,523.93	
12/2/2008	THOMSON GALE GROUP	148.48	52,422.86	
12/2/2008	TIME CLOCK SALES AND	23.50	59.00	
12/2/2008	T-MOBILE	600.00	600.00	
12/2/2008	TORRES, AMY	156.00	1,062.00	
12/2/2008	TORRES-MILES, CYNTHIA	547.62	1,556.10	
12/2/2008	TRAVIS COUNTY CLERK	3,365.00	6,780.00	
12/2/2008	TU, PAUL	600.00	7,650.00	
12/2/2008	TURNER COLLIE AND BRADEN, INC	129,871.03	129,871.03	
12/1/2008	UNITED WAY OF THE TEXAS GU	57.50		Note: 2
12/2/2008	UNIVERSITY OF TEXAS AT AUSTIN	47.00	47.00	
12/2/2008	VENZA, JOHN	1,987.50	4,337.50	
12/2/2008	VERIZON WIRELESS	343.87	7,184.35	
12/2/2008	VICTOR, VICTOR	275.00	1,525.00	
12/1/2008	W J INTERESTS, LLC	2,240.00		Note: 4
12/2/2008	WALKERCOM, INC	907.25	5,710.43	
12/2/2008	WEBB, JEFFREY ODE	1,087.50	5,362.50	
12/2/2008	WERLEIN, ANN	180.18	180.18	
12/2/2008	WEST GROUP PAYMENT CENTER	3,191.75	28,015.21	
11/26/2008	WILL COLGIN	3,250.00		Note: 1
12/1/2008	WILLIAMS, TROY	200.00		Note: 1
12/2/2008	WINDSTREAM	745.82	12,204.80	
12/2/2008	ZUCKER SYSTEMS/WEST COAST	495.00	495.00	
		<u>1,071,002.24</u>		

Note: Checks released prior to 12/02/08 for the following disbursements:

- (1): Registry, Cash Bond, and Fee Officer Payments of \$98,080.45
- (2): Payroll and Employee Benefits Payments of \$54,576.62
- (3): Flood Control Payments of \$100.00
- (4): Toll Road Payments of \$5,457.00

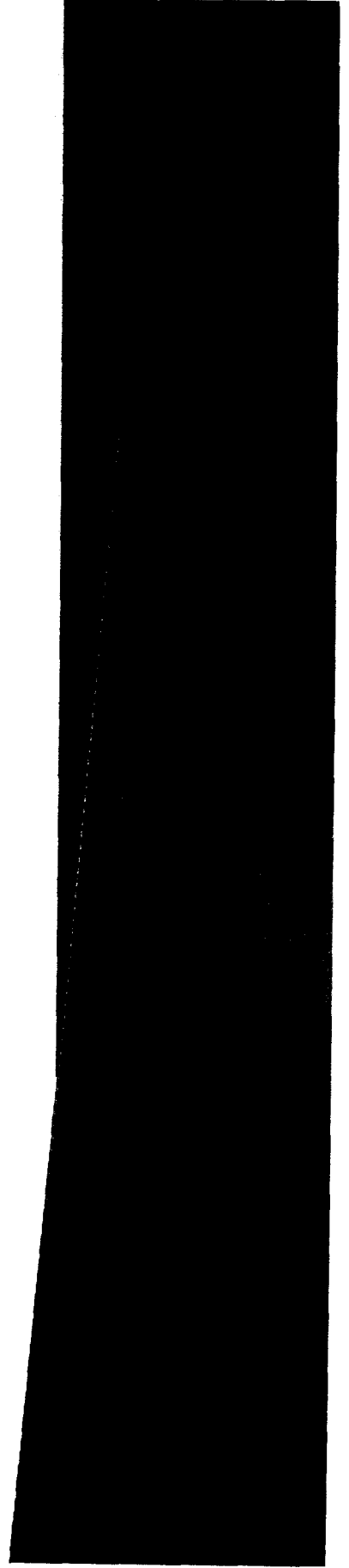


FORT BEND COUNTY
REQUIRED COMMUNICATIONS
2008 FINANCIAL AND COMPLIANCE AUDIT

AS PER ORIGINAL

December 2, 2008

17 + DD2



Audit Team

- ▶ Christopher Breaux Audit Partner
- ▶ Troylynn Robichaux Audit Manager
- ▶ Crystal Feast Audit Senior

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Agenda

- ▶ Our Audit Approach
- ▶ Audit Reports
- ▶ Single Audit Considerations
- ▶ Required Communications

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Our Audit Approach

- ▶ Team – Active participation from all levels
- ▶ Approach – Risk Based Methodology
- ▶ Communications – Frequent, Formal and Informal

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Null-Lairson P.C.
CERTIFIED PUBLIC ACCOUNTANTS

12/2/2008

Audit Reports

- ▶ Auditors' Opinion on Financial Statements
- ▶ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- ▶ Report on Compliance with Requirements Applicable to Each Major Program and on Internal control over Compliance in Accordance with OMB Circular A-133

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Single Audit Considerations

- ▶ Preliminary Assessment of Major Programs
 - Department of Homeland Security
 - FEMA – Hurricane Ike Related Programs
 - Urban Areas Security Initiative
 - Law enforcement Terrorism Prevention Program

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Required Communications

- ▶ **Auditors' Responsibility Under Generally Accepted Auditing Standards**
 - The financial statements are the responsibility of management. Our audit is designed in accordance with GAAS which provides for reasonable, rather than absolute, assurance that the financial statements are free of material misstatements. As a part of our audit, we will obtain an understanding of internal control sufficient to plan our audits and to determine the nature and extent of testing to be performed.
- ▶ **Significant Accounting Policies**
 - We will make a determination as to whether the County's accounting policies and methods are appropriate and in accordance with industry standards.

Required Communications (cont.)

- ▶ **Judgments and Accounting Estimates**
 - The preparation of the financial statements requires that certain estimates and judgments be made by management. These judgments and estimates include:
 - Allowances for uncollectable taxes receivable
 - Estimated lives of capital assets
 - Liability for health insurance and workers compensation claims
- ▶ **Significant Audit Adjustments Noted – both adjusted and unadjusted**

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Required Communications (cont.)

- ▶ **Disagreements with Management**
 - We will disclose any disagreements with management over the application of accounting principles or management's judgments about accounting estimates.
- ▶ **Consultation with Other Accountants**
 - We will disclose any situations in which management consults with other accountants on accounting or financial reporting matters that we become aware of.
- ▶ **Major Issues Discussed with Management Prior to Retention**
 - We discussed the application of accounting principles and auditing standards, however, our responses were not a condition to our retention.

Required Communications (cont.)

- ▶ Difficulties Encountered in Performing the Audit
 - We will disclose any significant difficulties in dealing with management in performing our audit.
- ▶ Significant Written Communications Between Auditor and Management
 - Engagement letter
 - Management representation letter
 - ▶ Independence
 - ▶ We confirm that we are independent accountants with respect to Fort Bend County.

Required Communications (cont.)

- ▶ Scope and timing of the audit process
 - Scope: comprehensive, covering County and all component units with the exception of the Housing Finance Corp.
 - Timing: audit field work is expected to begin in Late December through February with final reports issued in January (Drainage District) and March (County).

NO PER ORIGINAL



Null-Lairson P.C.
CERTIFIED PUBLIC ACCOUNTANTS

12/2/2008

Open Discussions / Questions



AS PER ORIGINAL