

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judge

DATE SUBMITTED: 2/7/11

REQUEST: Presentation by Texas Forest Service

BARBARA HUDSONSOMERVELL COUNTY
TREASURER

P.O. Box 38

254-897-4814

GLEN ROSE, TEXAS 76043

SOMERVELL COUNTY
COMBINED STATEMENT OF CASH POSITION
JANUARY 2011

FUND	BALANCE CHECKING	INTEREST EARNED	TOTAL BALANCE
GENERAL FUND FFB	\$0.00	\$8.78	\$8.78
CASH MANAGEMENT FFB	\$2,475,776.85	\$352.59	\$2,476,129.44
BOND PROJECTS FFB	\$2.92	\$0.89	\$3.81
INTEREST & SINKING FFB	\$139,268.62	\$3.56	\$139,272.18
LATERAL ROAD FFB	\$10,293.74	\$0.43	\$10,294.17
JUVENILE PROBATION FFB	\$42,236.06	\$1.48	\$42,237.54
JUVENILE PROBATION IV-E FFB	\$15,563.31	\$0.66	\$15,563.97
LIBRARY FUND FFB	\$12,629.22	\$0.52	\$12,629.74
HOTEL TAX FFB	\$12,803.94	\$0.51	\$12,804.45
EMPLOYEES INSURANCE TRUST FUND	0.00	\$0.00	\$0.00
TOTAL FIRST FINANCIAL BANK	\$2,708,574.66	\$369.42	\$2,708,944.08

FUND	BALANCE	INTEREST EARNED	TOTAL BALANCE
TEXPOOL - GENERAL FUND	\$12,452,497.07	\$478.23	\$12,452,975.30
TEXPOOL - BOND PROJECTS	\$715,858.55	\$98.34	\$715,956.89
TEXPOOL - INTEREST & SINKING	\$2,987.62	\$0.33	\$2,987.95
TOTAL TEXPOOL	\$13,171,343.24	\$576.90	\$13,171,920.14

AVERAGE INTEREST RATES	
OPERATING ACCOUNTS FFB	0.0500%
INVESTMENT ACCOUNT FFB	0.1587%
TEXPOOL	0.1677%

Employees Insurance Trust Fund

Beginning Balance 01-01-2011	\$0.00
Receipts	\$114,859.23
Disbursements	\$114,859.23
Interest Earned	\$0.00
Total Balance 01-31-2011	<u>\$0.00</u>

TexPool General Fund

Beginning Balance 01-01-2011	\$3,222,522.05
Receipts	\$9,229,975.02
Disbursements	\$0.00
Interest Earned	\$478.23
Total Balance 01-31-2011	<u>\$12,452,975.30</u>

TexPool Bond Projects

Beginning Balance 01-01-2011	\$784,471.30
Receipts	\$0.00
Disbursements	\$68,612.75
Interest Earned	\$98.34
Total Balance 01-31-2011	<u>\$715,956.89</u>

TexPool Interest & Sinking

Beginning Balance 01-01-2011	\$2,987.62
Receipts	\$0.00
Disbursements	\$0.00
Interest Earned	\$0.33
Total Balance 01-31-2011	<u>\$2,987.95</u>

First Financial Bond Projects

Beginning Balance 01-01-2011	\$2.92
Receipts	\$68,612.75
Disbursements	\$68,612.75
Interest Earned	\$0.89
Total Balance 01-31-2011	<u>\$3.81</u>

First Financial Interest & Sinking

Beginning Balance 01-01-2011	\$58,515.72
Receipts	\$80,752.90
Disbursements	\$0.00
Interest Earned	\$3.56
Total Balance 01-31-2011	<u>\$139,272.18</u>

GENERAL FUND FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	-93.71
Receipts	\$1,488,142.27
Disbursements	\$1,488,048.56
Interest Earned	\$8.78
Total Balance 01-31-2011	<u>\$8.78</u>

CASH MANAGEMENT FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$2,822,472.43
Receipts	\$1,141,446.69
Disbursements	\$1,488,142.27
Interest Earned	\$352.59
Total Balance 01-31-2011	<u>\$2,476,129.44</u>

LATERAL ROAD FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$10,293.74
Receipts	\$0.00
Disbursements	\$0.00
Interest Earned	\$0.43
Total Balance 01-31-2011	<u>\$10,294.17</u>

JUVENILE PROBATION FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$33,596.56
Receipts	\$12,060.00
Disbursements	\$3,420.50
Interest Earned	\$1.48
Total Balance 01-31-2011	<u>\$42,237.54</u>

JUVENILE PROBATION IV-E FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$15,563.31
Receipts	\$0.00
Disbursements	\$0.00
Interest Earned	\$0.66
Total Balance 01-31-2011	<u>\$15,563.97</u>

LIBRARY FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$12,099.72
Receipts	\$529.50
Disbursements	\$0.00
Interest Earned	\$0.52
Total Balance 01-31-2011	<u>\$12,629.74</u>

HOTEL TAX FIRST FINANCIAL BANK

Beginning Balance 01-01-2011	\$13,818.90
Receipts	\$6,885.04
Disbursements	\$7,900.00
Interest Earned	\$0.51
Total Balance 01-31-2011	<u>\$12,804.45</u>

Monthly Reports

Appraisal District
Committee on Aging
County Attorney
County Auditor
County Constables
County/District Clerk
County Extension Agent
County Library
EMS Report

✓
✓
✓
✓
✓
✓

Genealogy Library
Golf Course
Heritage Center
Historical Commission
Hospital
Indigent Health
Justice of Peace
Public Events
Trapper's Report

✓
✓
✓
✓
✓

SOMERVELL COUNTY COMMITTEE ON AGING, INC.

209 SW BARNARD P.O. BOX 1397
GLEN ROSE, TEXAS 76043

TO: Somervell County Commissioner's Court

**FROM: Pam Baker, Director
Somervell County Committee on Aging, Inc.**

DATE: February 10, 2011

RE: January 2011 Expenses

**Reimbursement funds cordially requested from Somervell County
Commissioner's Court for January is \$23,135.61.**

JANUARY 2011 COUNTY EXPENSES	\$ 24,751.56
Minus utilities	\$ 1,382.35
Minus site maintenance	\$ 148.60
Minus bldg vendor	\$ 85.00
Minus property insurance	\$ -
	<u>\$ 23,135.61</u>

Pam Baker

Pam Baker, Director

**SOMERVELL COUNTY COMMITTEE ON AGING
MONTHLY
COUNTY REQUEST**

OPERATING EXPENSES	Jan-11	4 MONTHS YEAR TO DATE
#SALARIES-COUNTY	15,906.04	46,554.95
*SALARIES-SCCOA		5,000.00
*XMAS BONUS		0.00
*PAYROLL TAXES	0.00	0.00
*WORKERS COMP		534.00
*HEALTH INSURANCE	4,329.60	9,393.12
*AUDIT	3,705.00	1,730.00
*TRAVEL/TRAINING		25.68
*TELEPHONE	234.42	670.24
*OFFICE SUPP/ADVERT/PROG	975.65	2,063.60
*VAN RADIOS (2)	54.00	162.00
*VAN OPERATION (2)	583.71	1,091.55
*VAN MAINTENANCE (2)	144.07	14.50
*VAN INSURANCE (2)		0.00
#UTILITIES(CTR/DPS/GAMW/CONSTA)	1,382.35	2,706.54
#BLDG RPR/MAINT-SCCOA	224.49	0.00
*BLDG JANITORIAL SUPPLY	248.71	535.34
#PROPERTY LIABILITY//INSPECTIONS		1,436.00
*PROPERTY LIABILITY-SCCOA		3,737.00
*DIRECTORS/OFFICERS INSURANCE		1,190.00
*EQUIPMENT/RPRS/VENDORS		3,140.50
*MEAL PKG/KITCHEN SUPP	881.70	3,259.87
*FOOD	4,168.03	12,358.31
*SALES TAX/CONG MEAL	455.74	0.00
*PETTY CASH		0.00
*GARBAGE COLLECTION	165.36	325.28
*EMERGENCY RESPONSE SYS	832.49	0.00
*FUND RAISERS/XMAS/ETC		3,324.90
#BLD RPR/MAINT & VENDORS	233.60	0.00
TOTAL	34,524.96	99,253.38
#COUNTY EXPENSES	24,751.56	
*PAID BY SCCOA	9,773.40	
TOTALS	34,524.96	
		YEAR-TO-DATE
SCCOA COUNTY BUDGET FY 2010/2011		250,000.00
JANUARY 2011 COUNTY EXPENSES	24,751.56	98,229.98
BALANCE		151,770.02
JANUARY 2011 COUNTY EXPENSES		24,751.56
LESS UTILITIES PAID BY COUNTY		1,382.35
LESS SITE MAINTENANCE PAID BY COUNTY		148.60
LESS VENDOR PAID BY COUNTY		85.00
LESS PROPERTY INSURANCE (OCT)		0.00
AMOUNT DUE FROM COUNTY		23,135.61

Somervell County Committee on Aging**Jan/2011
Rental Report**

Date	Rental	Hours	Sitters Pay	Rental Fee	Room
12-30-10	Railsback Anniversary	5:00	36.25	100.00	Banquet
1-8-10	Maynard Reception	3:00	21.75	000.00	Banquet
1-10-10	Master Gardeners	3:00	21.75	000.00	Banquet
1-11-10	Sorority	5:15	38.34	000.00	Banquet
1-18-10	Bluegrass Music	4:15	30.09	000.00	Banquet
1-21-10	Roberts Reunion	7:50	54.38	100.00	Banquet

TOTAL FOR BANQUET ROOM:		<u>28.00</u>	<u>\$202.56</u>	<u>\$200.00</u>	
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1-19-10	Irene Lerma	2:00		50.00	Paluxy
1-20-10	Irene Lerma	2:00		00.00	Paluxy
1-27-10	Irene Lerma	2:00		00.00	Paluxy

TOTAL FOR PALUXY ROOM:		<u>6:00</u>		<u>\$50.00</u>	
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TOTAL SITTER HOURS - 28.00

TOTAL SITTER WAGES PAID - \$202.56

TOTAL BANQUET AND PALUXY RENTAL FEE - \$250.00

January 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						<i>Weekend Meals-38 1</i>
2	3 '42'-12 Chess-2 Exercise-3 WII Bowling-5 Transportation-6 C I-26 CII-37	4 '42' -8 Puzzles Quilting-1 Ceramics Needlework Treadway Hearing -2 Transportation- C I-30 CII-40	5 '42' Tournament-24 Puzzles Quilting Cherokee Rose Blood Sugar-10 Transportation-6 C I-55 CII-39	6 '42' -18 Puzzles Quilting Exercise-2 Chess-6 Tai Chi-2 Transportation-2 DVEEC-6 C I-37 CII-41	7 '42' -8 Puzzles Quilting-1 Bingo-8 Brookshires-1 Transportation-2 Computer-1 C I-41 CII-40	8 <i>Weekend Meals-38</i> <i>Maynard Reception</i>
9	10 '42'-8 Chess-2 Exercise-3 WII Bowling-4 Transportation-6 Wal-Mart-12 C I-29 CII-38 Master Gardeners	11 '42' - Puzzles Quilting- Ceramics Needlework Health Screen -3 Transportation-2 C I-28 CII-39	12 '42' Tournament-24 Puzzles Quilting Bunko-13 Health Screen-18 Transportation-6 C I-34 CII-39	13 '42' Puzzles Exercise-1 Quilting TOPS-4 David's Tai Chi-3 Transportation- C I-37 CII-39	14 '42' -12 Puzzles Quilting-1 Bingo-10 Brookshires-1 Transportation-2 C I-4 CII-36	15 <i>Weekend Meals-34</i>
16	17 '42'-4 Chess-3 Exercise-4 WII Bowling-4 Transportation-4 C I-33 CII-38	18 '42' -8 Puzzles Quilting-1 Ceramics Needlework Health Screen -3 Transportation-4 C I-23 CII-39	19 '42' Tournament-20 Puzzles Quilting Health Screen-18 Transportation-6 C I-49 CII-35	20 '42' Exercise-3 Puzzles Quilting TOPS-4 David's Tai Chi- Transportation- C I-30 CII-38	21 '42' Puzzles Quilting-1 Bingo-8 Brookshires-1 Transportation-2 C I-41 CII-37	22 <i>Weekend Meals-38</i>
23	24 '42'-4 Chess-3 Exercise-2 WII Bowling-3 Transportation-2 C I-25 CII-37	25 '42' - Puzzles Quilting- Ceramics Needlework Health Screen -3 Transportation-4 C I-21 CII-39	26 '42' Tournament-24 Puzzles Quilting- Bunko-16 Health Screen-18 Transportation-4 C I-53 CII-37	27 '42' Puzzles Quilting Exercise-5 David's Tai Chi-2 Transportation- C I-25 CII-37 Lerma	28 '42' -8 Puzzles Quilting-1 Bingo-6 Brookshires-2 Transportation-6 C I-24 CII-37	29 <i>Weekend Meals-40</i>
30	31 '42'- Chess-2 Exercise-3 WII Bowling-3 Transportation-4 C I-27 CII-35				Rentals Listed in Blue C I—Lunch at Center C II—Home Delivered	

Service Category	Title III Monthly Units Provided	Title III Units Eligible for Reimbursement	Title III Units Requesting Reimbursement	Title III Current Month Program Outlays (include in-kind and all raw food)	Title III Program Income Current Month	Title III Current Month In-Kind (included in current month program outlays)
Transportation	99	99	99	1926	10	185
Congregate Meals-C1	0	0	0	0	0	0
Home Delivered Meals-C2	985	923	923	8852	524	560
Participant Assessment						
Participant Re-Assessment						
Liquid Supplement	0	0				

*Please use whole numbers.

NCTCOG - AREA AGENCY ON AGING
 MONTHLY REPORT OF ACTUAL EXPENDITURES
 PERFORMANCE BASED CONTRACT FOR:

REQUEST FOR REIMBURSEMENT
 FOR THE MONTH OF:
 Jan-11

#	SERVICE CATEGORY	Planning Figures Only (suby to change)		FY 2011 UNITS PROVIDED TO DATE	FY 2011 UNITS REIMB TO DATE	UNIT RATE	RATE X UNITS	EARNINGS PAYABLE TO DATE	PREVIOUS PAYMENTS	CURRENT REIMBURSEMENT		NCT USE		FY 2011 Balance of Units	FY 2011 Balance of Contract	nfa avail	amt request	previous amt reimb	current reimb	amt fwd	curr reimb includes from fwd
		FY 2011 NFA AVAIL	FY 2011 MAXIMUM CONTRACT EARNINGS							FY 2011 MAXIMUM UNITS PER CONTRACT	UNITS PROVIDED	UNITS REQUEST	PROJ									ACCT
	Transportation	2,364	2,364	109	282	109	21.85	2,360	2,360	0	0	802011	5491-00	0	4	2,364	2,360	2,360	0	0	0
	Transportation		1,576	73	187	73	21.45	1,576	1,581	0	0	810611	5491-00	0	0						
	Transportation-SGR		788	36	95	36	21.89	779	779	0	0			0	9						
	sub-total				282	109															
	Cong Meals-C1	0	0	#DIV/0!	0	0	0	0	0	0	0			#DIV/0!	0	0	0	0	0	0	0
	Cong Meals-C1		0	#DIV/0!	0	0	0	0	0	0	0	802511	5491-00	#DIV/0!	0						
	NBIP: Congregate		0	#DIV/0!	0	0	0	0	0	0	0	808011	5491-00	#DIV/0!	0						
	SGR: Cong Meal		0	#DIV/0!	0	0	0	0	0	0	0	809411	5491-00	#DIV/0!	0						
	sub-total				0	0															
	HD Meals-C2	10,152	10,152	1,334	2,972	1,334	7.61	10,152	10,149	0	0			0	0	10,152	10,152	10,152	0	0	0
	HD Meals-C2		6,766	889	2,005	889	7.65	6,765	6,765	0	0	803011	5491-00	0	3						
	NBIP: HD Meal		0	0	0	0	0	0	0	0	0	808111	5491-00	0	0						
	SGR: HD Meal		3,364	445	967	445	7.65	3,368	3,364	0	0	809811	5491-00	0	0						
	sub-total				2,972	1,334															
	Participant Assessment		0	0	0	0	0	0	0	0	0	801711	5491-00	0	0	0	0	0	0	0	0
	Participant Re-Assessment		0	0	0	0	0	0	0	0	0	801711	5491-00	0	0	0	0	0	0	0	0
	sub-total				0	0															
	sub-total				0	0															
	Liquid Supplement	0	0	0	0	0	0.00	0	0	0	0			0	0	12,516	12,512	12,512	0	0	0
	Total	12,516	12,516		3,254	1,443		\$13,291	\$13,288	0	0			(circled)	-775						

* Do not include participant assessment or assessment costs as part of total program costs if such costs are reimbursed separately by the NCTAAA

Payment Amount:

"Request Submitted by / Date": Pam Baker 2-9-11

"I hereby certify to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the award document."

AAA Approval / Date: _____

***Data reported and submitted by the sub-contractor has been verified by the AAA (Aging Program Coordinator). The AAA maintains back-up documentation (i.e. AIM reports) to support sub-contractor report(s) and request(s)."

Admin. Approval / Date: _____

Vendor ID: SOMECO

AP VCHR # / CHECK #: _____

Notes:

MB 11/30/10-Reduced TR units from 83 to 36, NFA exhausted

MB 12/09/10-Reduced TR units from 99 to 37, NFA exhausted

MB 12/09/10-Reduced C2 units from 894 to 444, NFA exhausted

MB 01/11/10-Reduced TR units from 85 to 36, NFA exhausted

MB 01/10/11-Reduced C2 units from 941 to 445, NFA exhausted

	request	reimb	difference
Oct-10	4,163	4,163	0
Nov-10	4,178	4,178	-2
Dec-10	4,186	4,171	-6
Jan-11	0	0	0
Feb-11	0	0	0
Mar-11	0	0	0
Apr-11	0	0	0
May-11	0	0	0
Jun-11	0	0	0
Jul-11	0	0	0
Aug-11	0	0	0
Sep-11	0	0	0
Y-T-D	\$12,506	\$12,512	-\$7

Program Income, In-Kind, Cash Match

NCTCOG - AREA AGENCY ON AGING
MONTHLY REPORT OF ACTUAL EXPENDITURES
PERFORMANCE BASED CONTRACT FOR:
WISE COUNTY

D. Program Earnings:
This cell will be locked to entry, but should reflect current month request.

Please round to the nearest whole dollar.

PROGRAMS: PROJECT:	Jan-11			Jan-11			CURRENT MONTH TOTAL	NCT USE OFF SET		PREV Y-T-D	FY 2011 Y-T-D TOTAL	Y-T-D
	TRANSP 802011	C1 MEALS 802511	C2 MEALS 803011	UNITS Match / Prog Inc TRANSP	UNITS Match / Prog Inc C1 MEALS	UNITS Match / Prog Inc C2 MEALS		ACCT	ACCT			
* A. Current Month Program Outlays (include In-Kind and all raw food) Y-T-D Program Income Units	1926	0	8852	0.42	#DIV/0!	62.46	10,778			38,628	49,406	
				5.36	0.00	220.62						225.98
B. Less: Current Month Program Income (client contributions)	10	0	524				534	6361-00	6399-00	1,980	2,514	38,628
												1,980
C. Net Current Month Program Outlays (formula) (line A minus B)	1916	0	8328				10,244			36,648	46,892	36,648
D. Less: Current Month Program Earnings (from Program Reports) (all \$ rec'd thru NCTAAA)		0	0				0			12,504	12,504	12,504
												1,585.02
E. Less: Current Month In-Kind (included on Line A)	185	0	560				745	6261-00	4511	2,583	3,328	2,583
												1,585.02
F. Current Month Local Cash Match Y-T-D Match Units	1731	0	7768	98.58	#DIV/0!	922.54	9,499	6161-00	4512	21,561	31,060	21,561
				167.64	0.00	1417.38						21,561

* Do not include participant assessment or assessment costs as part of total program costs
If such costs are reimbursed by the NCTAAA.

Current month Title IIIB,C&D rel monthly match required: 0
Total Title III B,C & D YTD Fed Rec 12,512
FY 2011 YTD match required = 1,390
monthly match reported: 10,244
Current Y-T-D match reported: 34,388
over/under monthly match: 10,244
over/under Y-T-D match: 32,998

Submitted and Certified By / Date: Pam Baker, 2-8-11

**I hereby certify to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the reward document.

AAA Approval / Date:

***Data reported and submitted by the sub-contractor has been verified by the AAA (Aging Program Coordinator).
The AAA maintains back-up documentation (i.e. AIM reports) to support sub-contractor report(s) and request(s).

Admin. Approval / Date:

Vendor ID: SOMECO

Notes:

Ronald D. Hankins

County Attorney
Somervell County
204 West Elm Street
Glen Rose, Texas 76043

P.O. Box 1335
e-mail: attorney@valornet.com

Phone 254-897-2277
Fax 254-897-2600

February 8, 2011

**COUNTY ATTORNEY HOT CHECK FUND
REPORT TO COMMISSIONERS OF SOMERVELL COUNTY**

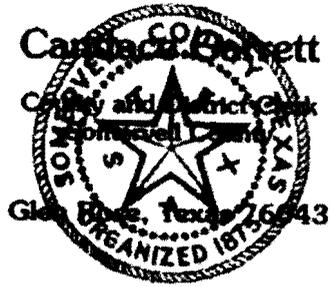
RECEIPTS DURING JANUARY 2011	\$ 1,242.87
RESTITUTION	\$ 709.86
MERCHANT FEES	\$ 284.94
HOT CHECK FUND	<u>\$ 248.07</u>
 TOTAL DISBURSEMENTS	 <u>\$ 1,242.87</u>



RONALD D. HANKINS
COUNTY ATTORNEY



P.O. Box 1098



254-897-4427

I, CANDACE GARRETT, COUNTY/DISTRICT CLERK IN AND FOR SOMERVELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOLLOWING SUMMARY REPORT IS A TRUE AND CORRECT COPY OF COLLECTIONS RECEIVED BY MY OFFICE FOR THE MONTH OF JANUARY, 2011.

Candace Garrett

CANDACE GARRETT
COUNTY/DISTRICT CLERK
SOMERVELL COUNTY, TEXAS

DAILY RECEIPTS	\$8,380.25
ESCROW	71.00
COUNTY CIVIL & PROBATE	1,315.00
COUNTY CRIMINAL & JUVENILE	3,197.36
CASH BONDS	0.00
DISTRICT CIVIL	3,965.56
DISTRICT CRIMINAL	336.00
TOTAL	\$17,265.17

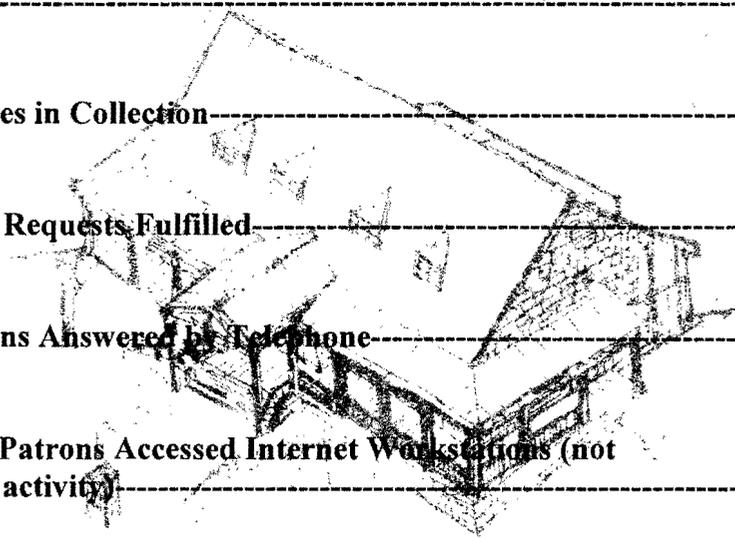
Somervell County Public Library

108 Allen Drive

Glen Rose, Texas 76043

Phone 817-897-4582

Monthly Report for January 2011



Circulation Statistics-----	3,896
Patrons Added-----	26
Number of Volumes in Collection-----	40,309
Interlibrary Loan Requests Fulfilled-----	58
Reference Questions Answered by Telephone-----	42
Number of Times Patrons Accessed Internet Workstations (not including wireless activity)-----	813
Number of Computer Hours Logged by Patrons Accessing the Internet Workstations (not including wireless activity)-----	655

Peggy Oldham

Peggy Oldham
Librarian

Somervell County EMS January 2011 Report

County Patients: 21
City Patients: 33
Total Patients: 54
Total Billable Patients: 43
Billing Total: \$62,869.62

Type of responses:

2	Assault
5	Cardiac
2	Diabetic
8	Falls
1	Sepsis
1	Lift Assist
9	MVC
2	Nausea/Vomiting
1	Psychiatric
8	Respiratory
3	Seizures
2	Stroke
2	Surgery Complications
3	Syncope
5	Transfer

Commissioner's Court
Squaw Valley Report
2-14-11

Overall, January was a cold month. However, we played over 1400 rounds and had Green Fee and cart revenue at a little more than \$25,000.

We sold one non-resident annual for added revenue of \$1939.00.

February has started and the sooner this month ends the better.

We have not opened this month, but the forecast looks good this week so hopefully we can have some good days.

Anyway, that's all I have on this snowy day.

As always, it's a pleasure to be your golf professional. If there is anything that I can do for you, please let me know.

Duff

Monthly Report

Jan. 2011

Somervell County Heritage Center

Volunteers 0 Total # of Hours 0

Donations - BOOKS 0 Estimated Worth 0

- OTHER 0 Estimated Worth 0

Guests - LOCAL 78 G 78 A 5

OUT-OF-TOWN 42 G 38 A 4

OUT-OF-STATE 3 G 3 A 0

Telephone Calls- LOCAL 197 G 176 A 21

OUT-OF TOWN 242 G 202 A 40

emails 112

OTHER NOTES

Erud, MR - 3

Judge

SOMERVELL COUNTY HISTORICAL COMMISSION

Minutes

Regular Meeting - January 31, 2011

The SCHC met at the historic Courthouse at 7:00 p.m. Meeting called to order.

Present: Gene Brode, Chairman; Johnny Martin, Vice-Chair; Cil Holloway, Mary Lee Lilly, Ken Fry, Frances Hewlett, Terry Gosdin, Eddie Flanary, Dorothy Leach.

Minutes were read. Johnny mentioned that the prospective new members weren't named in the minutes. Brenda Ransom was to be asked to be a member. Some confusion caused her name not to be included. Johnny requested we get on the court agenda to have Brenda appointed. Johnny motioned to accept the minutes; Cil seconded; motion carried.

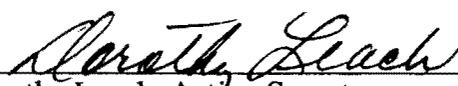
Oakdale Park: Chairman Brode gave a very nice run-down of work being done at the park.

- He is well pleased with Gary Ivy.
- "The Cave" is re-done. (At first, this cottage was to be torn down because it was partially burned.)
- Hot water inside cabins and new floors and rib siding on cabins.
- Rest rooms are being added in park.
- Entrance: Historic one was 9' high and 18.5' wide. New one is to be a replica, but to meet code, it needs to be 14' high and 24' wide. Gene has designed the new entrance. Mr. Ivy has found old lettering that could be from the historic entrance.
- Johnny reported chain link fence across front is coming out.
- Pool: walls and foundation are ok. Going to preserve what they can.
- 165 spaces for RVs. Laundry rooms to be added.

Johnny suggested if weather permits, we have our next meeting at the skating rink at Oakdale. Will notify us later.

Corn crib: Johnny reported he had just talked with Neal Armstrong who had no problem with the county having the corn crib for Heritage Park. County would give Neal an IRS write-off, and we would put up a donor-recognition plaque at the crib. Johnny has met with Commissioners Wirt and Barnard, who are supportive of the project. Neal gave us permission to go preview the crib. Quite a few of the members want to go. Will notify them when the time is decided.

Dorothy reported that THC had just approved the marker for the **Primitive Baptist Church** up on FM 56N.


Dorothy Leach, Acting Secretary

FEBRUARY, 2011

To: Judge FORD

From: DANA KELLY, Indigent Health Care

MONTHLY REPORT

1. Form 105 Reports for FEBRUARY, 2011
2. Claims submitted for payment JANUARY 2011 -- TOTAL \$ 38,276.38
3. Expenditures Year-to-Date – Fiscal Year 2009-2010 \$203,878.20

*DANA KELLY
IHC DIRECTOR

Sequential Summary, running:

County: SOMERVELL

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
<i>unassigned property</i>			2
PRIVATE LAND	ACRE	12,284	123
	Total	12,284	

Agreement/Property Summary

Total Agreements/Properties Worked: 25/25

Total Person-day-visits: 125

Agreement Common Name	Time	Person-day-visits
4-r-ranch	38 : 30	16
brown, martin	14 : 45	8
buck creek farm ltd	6 : 00	2
city of glen rose	10 : 00	3
g.c. cemetary	39 : 00	12
golden ranch	1 : 15	1
holmes	21 : 30	11
hornick farm	7 : 00	3
keen, lewis	3 : 30	2
keller	3 : 00	1
m and w ranch	4 : 30	1
mckay ranch	5 : 45	4
mieth ranch	58 : 45	7
mieth ranch	1 : 00	1
nixon ranch	7 : 00	4
nystel ranch	17 : 30	7
pro hay	3 : 30	2
somervell	17 : 30	2
squaw valley golf course	15 : 00	4
stack rock ranch	16 : 45	7
tonka nation	14 : 45	7
turner bend ranch	7 : 30	5
vineyard ranch	9 : 45	7
wasilchack farms	9 : 00	5
wirt	4 : 05	3

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
<u>Bryant, William</u>	274 : 50					274 : 50
<u>Pesek, Dedrick D.</u>	5 : 00					5 : 00
<u>Sewall, Richard</u>	57 : 00					57 : 00
Total	336 : 50	0.0	0 : 00	0 : 00	0 : 00	336 : 50

Take Summary

Target Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared
<u>Beavers</u>									
night vision/infrared equipmen	3								
spotlight	1								
Total	4								
<u>Covotes</u>									
night vision/infrared equipmen	1								
snare, neck	12								
traps, foothold	1								
Total	14								
<u>Crows, American</u>									
calling device, electronic	5								
Total	5								
<u>Foxes, Gray</u>									
traps, foothold	1								
Total	1								
<u>Hogs, Feral</u>									
firearms	2								
night vision/infrared equipmen	2								
snare, neck	2								
spotlight	4								
traps, cage	4								

Range/Pasture Sub Total			2	2	2 in	\$0
AGRICULTURE Sub Total			6	4	3 ea 4 in	\$500
HEALTH SAFETY						
Human Health & Safety						
hlth/sfty, human z-(general)	lions, mountain (cougar)	damage threat	1	1	1 in	\$0
Human Health & Safety Sub Total			1	1	1 in	\$0
HEALTH SAFETY Sub Total			1	1	1 in	\$0
PROPERTY						
Landscaping, Turf & Gardens						
golf courses	beavers	damage threat	1	1	1 in	\$0
golf courses	nutrias	damage threat	1	1	1 in	\$0
Landscaping, Turf & Gardens Sub Total			2	2	2 in	\$0
PROPERTY Sub Total			2	2	2 in	\$0
Total			9	7	3 ea 7 in	\$500

Loss Verified

no loss data of this type.

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 6

Total distinct DC (all non TA) Species/Resource conflicts: 19

Samples Summary

no sample data

TA/Outreach by Species Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
beavers	1													1	4	
covotes	1													1	1	
hogs, feral	2	1												3	5	
nutrias	1													1	2	
Total	5	1	0	0	0	0	0	0	0	0	0	0	0	6	12	0

*0 distinct instructional sessions (which can contain more than one species or no species indicated).

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
Bryant, William	5	1												6	12	
Total	5	1	0	0	0	0	0	0	0	0	0	0	0	6	12	0

Chemicals Summary

CHEMICALS: EPA-REGULATED

no EPA-REGULATED PRDCT chemical data.

CHEMICALS: EXPLOSIVE

no EXPLOSIVE chemical data.

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

CHEMICALS: NON-REGULATED

no NON-REGULATED PRDCT chemical data.

BIOLOGICS

no BIOLOGICS chemical data.

Equipment Loaned/Distributed/Sold Summary

no data.

Conflict Project Start Button Summary

Resource	Species	Proj Start Button	WTs (Occurs)
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cattle (calves)	coyotes	0	40
cattle (calves)	hogs, feral	0	7
cattle (calves)	vultures, black	0	4
feed, livestock	hogs, feral	0	1
goats, meat (kids)	coyotes	1	1
goats, z-(other adults)	bobcats	0	3
goats, z-(other adults)	coyotes	0	8
goats, z-(other kids)	coyotes	0	6
golf courses	beavers	1	3
golf courses	nutrias	1	2
grasses/sod	hogs, feral	1	1
hayfields, mixed species	hogs, feral	0	2
hlth/sfty, human z-(general)	lions, mountain (cougar)	1	1
nuts, pecans	crows, american	0	3
pasture	coyotes	0	1
pasture	hogs, feral	2	33
property (general)	hogs, feral	0	2
property (general)	raccoons	0	3
trees, standing (mixed)	beavers	0	1
trees, standing (mixed)	nutrias	0	1
trees, standing hardwood	beavers	0	3
turf and/or flowers	hogs, feral	0	12

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

=====

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judge

DATE SUBMITTED: 2/7/11

REQUEST: D/TA on Burn Ban

**STATE OF TEXAS
COUNTY OF SOMERVELL**

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all or part of the unincorporated area of the County create a public safety hazard that would be exacerbated by outdoor burning.

1. **Therefore, IT IS HEREBY ORDERED** by the Commissioners Court of Somervell County that all outdoor burning is prohibited in the unincorporated area of the County for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to Local Government Code, Section 352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops, or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code, or (1) the burning of charcoal, or natural or propane gas, for the purposes of cooking in containers designed specifically for cooking of food through the use of charcoal, natural gas or propane and (2) use of equipment normally and customarily employed by professional welders (e.g., electric welding machines and acetylene or propane torches) in the outdoors and in connection with their profession and/or employment, provided that there is on-site a "spotter" who is 18 years of age or older, and also that there is an available water supply with pressure capable of being used in fighting any fire that might be caused as a result of the welding or cutting being performed.

In accordance with Local Government Code Section 352.081(h), a violation of this Order is a Class C Misdemeanor, punishable by fine not to exceed \$500.00.

Adopted this ____ day of _____, 2011 by a vote of ____ ayes and ____ nays.

Said order to become effective on _____, 2011.

Mike Ford, County Judge

Zach Cummings, Commissioner, Precinct 1

John Curtis, Commission, Precinct 2

Lloyd Wirt, Commissioner, Precinct 3

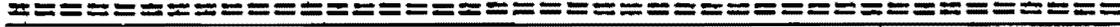
James Barnard, Commissioner, Precinct 4

ATTEST 

Candace Garrett, County Clerk

Hotel
Pat Schneider
Judges Office
2322
Fax 7314

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS



FOR AGENDA OF: 1/24/11

DEPARTMENT: Public Events / Expo Center

DATE SUBMITTED: 1/17/11

REQUEST:

Discuss approval of rental of soccer park for overnight "Relay For Life" June 3-4, 2011

**AGENDA REQUEST
COMMISSIONERS' COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: Next meeting

ORIGINATING DEPT: County & District Clerk

DATE SUBMITTED: January 20, 2011

REQUEST: Discuss/take action on approving County & District Clerk's official bonds.

AGENDA REQUEST FORM
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

For Agenda of (Date): 2-14-2011

Department: Judge's Office

Date Submitted: 1-25-2011

Request:

Discuss / take action
on Intermedix Contract

**AGREEMENT BETWEEN
SOMERVELL COUNTY, TEXAS
AND
ADVANCED DATA PROCESSING, INC. (dba ADPI-Intermedix)
FOR RESCUE AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 1st day of February, 2011 by and between Somervell County EMS, a Texas political sub-division, with principal offices located at 111 Shepard Street, Glen Rose, Texas 76043 ("CLIENT") and Advanced Data Processing, Inc. (dba ADPI-Intermedix), a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308 ("CONTRACTOR").

RECITALS

WHEREAS, CLIENT provides emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, CONTRACTOR provides billing, collection and related consulting services and equipment ("CONTRACTOR Services") for municipalities and other providers of EMS; and

WHEREAS, CLIENT has solicited competitive proposals for CONTRACTOR Services and, as a result of due diligence CLIENT selected CONTRACTOR to provide such services; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which CONTRACTOR will render CONTRACTOR Services as hereinafter provided;

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. ENGAGEMENT OF CONTRACTOR.** During the term of this Agreement, except for accounts referred to a collection agency as provided herein, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by CLIENT, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
- 2. SCOPE OF SERVICES.** CONTRACTOR shall perform and carry out CONTRACTOR Services as specifically described in "EXHIBIT A – Scope of Services", which is attached hereto and incorporated herein by this reference. CLIENT reserves the right to request changes in the Scope of Services within CONTRACTOR's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.
- 3. TERM.** This AGREEMENT shall be effective for a 4-year period, commencing February 1, 2011 through January 31, 2015 unless terminated as provided in Section 14 below. This AGREEMENT shall renew automatically for a period of one additional year at the end of the initial term and each

subsequent renewal term unless terminated as provided in Section 14 below. All terms and conditions hereof shall remain in full force and effect during any renewal term unless this Agreement is amended in writing.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01. The CONTRACTOR shall be paid by CLIENT a monthly amount representing fees for CONTRACTOR's Services computed as follows:

(a) Twelve point twenty-five percent (12.25%) of all monies collected by CONTRACTOR for EMS provided by CLIENT less refunds ("Net Collections") for EMS Billing and Collections Services and for use of CONTRACTOR provided field data capturing and reporting system consisting of One (1) Panasonic Tough books style tablet units with air card service, Field Automation Software, Administrative Reporting System, training, support and access to Web Access Software for CLIENT owned field computers, plus

CONTRACTOR reserves the right to increase these fees upon thirty (30) days written notice to CLIENT if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by CLIENT.

4.02. CONTRACTOR shall submit the monthly invoices for fees for CONTRACTOR Services to Somervell County ATTN: Barbara Hudson – Confidential. CLIENT shall issue a check for the amount invoiced, less any disputed amounts, within thirty (30) days of receipt of such invoice. In the event CLIENT disputes any part of the invoiced amounts, such dispute shall be raised in writing to CONTRACTOR within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. CONTRACTOR shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

4.03. If the CONTRACTOR Services being provided under this Agreement include CONTRACTOR collecting on behalf of CLIENT the charges and fees owed by third parties (e.g. insurers, Medicare, Medicaid, and other governmental programs, individual patients and their responsible parties) with respect to the delivery of EMS by CLIENT, the CLIENT will send all payments to P.O. Box 941359, Houston, Texas 77094-8359, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of CONTRACTOR Services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by CONTRACTOR.

5. COLLECTION EFFORTS.

5.01 Provide alternative collection arrangements when full payment is not available. CONTRACTOR will have the right, on CLIENT's behalf, at its sole discretion, to enter into alternative collection arrangement with respect to any patient encounter if:

- (a) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months.

(b) An insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or

(c) CONTRACTOR is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to CLIENT, as CONTRACTOR determines in its sole and complete discretion

5.02. Scope of collection efforts. If reasonable efforts have been made to collect an account and such efforts have not been successful, CONTRACTOR shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least [120] days of active collection efforts in the ordinary course of business. In addition, CONTRACTOR may terminate or suspend collection efforts in the event that CLIENT has supplied CONTRACTOR with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from CLIENT with respect to any patient encounter, the accounts that CONTRACTOR has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6. SYSTEM ACCESS AND SUPPORT.

6.01 Access to IMX Billing System. CONTRACTOR's access to the hosted IMX billing system shall be subject to and in accordance with the terms of "EXHIBIT B - Web Hosting Agreement".

6.02 Customer Support and Training. Customer support and training will be provided subject to and in accordance with the terms of "EXHIBIT A – Scope of Services".

7. INDEPENDENT CONTRACTORS. CONTRACTOR is an independent CONTRACTOR of CLIENT and not an employee or agent of CLIENT with the following exception:

To the extent necessary to fulfill its billing and collection efforts under this AGREEMENT, CONTRACTOR is authorized to sign *in an administrative capacity* for CLIENT the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of CLIENT; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on CLIENT.

CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of CONTRACTOR Services. CONTRACTOR shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT.

8. INDEMNIFICATION. CONTRACTOR shall indemnify and hold CLIENT harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of third party claims, but only if and to the extent caused directly and proximately by the willful misconduct or the negligent acts or omissions of CONTRACTOR or its employees, agents,

representatives, consultants, or its subcontractors with respect to the performance of the CONTRACTOR Services under this Agreement.

9. LIMITATION ON LIABILITY. Notwithstanding anything contained in this agreement to the contrary, (i) in no event shall CONTRACTOR be liable to CLIENT for any special, indirect, incidental, punitive or consequential damages (including lost profits) even if advised of the possibility of such damages, and (ii) CONTRACTOR's total cumulative liability will be limited to the sum of the fees and compensation actually received by CONTRACTOR pursuant to this agreement during the twelve (12) months immediately preceding the event giving rise to the liability. The foregoing limitations apply to all liabilities and damages in any way arising out of this agreement, or CONTRACTOR's performance or nonperformance thereunder, whether based on breach of contract, warranty, tort, product liability, strict liability, or any other theory of liability. In connection with any purchase, licensing, or sale of products, CONTRACTOR disclaims all express and implied warranties, including, but not limited to, the implied warranties of title, merchantability and fitness for a particular purpose. This section 9 shall survive the expiration or termination of this agreement.

10. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

- 1) Workers' Compensation Insurance in compliance with the applicable state and federal laws;
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence;
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and

For all coverages: each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CLIENT.

CONTRACTOR shall furnish CLIENT with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CLIENT before work commences. CLIENT reserves the right to require complete, certified copies of all required insurance policies at any time.

11. CONFIDENTIALITY AND NON-SOLICITATION.

11.01 Agreement Content. The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency. Notwithstanding

the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

11.02 Intellectual Property. CLIENT agrees that the equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that CLIENT will not release any information regarding such trade secrets to any third party without the prior written consent of CONTRACTOR. CLIENT further agrees that, in connection with the use of certain data entry devices, CLIENT may gain access to the intellectual property of third parties. CLIENT understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. CLIENT agrees to enter into such arrangements at CONTRACTOR's request.

11.03 Non-Solicitation. For the term of this Agreement and for one (1) year after its termination, CLIENT shall not employ or hire any employee or former employee of CONTRACTOR who, pursuant to this Agreement, has had any contact with employees or representatives of CLIENT or has worked on CLIENT's accounts, without the prior written consent of CONTRACTOR.

12. ACCESS TO DOCUMENTS. The parties agree that during and after the term of this Agreement, each party shall have access to any and all documents, records, disks, and electronic data produced in the performance of this AGREEMENT and in the possession of the other party, as necessary to defend such party in litigation or to respond to investigations initiated by third parties, or for other legitimate business reasons.

13. ATTACHMENTS. The following named attachments are made an integral part of this AGREEMENT:

(a) Scope of Services (Exhibit A attached hereto and made a part hereof);

(b) Web Hosting Agreement (Exhibit B attached hereto and made a part hereof);

(c) Business Associate Agreement (Exhibit C attached hereto and made a part hereof)

(d) Addendum to Service Agreement – TripTix Mobile Program (Exhibit D attached hereto and made a part hereof).

14. TERMINATION.

14.01 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

(a) Either CLIENT or CONTRACTOR may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) If CONTRACTOR fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from CLIENT specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If CLIENT fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from CONTRACTOR specifying the nature and

extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) Unless otherwise agreed upon by the parties, if CLIENT or CONTRACTOR shall apply for or consent to the appointment of a petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either Party bankrupt or approving a petition seeking reorganization of either Party or appointment of a receiver, trustee or liquidator of either Party or all or a substantial part of its assets, this Agreement shall terminate automatically and immediately.

14.02 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any Party, CONTRACTOR shall be entitled to recover when due and payable hereunder, all amounts owed to CONTRACTOR hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days, CONTRACTOR, at its sole discretion and upon written notice to CLIENT of its election to do so, may continue its billing and collection efforts as to those accounts referred to CONTRACTOR prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 4.01 above. At the end of the foregoing period, CONTRACTOR shall return all records to CLIENT in the format requested by CLIENT, including CD, DVD, external hard drive, etc. and shall cooperate in the transition of the billing and collection services; provided, however, that CONTRACTOR may keep any copies of records in accordance with applicable law. For cases of default, the CONTRACTOR shall be given opportunity to cure the default within the allotted period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of Agreement. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. UNCONTROLLABLE FORCES. Except for CLIENT's obligation to pay, when due, the fees and compensation owed to CONTRACTOR, neither CLIENT nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

16. JURISDICTION, VENUE and ARBITRATION. All claims, disputes or controversies arising out of, in connection with or in relation to this AGREEMENT shall be decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in force. For claims, disputes or controversies which either Party may have in excess of \$1,000,000, exclusive of claims for interest, attorneys fees and costs, three (3) neutral arbitrators shall be used unless the parties agree to a single arbitrator. For disputes less than this amount, a single arbitrator shall be used. For purposes of determining the number of arbitrators, the parties' claims and counterclaims shall not be additive. The arbitration shall be conducted in Somervell County, Texas. The decision of the arbitrator(s) shall be final, binding and enforceable in any court of competent jurisdiction and the parties agree that there shall be no appeal from the arbitrator(s)' decision except as provided by applicable law. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The parties shall have the right to conduct discovery as provided by law. The right to arbitrate shall survive the termination of this AGREEMENT. The parties acknowledge and agree that this Agreement includes activities in Interstate Commerce and that the Federal Arbitration Act, 9 USC §1 et seq shall control and apply to all arbitrations conducted hereunder, notwithstanding any state law provisions to the contrary.

The parties irrevocably agree to be joined as parties in any arbitration proceeding which involves claims, disputes or controversies which either party may have with other parties not a party to this AGREEMENT who are also governed by an arbitration agreement.

The parties hereby irrevocably waive any objection to the joinder of other parties who are not parties to this AGREEMENT to any arbitration proceeding commenced pursuant to another agreement where such other parties are also governed by an arbitration agreement.

All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Florida. Subject to the foregoing arbitration provisions, any legal action by either party against the other concerning this AGREEMENT shall be filed in Miami-Dade County, which shall be deemed proper jurisdiction and venue for the action.

17. REPRESENTATIONS. CLIENT and CONTRACTOR agree that this AGREEMENT constitutes a legal, valid and binding obligation for each party, enforceable against such party in accordance with its terms (subject always to applicable bankruptcy, insolvency, receivership and other similar laws relating to or affecting the enforcement of creditor's rights generally and to general principles of equity). Further, CONTRACTOR and CLIENT warrant and represent to each other:

that each (i) is duly formed and organized and validly existing under the laws of the jurisdiction of its formation, (ii) is properly qualified to do business and is in good standing under the laws of each jurisdiction in which it does business, (iii) has all necessary corporate or similar power and authority to execute and deliver this Addendum and to consummate the transaction contemplated hereby; and

that this AGREEMENT, its execution and the fulfillment and compliance with the terms and conditions hereof, do not violate or conflict with any provision of or result in any breach of or default under any (i) organizational documents of each party, (ii) law or judicial, award, or similar decree, or (iii) agreement, to which CLIENT or CONTRACTOR, for CONTRACTOR's representations and warranties, or CLIENT, for CLIENT's representations and warranties, are bound.

18. EXPORT LAWS. CLIENT shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which CLIENT receives delivery of the Licensed Software which pertain to the Licensed Software.

19. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, CONTRACTOR shall not sell, transfer, assign this AGREEMENT, or of its right, title or interest therein, without the express prior written consent of CLIENT.

20. NOTICES. Any notice given or required to be given under this Agreement shall be in writing and shall be addressed to the parties hereto at the addresses set out below. Any such notices shall be deemed to have been given (i) if mailed, then three (3) days following the date such notice is placed in the United States mail in a postage paid wrapper, registered or certified with return receipt requested, addressed to the appropriate party at the address set forth above for such Party, or to the last address provided in writing to the other party by the addressee, or (ii) if by any other method, when actually received. Either party may change its address for the purpose of this Agreement by notice in writing to the other party in accordance herewith.

To CLIENT: Somervell County EMS

ATTN: County Judge

111 Shepard Street

Glen Rose, TX 76043

To the CONTRACTOR:

Brad Williams

Vice President, Finance

Advanced Data Processing, Inc.

6451 North Federal Highway, Suite 1002

Fort Lauderdale, Florida 33308

21. SEVERABILITY. Should any part, term or provision of this AGREEMENT be by the courts decided to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

22. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties. CONTRACTOR represents that in entering into this AGREEMENT it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature. This Agreement may be amended only in writing signed by the parties.

23. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

IN WITNESS OF THE FOREGOING, CLIENT has caused this AGREEMENT to be signed by its CITY Administrator, attested by CITY Clerk with the corporate seal of _____, and CONTRACTOR has executed this Agreement effective as of the date set forth above.

ATTEST:

By: _____
County Judge

By: _____
EMS Administrator

Date: _____

CONTRACTOR
Advanced Data Processing, Inc.
A Delaware Corporation

DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Advanced Data Processing, Inc.**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of the **CONTRACTOR**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on _____, 2011.

Notary Public, State of Florida

My Commission expires:

Exhibit A
Scope of Services

Base Services and Obligations:

A. CONTRACTOR shall provide complete medical billing and accounts receivable management services for CLIENT as described below. CONTRACTOR shall:

1. Prepare and submit all initial claims and bills for CLIENT promptly upon receipt thereof, and prepare and submit all secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist CLIENT in identifying all necessary documentation in order to process and bill the accounts.
 3. Direct all payments to: P.O. Box 941359, Houston, Texas 77094-8359
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by CONTRACTOR.
 5. Respond to and follow up with all Payors and respond to all messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for all records pertaining to CLIENT's bills and collections hereunder, accessible to CLIENT at all reasonable times.
 7. Maintain records of all services performed and all financial transactions.
 8. Meet, as needed, with representatives of CLIENT to discuss results, problems and recommendations.
 9. Provide any CLIENT-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Ensure that all required documentation and agreements with Payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that CLIENT is kept apprised of important changes to industry regulations.
 11. Provide reasonably necessary training periodically, as requested by CLIENT, to CLIENT's emergency medical personnel regarding the gathering of the necessary information and proper completion of run tickets.
 12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to compliance with applicable federal, state and local regulations.
 13. Reconcile the number of transports processed with those received
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14. Provide a designated liaison for patient and other Payor concerns.
15. Provide a toll free telephone number for patients and other Payors to be answered as designated by CLIENT.
16. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.
17. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
18. Respond to any CLIENT or Payor inquiry or questions promptly
19. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
20. Provide access to CLIENT for all requested information in order for CLIENT to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR
21. Provide timely comprehensive reports in a mutually agreed upon format_facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided.
22. Process refund requests and provide CLIENT with documentation substantiating each refund requested.
23. CONTRACTOR acknowledges its obligations as CLIENT's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in C.F.R. Part 681. CONTRACTOR will ensure that its activities for CLIENT are conducted in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. CONTRACTOR will use reasonable efforts to ensure that any agent or third party who performs services on CONTRACTOR's behalf in connection with this Agreement, including subcontractors, also agree to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. CONTRACTOR will alert CLIENT of any red flag incident which we become aware, and the steps that are being taken to mitigate any potential security compromise.

B. Specific Scope Compliance:

1. Assign billing patient numbers providing cross-reference to CLIENT'S assigned transport numbers.
 2. Maintain responsibility for obtaining missing or incomplete insurance information.
 3. Provide accurate coding of medical claims based on information provided by CLIENT.
 4. Make recommendations for fee schedule changes and regularly advise CLIENT on changes in statutes and industry regulations.
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5. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

6. Retain all accounts for a minimum of twelve 120 days (unless otherwise specified by mutual agreement) and after 120 days turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by CLIENT. **IF APPLICABLE:** Notwithstanding the foregoing, no account shall be turned over for collection without CLIENT's consent.

7. Provide for facilities to permit real-time read only electronic look-up access by CLIENT to CONTRACTOR'S system to obtain patient data and billing information.

8. Maintain records in an electronic format that is readily accessible by CLIENT personnel and that meets all federal and state requirements for maintaining patient medical records.

9. Maintain daily deposit control sheets and original documentation

10. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

11. Provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

C. *Optional Services:*

The CONTRACTOR will provide the following specific optional services by mutual agreement with CLIENT:

Provide HIPAA Privacy Notice to transported, billed patients as an insert into the initial billing notice mailed to these patients.

D. *CLIENT's Responsibilities and Obligations:*

1. From each patient CLIENT who receives EMS from CLIENT ("Patient"), CLIENT shall use its best efforts to obtain and forward the following information ("Information") to CONTRACTOR:

- The Patient's full name and date of birth
 - The mailing address (including Zip Code) and telephone number of the Patient or other party responsible for payment ("Guarantor")
 - The Patient's social security number
 - The name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and ID numbers
 - The auto insurance carrier's address and/or agent's name and phone number if an automobile is involved
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- The employer's name, address and Workers Compensation Insurance information if the incident is work related
- The Patient's Medicare or Medicaid HIC numbers if applicable
- The Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements
- The call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P
- Odometer readings such that loaded miles may be calculated.
- Physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations
- Any other information that CONTRACTOR may reasonably require to bill the Patient or other Payor.

2. CLIENT warrants that all information provided to CONTRACTOR shall be accurate and complete, to the best of its knowledge. CONTRACTOR shall have no obligation to verify the accuracy of such information, and CLIENT shall be solely responsible for such accuracy. CLIENT agrees to indemnify CONTRACTOR, its agents, and employees from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to CONTRACTOR that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws, including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. CLIENT will provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on CLIENT's behalf.

4. CLIENT will provide CONTRACTOR with its approved billing policies and procedures, including fee schedules and collection protocols. CLIENT will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.

5. CLIENT will timely process refunds identified by CONTRACTOR for account overpayments.

6. CLIENT will Direct all payments to: P.O. Box 941359, Houston, Texas 77094-8359

7. CLIENT will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site.

8. CLIENT will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.

9. CLIENT will assure that all of its personnel involved in the delivery of EMS hold the licensure or certification required to perform such services, and are not excluded persons listed on the OIG exclusion list.

10. CLIENT agrees that it will forward to CONTRACTOR copies of checks, or other payment documentation requested by CONTRACTOR relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. CLIENT agrees to notify CONTRACTOR in the event that their Epcr vendor performs any system upgrades. Notification may be made in writing to support@intermedix.com.

Exhibit B

Web Hosting Agreement

1. License. CONTRACTOR grants to CLIENT a limited, non-exclusive and non-transferable license: (i) to access and use the CONTRACTOR'S proprietary IMX billing system software (the "Software") in executable code format via Internet connection to CONTRACTOR's hosting facility solely in support of the billing and collection with respect to the CLIENT's EMS services; and (ii) to use any associated end-user documentation provided by CONTRACTOR (the "Documentation") in support of CLIENT's authorized use of the Software. Except as expressly permitted herein, no express or implied license is granted to CLIENT to use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Software or any component thereof. No modification of, or preparation of derivative works based on the Software or Documentation is permitted. CLIENT shall not disassemble, decompile, decrypt or reverse engineer the Software or in any way attempt to discover or reproduce source code for the Software, or any portion thereof. CLIENT shall not develop or license any third party programs, applications, tools or other products which interface or interact with the Software without the prior written consent of CONTRACTOR. CLIENT agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Software. The Software may incorporate software under license from a third party. If the third party requires CLIENT's notification of such use through an End User License Agreement ("EULA"), CONTRACTOR will provide such notification to CLIENT. In order to use the Software, CLIENT agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon installation or use of the Software. CLIENT's use of the Software subsequent to such notice(s) shall constitute CLIENT's acceptance of the EULA(s).

2. Hosting of Application. CONTRACTOR shall establish and maintain a production version of the Software for CLIENT's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The Software shall reside on a server or cluster of servers which are physically located at CONTRACTOR's place of business or at a third-party site that meet or exceed the following service level requirements: (i) 5 megabit/s connectivity with redundant connections to multiple tier-1 backbone providers (XO Communications and Time Warner Telecommunications) (ii) Dual Intel Xeon Processors; (iii) fault tolerant storage; (iv) and 24/7 site and server monitoring. The Software may reside on a server used for the applications of other CONTRACTOR customers. As of the date of this Agreement, the Software resides at a cluster of servers that are physically located in highly secure high-tech data centers in Austin, Texas and Houston, Texas.

3. Application Maintenance. CONTRACTOR shall maintain the Software so that it is available for access by CLIENT. CONTRACTOR shall implement commercially reasonable procedures regarding application management, load balancing, back-up, recovery, file and disk space utilization management, and data security to ensure that the most recent version of the Software resides on the server or may be reinstalled without undue delay. The Software shall be capable of continuous operation 99.9% of the time, other than for interruptions due to service maintenance and upgrades, system failure, system back-up and recovery and for causes beyond CONTRACTOR's reasonable control. CONTRACTOR will ensure the availability of qualified engineers around the clock, ready to intervene should the need arise 365 days per year and 24 hours a day.

4. Internet Access. CONTRACTOR shall be responsible for providing Internet access, and in no event shall CLIENT be provided with direct access (by modem or otherwise) to the Software server, other than

access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, CONTRACTOR makes no guarantee that any given user will be able to access the Software at any given time. There are no assurances that access will be available at all times and uninterrupted, and CONTRACTOR shall not be liable to CLIENT for its inability to access the Software.

5. Limitation of Access to Software. CLIENT's right to access and use the Software will vary depending upon the scope of the CONTRACTOR Services being provided by CONTRACTOR. By way of example, if CONTRACTOR is responsible for inputting CLIENT's data, CLIENT's access to the Software will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of CLIENT. A complete and signed access form for each of CLIENT's personnel authorized to access the Software must be submitted to and approved by CONTRACTOR.

6. Statistical Reporting. Statistical and financial data reports will be available on the Software at all times that the Software is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without notice to CLIENT. Notwithstanding the foregoing, CLIENT may request that specific, custom reports be made available to it at an additional charge to be negotiated between CONTRACTOR and CLIENT.

7. Acknowledgement with Respect to Reports. With respect to each report generated by the Software, CLIENT acknowledges and agrees:

(a) Such report represents a "snapshot" of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.

(b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.

(c) The data represented in the report constitutes only a limited portion of all data available regarding CLIENT's business. Accordingly, any particular report may not accurately represent the CLIENT's then-current or future financial condition.

8. Security. CLIENT acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems. CONTRACTOR shall use commercially reasonable efforts to maintain the security of the Software, but shall not be responsible for the CLIENT's loss or dissemination of passwords or other breaches beyond CONTRACTOR's reasonable control.

9. Data protection. CONTRACTOR addresses customer privacy issues very seriously. CONTRACTOR agrees that it will not use or make available any personally identifiable information other than administering the client's account and collecting usage statistics in order to improve CONTRACTOR's products and service specifications. During the term of this Agreement and after termination or expiration of this Agreement, CONTRACTOR will not in any way transfer to any third party or use in direct or indirect competition with CLIENT any information or data posted by or for the benefit of CLIENT on CONTRACTOR's website and acknowledges that all such information is confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical information, price lists, data and business plans. Confidential Information is the

exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Agreement. CONTRACTOR acknowledges that its handling of information on behalf of client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. CONTRACTOR agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of this Agreement.

10. Service disruption caused by customer actions. Although through there are limitations on the manipulation of critical server configuration files, server settings, etc., a customer is allowed, CONTRACTOR shall not be liable for service outages caused by direct customer actions.

11. Supplemental Indemnification

- (a) CLIENT shall indemnify, hold harmless and, at CONTRACTOR request, defend CONTRACTOR, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CONTRACTOR arising out of or resulting from CLIENT's infringement of such third party's (a) intellectual property rights, or (b) rights as a potential employee of CLIENT, including applicants or candidates for employment by CLIENT.
 - (b) CONTRACTOR shall indemnify, hold harmless and, at CLIENT's request and upon CONTRACTOR's written agreement, defend CLIENT, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CLIENT arising out of or resulting from CONTRACTOR's infringement of such third party's intellectual property rights.
 - (c) CONTRACTOR's solutions are designed and hosted with the utmost consideration for data privacy concerns, adhering to federal and state guidelines and industry best practices, providing audit trails and notifications of all system transactions. CONTRACTOR maintains adequate professional liability insurance and will provide CLIENT with a Certificate of Insurance for such. In no event shall Licensor or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages beyond the values as maintained in the professional liability insurance.
 - (d) Either party may, at its sole discretion and expense, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect either party's rights or obligations shall be made without either party's prior written approval
-

Exhibit C

Business Associate Addendum

CONTRACTOR the "Business Associate" and CLIENT hereby add the following additional language to the AGREEMENT.

1. CONTRACTOR shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, CONTRACTOR agrees that it will:
 - a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of CLIENT;
 - b. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - c. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - d. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of this Addendum.
 - e. Report to CLIENT any use or disclosure of PHI not provided for by this Addendum of which CONTRACTOR becomes aware;
 - f. Ensure that any agents or subcontractors to whom CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI;
 - g. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by CLIENT regarding the individual;
 - h. Incorporate any amendments to PHI when notified to do so by CLIENT;
 - i. Provide an accounting of all uses or disclosures of PHI made by CONTRACTOR as required under the HIPAA privacy rule within sixty (60) days;
 - j. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONTRACTOR's and CLIENT's compliance with HIPAA; and
 - k. At the termination of the AGREEMENT, return or destroy all PHI received from, or created or received by CONTRACTOR on behalf of CLIENT, and if return is not feasible, the protections of this Addendum will extend to such PHI.
-

2. The specific uses and disclosures of PHI that may be made by CONTRACTOR on behalf of CLIENT include:
 - a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of CONTRACTOR as business associate.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
 3. Notwithstanding any other provisions of this AGREEMENT or Addendum, the AGREEMENT may be terminated by CLIENT if CONTRACTOR has violated a term or provision of this Addendum pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by CLIENT, result in a violation of the HIPAA privacy rule by CLIENT.
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Exhibit D
Addendum to Service Agreement
(TripTix Mobile Program)

This Addendum to the AGREEMENT (the "Addendum") hereby adds the following language to the AGREEMENT.

WHEREAS, CONTRACTOR has developed the "Triptix" system running on "tablet PC's" to enter medical records and data into and interact with its main billing and medical records system (the "Product" as more particularly defined herein) that CONTRACTOR is willing to make available under license to CLIENT upon the terms herein set forth; and

WHEREAS, CLIENT has expressed a desire to use the Product; and

WHEREAS, CLIENT acknowledges that, in connection with the provision of the Product and the Triptix devices, CONTRACTOR is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For all purposes of this Addendum, the following definitions shall apply:

"Confidential Technical Information" shall mean any and all technical information of the designated Party except:

technical information which at the time of disclosure is in the public domain;

technical information which after disclosure is published or otherwise becomes a part of the public domain through no fault of the recipient (but only after it is published or otherwise becomes part of the public domain);

technical information which the recipient can show was in its possession at the time of disclosure and it was not acquired, directly or indirectly, from the other Party hereto; or

technical information which was received by the recipient after the time of disclosure hereunder from a third party who did not acquire it, directly or indirectly, from the disclosure Party under an obligation of confidence. For the purpose of this definition, specific technical information disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because it is embraced by more general information within one of the said exceptions. In addition, any combination of features disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because individual features of the combination are within any of said exceptions, but only if the combination itself and its principle of operation are within one of the said exceptions.

"Customizations" shall mean any changes to the Licensed Software requested by CLIENT and agreed to by CONTRACTOR for increased or different functionality of the Licensed Software. **"Day"** or **"Days"** shall mean a continuous calendar day.

"Documentation" shall mean any technical or instructional materials for the Licensed Software that are delivered to CLIENT by CONTRACTOR.

"Defaulting Party" shall mean either CONTRACTOR or CLIENT to this Addendum who has been served with written notice that it is not in compliance with any term to this Addendum.

"Effective Date" shall mean the date on which the Initial Fee is paid or, if no Initial Fee is required, the date on which the last party to this Addendum executed it.

"First Day of Service" shall mean, with respect to each Product Unit, the first day such Product Unit is delivered to CLIENT.

"Initial Period" shall mean, with respect to each Product Unit, the initial three-year period following the delivery of the Product Unit to CLIENT.

"Intellectual Property" shall mean all of CONTRACTOR's rights in and to the Product, including, without limitation, CONTRACTOR's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by CONTRACTOR relevant to the Product.

"Initial Fee" shall mean, with respect to each Product Unit, the Third-Party Intellectual Property Royalty Payments required in connection with such Product Unit.

"Licensed Software" means the copies of CONTRACTOR's software programs as are contained in the Product, including any Documentation included therewith. CONTRACTOR may, at its sole discretion, provide corrections and modifications to the Licensed Software from time to time.

"Licensed Territory" shall mean the area in which CLIENT operates its emergency medical service at the time of entering into this Addendum.

"Material Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Material Non-Monetary Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Licensed Software, any Customizations with respect to one or more of the Product Units delivered to CLIENT, and any Third-Party Intellectual Property, as licensed to CLIENT under the terms and conditions of this Addendum.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than CONTRACTOR.

"Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

"Third-Party Intellectual Property Rights" shall mean the intellectual property rights of any third-party used in connection with the Product.

"Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by CLIENT or, indirectly, on CLIENT's behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights.

"Updates" shall mean any and all revisions to the Licensed Software, and the Customizations or any other part of the Product, if any, as shall be delivered by CONTRACTOR to CLIENT from time to time.

"Users" shall mean any employees or independent contractors of CLIENT, all of whom shall have the right to use the Licensed Software, Customizations and any Documentation pursuant to the terms and conditions of this Addendum.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the AGREEMENT. The compensation due and owing CONTRACTOR by CLIENT shall be as described in Section 4.03 of the AGREEMENT during the Term of this Addendum.

2.02 License Fees. In addition to the payments required pursuant to the provisions of Section 4.03(a) of the AGREEMENT, CLIENT shall make the payments in connection with Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.01 hereto, if any.

In the event that CLIENT terminates this Addendum within the first 18 months, it shall pay an early termination fee as set out on Schedule 2.02 hereto

2.03 Payment Terms. All undisputed amounts shall be paid within thirty (30) days of receipt of a valid invoice.

ARTICLE III. PROPRIETARY RIGHTS

3.01 CLIENT acknowledges that CONTRACTOR and its suppliers, including, without limitation, the suppliers of licenses of Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Licensed Software, the Customizations, the Updates, any Documentation, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of CONTRACTOR. CLIENT shall not be an owner or holder of any copies of, or have any interest in the Licensed Software or any Updates, Customizations, and Documentation but rather, such Licensed Software, Releases and Updates and Documentation are solely licensed for use pursuant to this Addendum. Neither CLIENT nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Licensed Software or any Product; (ii) sub-license, lease, rent, assign, transfer or distribute Licensed Software or any Product to any third party; (iii) alter, modify, copy, enhance or adapt the Licensed Software or any Product; (iv) attempt to reverse engineer, covert, translate,

decompile, disassemble or merge the Licensed Software or any Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Licensed Software or any Product, or permit persons who are not Users any access to the Licensed Software or its operations, and any attempt to do any of the above shall void all warranties given CLIENT by CONTRACTOR.

ARTICLE IV. DATA ENTRY DEVICES

4.01 Generally. CLIENT and CONTRACTOR understand and agree that CONTRACTOR may make available data entry devices (hand-held devices, tablet pc's and/or other data entry devices for the collection and/or transmission of medical information). CLIENT understands and acknowledges that any of the aforementioned data entry devices provided by CONTRACTOR will be subject to the additional fee described in Section 4.01(b) of this AGREEMENT. Also, in connection with the potential provision of such devices, CLIENT agrees:

(a) CLIENT will be responsible for the loss or damage to such devices. CLIENT agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such device provided to it or (ii), if the device is irreparable, lost or stolen, for the replacement cost of the device. CLIENT is responsible for repair or replacement costs not covered by extended warranty provided by the CONTRACTOR. CLIENT agrees that CLIENT may obtain insurance for such devices provided that CONTRACTOR is named as a beneficiary under such insurance. CONTRACTOR will use commercially reasonable efforts to provide CLIENT with a replacement unit within one business day following the business day on which the request is made.

(b) CLIENT may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the data entry device. CLIENT understands and agrees that CONTRACTOR will not be able to provide data entry devices unless and until agreements are entered into with the third-party manufacturers of such third party devices. CLIENT understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of CONTRACTOR under this AGREEMENT or any other arrangement between CLIENT and CONTRACTOR. CLIENT further understands and agrees that the failure to enter into such agreements with these third parties may hinder CLIENT'S use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the data entry device).

(c) CLIENT may be required to obtain new or different medical or other equipment capable of communicating with the data entry devices. CLIENT understands and agrees that such new or different medical or other equipment must be obtained at CLIENT'S sole cost and expense.

(d) CLIENT may request CONTRACTOR to support additional medical or other devices. CLIENT understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. CLIENT further understands and agrees that CONTRACTOR has no obligation to undertake the development of interfaces with additional medical or other devices.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Effective Date and shall continue until the end of the Initial Period of the last Product Unit delivered pursuant to the terms and provisions of this Addendum ("Initial Term"). CONTRACTOR's Maintenance and Support obligations shall continue until the end of the Initial Term at the fees set forth by the AGREEMENT provided, however, that CLIENT or CONTRACTOR may terminate this Addendum pursuant to the terms and provisions of this Addendum.

5.02 Termination. Notwithstanding any other language herein or in the AGREEMENT, a termination of the Addendum shall not operate to terminate the AGREEMENT, but a termination of the AGREEMENT shall operate as a termination of this Addendum. Notwithstanding anything to the contrary herein or in the AGREEMENT, a termination of the AGREEMENT by CLIENT may be deemed to be an elective termination and a default under this Addendum.

5.03 Termination of the Addendum.

Termination by CLIENT upon CONTRACTOR Material Breach. CLIENT may terminate this Addendum (but not the AGREEMENT) without obligations to pay an early termination payment, if CONTRACTOR commits a Material Non-Monetary Breach which breach, if capable of being cured, is not cured within 30 days of a written notice of termination

Termination by CLIENT without CONTRACTOR Material Breach. CLIENT may terminate this Addendum (but not the AGREEMENT) at any time by providing notice to CONTRACTOR, making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to EACH Product Unit delivered pursuant to this Addendum and returning all Product Units to CONTRACTOR.

Termination by CONTRACTOR upon CLIENT Material Breach. CONTRACTOR may terminate this Addendum if CLIENT commits

a Material Monetary Breach CLIENT fails to pay any undisputed amount due under this Addendum within 20 days after written notice of such nonpayment or

a Material Non-Monetary Breach, which breach, if capable of being cured, is not cured within 30 days of a written notice of termination.

5.04 Any termination of the Addendum shall not:

release CLIENT or CONTRACTOR from any claim of the other accrued hereunder prior to the effective date of such termination;

release CLIENT or CONTRACTOR from their obligations under Article VII or Sections 4.05 and 4.06, respectively, unless otherwise released by the further terms hereof;

5.05 Upon termination of this Addendum, CONTRACTOR shall remain the sole owner of the Product and all intellectual property and goodwill associated therewith, and CLIENT shall assert no rights thereto.

5.06 Delivery of Materials. Upon termination of this Addendum for any reason, CLIENT shall immediately discontinue use of the Product including all Documentation and within ten (10) days return

each of the Product Units and certify in writing to CONTRACTOR that all copies, extracts or derivatives of any item comprising the Product, including all Documentation, in whole or in part, in any form, have either been delivered to CONTRACTOR or destroyed in accordance with CONTRACTOR's instructions. All payments made by CLIENT to CONTRACTOR hereunder are non-refundable.

ARTICLE VI. BREACH OF ADDENDUM

6.01 Material Non-Monetary Breaches.

CLIENT Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by a CLIENT, a "Material Non-Monetary Breach" includes any breach of its or its User's obligations with respect to Proprietary Rights, Confidentiality, or any material breach of a party's representations or warranties under this Addendum.

CONTRACTOR Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by CONTRACTOR, a "Material Non-Monetary Breach" includes any material breach of its Maintenance and Support obligations or any material breach of its representations or warranties under this Addendum.

CONTRACTOR and CLIENT Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by either CONTRACTOR or CLIENT, it shall be a "Material Non-Monetary Breach" if such party (i) terminates or suspends its business or operations, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which are not rescinded within forty-five (45) days.

6.02 Material Monetary Breaches. For purposes of this Addendum, as respects a breach by either CONTRACTOR or CLIENT, it shall be a "Material Monetary Breach" with respect to such party if:

Such party fails to make any Third-Party Intellectual Property Royalty Payment as required under any agreement with such third party;

Such party fails to make payments due under the terms of this Addendum or the AGREEMENT when and as due; or

Such party fails to reimburse the other party for payments made on its behalf for Third-Party Intellectual Property Royalty Payments.

ARTICLE VII. LICENSE

7.01 License. Commencing on the Effective Date and subject to the terms and conditions of this Addendum, CONTRACTOR grants CLIENT a non-exclusive, non-transferable license, to use the Product in the Licensed Area by the Users. This license does not constitute a sale of the Product or any portion or piece thereof or of any copies of Licensed Software, Customizations or Documentation.

7.02 Delivery and Acceptance. CONTRACTOR will deliver to CLIENT, the Product at mutually agreeable times, after or simultaneously with the later of date of the execution of this Addendum or Effective Date, or as otherwise provided.

7.03 No Other Rights. Except to exercise the license of Section 6.01 and its rights specifically granted under this Addendum, CLIENT shall have no rights to own, use or otherwise exercise dominion over the Product. Except as otherwise permitted under this Addendum, CLIENT may not rent, lease, loan, sell or otherwise distribute the Product or any derivative works based upon the Licensed Software in whole or in part.

7.04 Right of Audit. Either party may audit and inspect the other party's physical and electronic records solely to verify such party's compliance with the terms of this Article VI. CLIENT hereby agrees to the remote electronic survey of the Licensed Software licensed hereunder, provided CLIENT is provided ten (10) business day's prior written notice of such survey and provided further that such audit is conducted in a reasonable manner. In addition, upon written request from the other party, each party shall provide or obtain physical access to such records to either the requesting party or an independent auditor chosen by the party for the purposes of audit. All physical audits of CLIENT will be conducted at the business premises in which the Licensed Software is installed or accessed during regular business hours during the term of this Addendum. Audits will be conducted no more frequently than once annually. All individuals performing such audits, including independent third party auditors, must be bound by confidentiality obligations consistent with the Agreement.

7.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to CLIENT, CONTRACTOR will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by CONTRACTOR for testing and development shall be supplied by CLIENT at its expense to CONTRACTOR promptly upon request by CONTRACTOR to CLIENT.

ARTICLE VIII. LIMITED WARRANTY AND DISCLAIMER:

8.01 Software Media Warranty. CONTRACTOR warrants that each Product Unit delivered to CLIENT will be free from material defects when delivered. CONTRACTOR's entire liability and CLIENT's exclusive remedy under this warranty will be to replace the media on which such Product was delivered. CONTRACTOR shall have no obligation to replace any defective media which is not returned to CONTRACTOR within the warranty period or which has failed because of accident, abuse or misapplication.

8.02 Software Warranty. CONTRACTOR warrants that from the date of the delivery of a Product Unit identified by CONTRACTOR as being fully functional for production at the site designated by CONTRACTOR, the Product, if properly used by CLIENT, shall operate in conformity with the Documentation for such Product, if any. CONTRACTOR does not warrant that any Product will meet all of CLIENT's requirements or that the use of any Product will be uninterrupted or error free.

8.03 Grant of Standard Warranties Only. NEITHER CONTRACTOR NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CLIENT WITH RESPECT TO THE PRODUCT OR OTHER ITEMS DELIVERED PURSUANT TO THIS ADDENDUM THAT IS NOT PART OF THE STANDARD WARRANTY OFFERED BY CONTRACTOR TO ITS OTHER CUSTOMERS. CONTRACTOR's sole and exclusive liability, and CLIENT's sole and exclusive remedy, shall be, at CONTRACTOR's sole election, to terminate this Addendum, at which time, CLIENT shall immediately

deliver each Product Unit and any related Documentation to CONTRACTOR; provided, however, CONTRACTOR may elect, to attempt, through reasonable efforts, to: (a) correct any material nonconformities discovered within the Warranty Period, (b) replace the nonconforming Product. The above remedies are available only if CONTRACTOR is promptly notified in writing, within the warranty period, upon discovery of the nonconformities by CLIENT and CONTRACTOR's examination of the Product discloses that such nonconformities exist, and that the Product has not been (i) altered or modified; (ii) subjected to negligence, or computer or electrical malfunctions; (iii) used, adjusted, or installed other than in accordance with the instructions furnished by CONTRACTOR; or (iv) modified for custom development by CONTRACTOR for CLIENT as agreed in an Order. ANY REFUND OF FEES PROVIDED HEREUNDER (WHICH MAY BE UNDERTAKEN AT CONTRACTOR'S SOLE AND COMPLETE DISCRETION) SHALL BE DEEMED A TERMINATION OF THIS ADDENDUM (AND ANY RELATED MAINTENANCE) AND SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR REJECTION OF THE PRODUCT(S) AND NEITHER PARTY SHALL HAVE ANY FUTURE OBLIGATIONS OR LIABILITY HEREUNDER WITH RESPECT TO SUCH PRODUCT(S). THIRD PARTY INTELLECTUAL PROPERTY PAYMENTS SHALL NOT BE REFUNDABLE IN FULL OR IN PART.

8.04 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third parties.

Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). CLIENT agrees that CONTRACTOR shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by CLIENT in reliance upon such information or the Product. CLIENT further agrees that CONTRACTOR shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at CLIENT's sole risk, cost and expense.

CONTRACTOR and its third party suppliers and CLIENTS do not warrant that any Product will meet CLIENT's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected by third party information CLIENTS, or that the data and/or reports generated by the Product will be accurate in the event that third party information providers have provided inaccurate information.

8.05 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ADDENDUM AND THEIR OWN WILLFUL MISCONDUCT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CLIENT WITH RESPECT TO THE LICENSED SOFTWARE, ANY SERVICES OR ANY PRODUCT, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF CONTRACTOR SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON CONTRACTOR'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF CONTRACTOR. EXCEPT WITH RESPECT TO THEIR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING IN ANY WAY OUT OF THIS ADDENDUM UNDER ANY CAUSE OF ACTION, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY OTHER DAMAGES IN EXCESS OF THE AMOUNTS PAID FOR THE PRODUCT UNIT THAT

GAVE RISE TO SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.



**Schedule 2.01
Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between CLIENT and the manufacturer of defibrillating equipment when the manufacturer has cleared the Triptix equipment for direct interface between their equipment and the CONTRACTOR provided data devices.

AND NO OTHER

Schedule 2.02

Initial Term Early Termination Payments

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first 18 months from the beginning of the Term:	\$4,500
(2)	For an Early Termination during the remainder of the Term:	\$---0---

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS



FOR AGENDA OF:

DEPARTMENT: *Judge's Office*

DATE SUBMITTED:

REQUEST: *D/TA on TX DOT roadside park
acquisitions*

Mr. Richard Schiller, P.E.
Director of Maintenance
Fort Worth District

January 12, 2011

Re: Picnic Areas in Somervell County

Dear Mr. Schiller,

Thanks for your correspondence concerning TXDOT'S intentions to close two of the existing roadside parks in Somervell County. When we were informed about the potential closings several months ago, our Commissioner's Court discussed the issues and indicated that they were interested in keeping the parks open.

I broached the subject again at our last Commissioner's Court meeting. After reading your letter, the court had a robust discussion and then asked that I clarify with you what we would prefer. The court also has a couple of questions that you might be able to answer.

What, exactly, does "closing the park" mean? We're just not sure what happens if we allow TXDOT to close the parks.

Our Commissioners are fairly adamant that they want to keep the parks open. From the discussions we have had, the consensus seems to be that we would prefer to be deeded the property and then we'll maintain the picnic areas. Is that a possibility? I'm not sure that we'll be much interested otherwise.

If you can respond to these inquiries, I'll take those answers back to the court and we are prepared to act quickly. I am very appreciative of the fact that TXDOT has given us some options to discuss. These roadside parks are a part of our history as well as providing shade and amenities for those traveling through our county. We very much want to keep them viable.

I look forward to hearing back from you. Feel free to call should that be better for you. Or, I am reachable through email, also. Thanks, again, for keeping Somervell County in the loop.

Sincerely,

Mike Ford
Somervell County Judge

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF:

2-14-11

DEPARTMENT:

Judge's Office

DATE SUBMITTED:

REQUEST: D/TA on new guidelines for County
indigent care

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judge

DATE SUBMITTED: 2/7/11

REQUEST: D/TA on Agreement For Release of Driver
Records to Governmental Entities

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

=====

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judge

DATE SUBMITTED: 2/7/11

REQUEST: D/TA on request to enclose + use existing
lobby as a large conference room



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48" x 96"	-	\$85.00

Select Size: 24" x 37" - \$29.00

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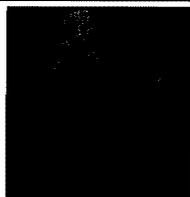
Easy to Install - See Video:



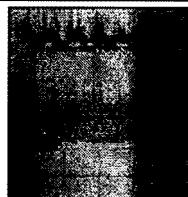
Frosted Privacy film is our most popular film. Provides elegance without any fanfare. It gives you maximum privacy while still allowing the light in. Frosted Film provides the most privacy of any of our film products. Ideal for residential and commercial locations. Contains real, finely ground glass, adding the sparkle of real frosted glass windows.

*"Hi guys,
Your products arrived today (that was really quick) and to be honest, I am not that handy around the house and I was nervous about how your product would work. I just wanted to let you know that I was easily able to cut the product and install the window films and they look great! Just thought I'd share my happiness with you all. Have a great day" - Lisa - Lafayette, CO*

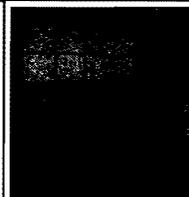
"I got the window film. It looks great!" - Susan - Chicago, IL



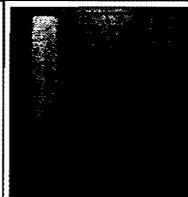
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Frosted Privacy or Lite Frosted Privacy? What is the difference?

With Frosted Privacy Film on your front door, if someone were standing 2 or 3 feet from your door, you would not be able to see them and likely not see any shadows or colors. The person would have to be within about 1 foot of your door before you could tell there is someone there.

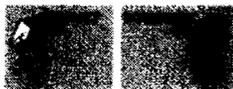
With Lite Frosted Privacy Film on your front door, if someone were standing 2 or 3 feet from your door, you would be able to see vague shadows and colors. While you would know there was a person there, you still have total privacy and would not see any details.

Click the images below for more clarification. The Frosted Film on the left is only 4" from the brightly colored background.

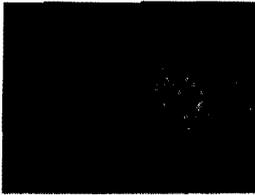


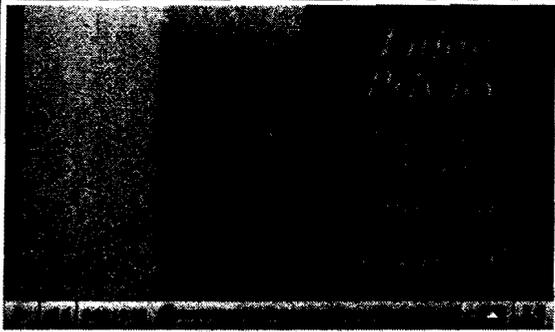
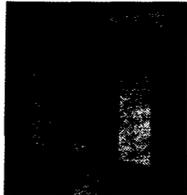
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Eastern Time

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The Lite Frosted Film on the right is about 12" from the background and you are still able to detect the colors. If the background (or a person) were 2 or 3 feet from the film, you would only see very vague colors and shadows.

<p>Frosted Privacy Film</p>  <p>Click image for a Larger View</p>	<p><u>Lite Frosted Privacy Film</u></p>  <p>Click image for a Larger View</p>
--	--

	<p>Related Item</p>  <p><u>Lite Frosted Privacy Window Film</u></p>
--	--

- Adhesive free static cling film - no messy adhesives.
- Clings to any flat, smooth, non-porous surface.
- Easily installed - lasts for years.
- Easy to clean with just soapy water or window cleaner.
- Allows total privacy and more security.
- Filters 95% of furniture damaging UV rays.
- 8-mil vinyl film helps insulate glass and save energy.
- Softens and diffuses glare of harsh sun.
- Helps reduce an unwanted or unappealing view.
- Perfect for bathrooms. Moisture and steam have no affect.
- Easy to trim to size with scissors or utility knife.
- Removes easily with no residue when it's time to redecorate or move.
- Instructions and application squeegee are included.
- Don't see the size you need? Many of our films can be installed using more than one piece. [See FAQ.](#)

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Pricing:	\$34.95	<i>58.95 each</i> \$228.95	\$36.95	\$45.95
	Quantity Discount		Quantity Discount	Quantity Discount
	1-48 items \$34.95 ea.		1-48 items \$36.95 ea.	1-48 items \$45.95 ea.
	49+ items \$31.95 ea.		49+ items \$34.95 ea.	49+ items \$39.95 ea.
Reviews:	No Reviews	No Reviews	No Reviews	No Reviews
CONSTRUCTION:	Steel	—	Steel	Vinyl
DEPTH INCHES:	—	22-3/4	—	—
DESCRIPTION:	—	4-Pack Stack Chair	—	Vinyl Stackable Chair
COLOR FINISH:	Black	Black	Burgundy	Black
BACK HEIGHT INCHES:	17	—	13	19
WIDTH INCHES:	—	17-1/2	—	—
FRAME CONSTRUCTION:	—	Steel	—	—
FRAME COLOR:	Black	—	—	—
SEAT DEPTH INCHES:	16	—	17	16-1/2
SEAT CONSTRUCTION:	Vinyl	High-Density Polyethylene	Upholstered	—
MODEL:	921398BK	252126BK	240168BY	773299BK
ASSEMBLY:	Assembled	Assembled	Assembled	Assembled
SEAT WIDTH INCHES:	16	—	19	16-1/2
CAPACITY LBS:	—	250	—	—
HEIGHT INCHES:	—	32-1/4	31-1/2	—
BACK WIDTH INCHES:	15 (bottom) / 12 (top)	—	19	16
SEAT HEIGHT RANGE INCHES:	—	—	19-1/2	—
PACKAGE QUANTITY:	4 Per Carton	—	—	—
SEAT HEIGHT INCHES:	—	17-1/2	—	—
WEIGHT LBS:	—	—	—	14
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Lifetime® Lightweight Plastic Folding Table



Lifetime® Plastic Folding Table is Durable, Yet Lightweight For Easy Set Up.

Lifetime® Folding Table features double wall, 2" thick polyethylene top for long life. Moisture proof and stain resistant. J-channel steel under-bracing spans length of table for extra strength. 1-1/8" powder coated steel legs. Folds to 2" for easy storage. 29"H. Rectangular style has crossbar for maximum stability. Indoor/outdoor use. 10 Year Limited Warranty.

[Click here to see our full selection of Folding Chairs.](#)

These items can be found on Page 284 of the INDUSTRIAL CATALOG JAN_APRIL 2011

Lifetime® Lightweight Plastic Folding Table

Click on a model number to view additional specifications, photo galleries and accessories. Click on an underlined title to change sort order.

DESCRIPTION	DIMENSIONS W"			96	CARTON QTY	Clear Filters				
		DIMENSIONS			PRICE EACH					
DESCRIPTION	COLOR	W"	L"	H"	CARTON QTY	IMAGE	MODEL	QTY	1-2 CTNS	3+ CTNS
Folding Table	Almond	30	96	29	1		T9C506387TN		\$114.95	\$110.95
Folding Table	Light Gray	30	96	29	1		T9C506387GY		\$114.95	\$110.95
Folding Table	Light Gray	30	96	29	21		T9C250624GY		\$97.95	\$94.95
Folding Table	Almond	30	96	29	21		T9C250624TN		\$97.95	\$94.95

Have a Question About This Product?
[Chat live with a representative](#)

$8 \times 110.95 = \$887.60$

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96 x 30

Please provide an example of any missing or incorrect information.

* Comments:

* Email Address:

**AGENDA REQUEST
COMMISSIONERS' COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: February 14, 2011

ORIGINATING DEPT: Elections Administration

DATE SUBMITTED: February 8, 2011

REQUEST: Discuss / take action to approve Renewal of 3-Year
Ballot Printing Agreement between Somervell County
and ES&S (Election Systems & Software)

**ELECTION SYSTEMS & SOFTWARE, INC.
ELECTION SERVICES AGREEMENT RENEWAL**

WHEREAS, Election Systems & Software, Inc. ("ES&S") and Somervell County, Texas ("Customer") entered into that certain Election Services Agreement dated, December 27th, 2007 ("Agreement"). To the extent not otherwise amended herein, the terms and conditions of the Agreement shall govern.

WHEREAS, Customer desires to renew the Election Services Agreement for an additional three (3) year period in accordance with the Terms and Conditions and pricing of the original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference and made a material part of the Agreement), and the covenants and agreements set forth below, the parties hereby agree as follows:

1. ES&S agrees to extend the Ballot Layout, Coding, Voice File, and Ballot Printing ("Services") in accordance with the terms and pricing set forth in the Agreement, except as noted below, which are applicable to Ballot Printing for the three (3) year period commencing on March 1st, 2011 and ending on February 28th, 2014.

Description	Price per Ballot
14" and 17" Ballots:	
Base ballot charge	\$0.24
Backside of ballot	\$0.03
Stub and / or numbering	\$0.03
Folding	\$0.02
Scoring	\$0.02
Packaging	\$0.00
Color requirements -- defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.02
Prices are exclusive of freight, which will be billed separately.	
19" ballots are quoted separately.	

2. Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as Services are provided. 100% of invoice total due within 30 calendar days of invoice date.
3. Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the Agreement exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for a period of at least three (3) years, (b) ES&S' dedication of sufficient resources during the Term to perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such services in the Agreement exhibits. In the event that Customer changes its commitment to a period of less than three (3) years for any reason other than a termination for cause pursuant to Section 5, of the Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of early termination.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed (date to be no later than February 15th, 2011) by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC.
1253 Allen Station Pkwy
Allen, TX 75002
Fax No.: (402) 970-1291

SOMERVELL COUNTY, TEXAS
Attn: Cathy Thomas
P.O. Box 1098
Glen Rose, TX 76043

Signature

Signature

Name (Printed or Typed)

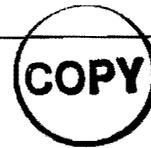
Name (Printed or Typed)

Title

Title

Date

Date



AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF: 2/14/11

DEPARTMENT: Commissioner # 3

DATE SUBMITTED: 2/8/11

REQUEST: D/TA on granting permission to water district
to lay pipeline along fence line of the amphitheater

ADENDUM TO
INTERLOCAL AGREEMENT BETWEEN SOMERVELL COUNTY
AND THE GLEN ROSE INDEPENDENT SCHOOL DISTRICT
(STUDENT PROJECT BARN)

WHEREAS, Somervell County (hereinafter "County") and the Glen Rose Independent School District (hereinafter "School District") entered into an "Interlocal Agreement to Clarify Obligations of County and School District With Respect to Somervell County Exposition Center", dated November 1st, 1994 and recorded in Volume 21, Page 342 of the Commissioners Court records of Somervell County; and

WHEREAS, in that Agreement, County agreed to, and did, subsequently build a new "Project Barn" on a five (5) acre tract of land located near the County's "Transfer Station" and just off of Hwy. 56 North for use by the School District; and

WHEREAS, County then deeded the said five (5) acres to the School District in consideration of School District's promise to make the Project Barn available for the use of students of the District who required space to raise an animal project for the annual Youth Fair held at the County's Expo Facility each year; and

WHEREAS, the said Project Barn is now at full capacity, and is in need of expansion, due to the increased number of students needing space for an animal project to be shown at the Youth Fair; and

WHEREAS, there is insufficient room to expand the Project Barn on the West side of the facility, without encroaching onto the County's property; and

WHEREAS, the other areas of the five acre tract are not suitable for an additional "stand alone" expansion of the Project Barn; and



WHEREAS, County and School District wish to make provisions for the orderly expansion of the Project Barn in order to provide additional space for said students' needs.

NOW, THEREFORE, It is hereby agreed by and between County and School District, as follows:

- 1) County agrees to convey a strip of land which lies on the southwesterly side of the previously conveyed five (5) acre tract, which strip shall be ____ feet in width and _____ feet in length, containing approximately ____ acres of land.
- 2) In exchange and in consideration of such conveyance by County to School District, School District agrees to construct an addition to the existing Project Barn, which will be of ____ square feet and shall contain ____ additional pens/areas for students animal projects.
- 3) In addition to the expansion of the Project Barn, School District also agrees to construct a _____ facility which shall be physically separate from the Project Barn and shall be adjacent to the "exercise pen" currently located outside the Project Barn.
- 4) School District agrees to secure a survey of the property to be conveyed by County to School District and to make said survey available to County.
- 5) School District agrees to maintain the current improvements as well as the newly constructed improvements and continue to make them available to the students of the School District who require them for their animal projects to be shown in the annual Youth Fair.
- 6) Except for those items addressed by this Addendum to the original Interlocal Agreement entered into by County and School District, the original Agreement shall remain unchanged and shall continue to be in full force and effect.

SIGNED as of this the _____ day of _____, 2011.

GLEN ROSE INDEPENDENT SCHOOL DISTRICT

By: _____
Wayne Rotan, Superintendent

SOMERVELL COUNTY



By: _____
Mike Ford, County Judge

**AGENDA REQUEST FORM
COMMISSIONER'S COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: 2-14-2011

DEPARTMENT: Auditor

DATE SUBMITTED: 1-31-11

REQUEST: Award bid for Food Products

Bid Tabulation

Award to C.D.Hartnett

March 1, 2011 through February 28, 2012

DRY FOODS										
1	All Salt, Spice	16oz	nb	nb	24/26oz	11.43			16.11/5#	16.11/5#
2	Assorted Cake Icing/Choc & Vanilla	2/11#	nb	nb		55.84/53.43			19.11	38.23
3	Assorted Cake Mixes	6/5#	14.74	62.25		38.49			4.48	26.88
4	Baking Powder	5#	7.98	7.98	6/5#	7.04			15.15/10#	15.15/10#
5	Baking Soda	2#	1.68	14.23	6/5#	3.48			1.1	13.16/12,2#
6	Bisquit Mix	6/5lb carton	3.54	21.24		26.03			2.97	17.8
7	Black Pepper, Ground Black	1b	11.98	11.98		8.89			8.14	8.14
8	Black Pepper, Ground Black	5lb	39.99	39.99		38.79			25.43	25.43
9	Blackeye Peas	dry/20#	15.88	15.88		17.75			16.93	16.93
10	Bread, Sliced Wheat	10/24oz	23.1	23.1	8/24oz	13.63			2.56	25.58
11	Buns, Hamburger	8/12ct	2.41	19.25-8/8ct	4/12ct	8.1			0.25	24.05
12	Buns, Hotdog	8/12ct	2.21	26.5-12/12ct	6/12ct	11.62			0.24	23.42
13	Cayenne Pepper	1/14oz	6.98	6.98		3.72			7.86	7.86
14	Cereal, Apple Jacks	4/31oz	8.86	35.45		15.92			nb	
15	Cereal, Corn Flake	4/26oz	4.99	19.98		12.35			3.23	12.73-4/35oz
16	Cereal, Corn Pop	4/35oz	8.31	33.25		nb			nb	
17	Cereal, Fruit Loops	4/31oz	8.33	33.75		15.87			4.06	16.25-4/35oz
18	Cereal, Honey Nut Cheerios	4/39oz	3.99	15.98		15.47			3.94	15.76-4/35oz
19	Chips, Fritos	8/16oz	1.61	12.89		12.91			1.76	14.11
20	Chips, Potato-Lays	6/16oz	1.61	12.89		12.26			2.82	22.58-8/16oz
21	Chips, Potato-Ruffles	8/16oz	2.12	16.97		16.68			2.25	18
22	Cinnamon	16oz	7.25	7.25		4.6			5.87	5.87
23	Cornbread Mix	6/5#	20.15	3.36 ?		19.78			3.46	20.78
24	Crackers, Saltine	1/6#	18.55/8#	18.55/8#	24 .25 slv	13.42			14.67	14.67
25	Creamer	1000ct	29.77	29.77		18			0.01	13.1
26	Flour	25#	7.5	7.5		6.87			9.47	9.47
27	Garlic Powder	1/22oz	9.27	9.27		9.11			11.88	11.88
28	Gelatin - Lime	12/24oz	21.15	21.15		22.7			nb	

DRY FOODS

29	Gelatin - Orange	12/24oz	1.76	21.15		22.7		3.53	21.17-6/24oz
30	Gelatin - Strawberry	12/24oz	1.76	21.15		22.7		2.04	24.48
31	Gelatin - Orange	12/24oz	n/a	n/a	n/a	n/a		n/a	n/a
32	Gelatin - Strawberry	12/24oz	n/a	n/a	n/a	n/a		n/a	n/a
33	Kidney Beans	dry/20#	nb	nb		13.05		18.35/25#	18.35/25#
34	Lima Beans	dry/20#	17.75	17.75		15.7		23.76	23.76
35	Macaroni N' Cheese	4/26oz	nb	nb	36/7oz	28.74		7.16	28.65-4/6#
36	Nutmeg	16oz	12.98	12.98		13.41		14.97	14.97
37	Oatmeal, Quikoates	12/24oz	2.47	29.65		31.66		1.85	22.15-12/42oz
38	Pancake Mix	6/5lb carton	3.32	19.94		19.47		2.98	17.87
39	Peanut Butter	1/6#	8.23	8.23/5#	6.87/5#			8.22/5#	8.22/5#
40	Pinto Beans	dry/20#	13.99	13.99		9.27		12.37	12.37
41	Powdered Milk	6/5#	12.25	73.5		60.34		14.26	85.55
42	Pudding, Banana	6/112oz	4.26	25.59		27.24		5.08	30.45-6/10#
43	Pudding, Chocolate	6/112oz	4.26	25.59		20.45		4.96	29.73
44	Pudding, Vanilla	6/112oz	4.26	25.59		27.24		4.98	29.86
45	Rice, Instant	12/24oz	2.17	26.1		25.94		31.98	31.98/25#
46	Salt, Iodized	5lb	4.67/25#	4.67/25#		4.11/25#		5.93/25#	5.93/25#
47	Spaghetti Noodles	1/10#	13.5-10/2#	13.5-10/2#	2/10#	16.04		6.27	12.53-2/10#
48	Sugar	4/10#	8.41	33.65		31.87		35.22/50#	35.22/50#
49	Sugar Brown	12/2#	2.01	24.12		24.03		2.32	27.81
50	Sugar Powdered	12/16oz	1.05	25.4/24#		24.01-12/2#		2.29	27.49-12/2#
51	Tortilla, Corn	6/12dz	3.32	19.95-6/120ct		16.4		1.91	22.91-12/60ct
52	Tortilla, Flour	18/20ct	0.92/dz	22.15-24/12ct		21.39		1.98	23.77-12/24ct
53	Vanilla Wafers	6/13.3oz	1.57	9.47		9.98		2.16	12.95

CANNED/BOILED FOODS									
54	Apple Sauce	6/10#	4.66	27.98		27.52		3.72	22.31
55	BBQ Sauce	1/1gal	10.7	10.7	6.3			7.6	7.6
56	Beans, Pinto	6/10#	3.47	20.79		18.72		3.69	22.13
57	Beans, Pork & Beans	6/10#	3.56	21.33		19.83		4.18	25.05
58	Beans, Ranch Style	6/10#	4.86	29.15		25.3		5.11	30.69/20oz
59	Beans, Refried	6/30oz	3.47	20.8		25.83		4.42	26.49
60	Beef Broth	24/10.5oz	nb	nb	12/10.5	13.01		2.61	31.35-12/49oz
61	Black Eyed Peas	6/10#	3.76	22.57		19.89		3.94	23.62
62	Carrots, Sliced	6/10#	3.37	20.23		19.85		3.6	21.61
63	Cheese Sauce, Cheddar	6/96oz	5.46	32.76		32.88		3.88	23.28-6/106oz
64	Cheese Sauce, Enchilada	90/1.63oz	nb	nb		nb		0.32	28.71
65	Chicken Broth	24/10.5oz	nb	nb		13.01-12/10.5		2.57	30.81-12/49oz
66	Chicken N' Dumplings	4/95oz	nb	nb		50.23		4.51	54.16-12/48oz
67	Chili w/beans (no frozen)	6/10#	8.96	53.77		50.72		9.92	59.49
68	Corn, Cream Style	6/10#	4.5	26.97		22.54		5.27	31.61
69	Corn, Whole Kernal	6/10#	4.08	24.45		20.02		4.17	25
70	Cut Green Beans	6/10#	3.87	23.2		18.89		4.4	26.4
71	English Peas	6/10#	4.46	26.75		20.91		4.86	29.17
72	Fruit Cocktail	6/10#	5.58	33.47		28.47		5.17	30.99
73	Ham Canned	6/34oz	nb	nb		nb		2.56	66.56-2/13#
74	Jalapeno, Slices	1/10	5.99	5.99		21.18		5.56	5.56
75	Jalapeno, Whole	1/1gal	nb	nb	6/10#	22.31		5.79	23.14-4/1gl
76	Jelly, Apple Grape	1/10	nb	nb	6.00			10.71	10.71
77	Jelly, Grape	1/10	6.50	6.50	6.54			11.60	11.60
78	Ketchup	6/10	3.39	20.33		19.46		3.06	18.35
79	Mayonnaise	1/1gal	12.27	12.27	5.33			7.68	7.68
80	Mixed Vegetables	6/10#	4.07	24.43		20.02		4.91	29.43
81	Mustard	1/1gal	4.66	4.66	2.74			3.94	3.94
82	Oil, Wesson	1/1gal	15.96	47.88-3/1gl	3/1	34.36		nb	nb
83	Peaches *irregular	6/10#	4.79	28.73		24.23		4.45	26.7
84	Pears *irregular	6/10#	5.82	34.9		27.93		5.65	33.93

CANNED/BOTTLED FOODS										
Item	Description	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	P.P.S.	P.P.S.
85	Picante Sauce	1/138oz	9.29	9.29	7.32				11.21	11.21
86	Pickles, Dill Sliced	1/1gal	4.56	18.23-4/1gl	5.47				17.93	17.93
87	Pickles, Dill Spear	1/1gal	5.85	23.4	6.31				25.05	25.05
88	Pickles, Sweet	1/1gal	11.95	47.8	8.83				nb	nb
89	Pineapple tidbits	6/10#	5.33	31.97		24.41			5.11	30.66
90	Plain Chili	6/10#	9.95	59.67		43.12			12.28	73.69
91	Potatos Pearls	6/3.5#	7.7	46.2		44.99			7.69	46.11
92	Relish, Dill	1/1gal	6.49	6.49	5.03				5.69	5.69
93	Relish, Sweet	1/1gal	5.98	5.98	5.57				6.38	6.38
94	Rotel Tomatos w/ green Chili's	24/10oz	1.67	39.96		27.89			1.26	30.2
95	Salad Dressing, Italian	1/1 gal	9.2	9.2	5.13				8.82	8.82
96	Salad Dressing, Ranch	1/1 gal	12.99	12.99	8.85				10	10
97	Saurerkraut	6/10#	4.33	25.97		24.98			3.69	22.11
98	Shortening, Clear Fry	1/35#	27.13	27.13		27.16			29.74	29.74
99	Soup, Chicken Noodle	24/7.25oz	0.72	17.4		16.36			1.63	39.07
100	Soup, Cream of Mushroom	12/50oz	3.31	39.76		33.41			3.45	41.34
101	Soup,Chicken	24/10.5oz	0.74	17.75	24/7.25	16.63			3.81	45.67-12/50oz
102	Spaghetti Sauce	6/#10	4.38	26.27		23.02			5.01	30.08
103	Spinach	6/10#	3.98	23.88		22.55			3.96	23.75
104	Tomato Sauce	24/1.5oz	0.94	22.7	24/15oz	23.33			1.03	24.8
105	Tomatos Whole	6/10#	2.67	15.99		15.98			2.82	16.87
106	Tuna Canned	24/12oz	2.31	55.4		53.18			7.72	46.34-6/66.5oz
107	Vinegar, White	1/1gal	1.81	7.23-4/1gl	1.68				6.34	6.34-4/1gl

FROZEN FOODS

108	All Meat Frank	80/2oz	0.24	19.94		21.56			0.3	23.67
109	Bacon, Sliced	15#	33.1	33.1		28.64			2.84lb	42.65
110	Beef Stew Meat 80/20	2/5#	23.97	23.97		28.44			22.19	44.37
111	Beef&Been Burritos	72/4oz	0.48	34.55		36.59			0.42	30.32
112	Bologna, Sliced	18/1#	2.18	26.2/12#	12/1#	27.08			5.87	35.24-6/2#
113	Chicken Breast -Patty Round	60/3.34oz	0.43	26.33		21.58			0.78	46.82
114	Chicken Fry Beef Patty	40/4oz CDH 130/3.8 fully cook	0.68	27.45		17.82			0.53	21.35
115	Chicken Nuggets	250/.66oz	0.09	23.6		20.77			0.09	23.3
116	Chicken Pot Pie	24/7oz				nb			nb	nb
117	Corn Dogs	36/2.8oz	0.39	14.1		13.26			0.44	15.99
118	Egg Scramble Mix	6/5lb carton	6.65	39.88		41.36			7.94	47.61
119	Flamebroil Beef Patty	102/2.6oz	0.38	34.76/90ct	144/1.95oz	37.45			0.36	37.02
120	Flamebroil Salisbury Steak	114/3oz	0.5	26.88/53ct	54/3oz	30.95			0.33	37.76
121	French Toast Wedge	5/2#	16.94	16.94		17.91			5.42	27.12
122	Ground Chuck	1/10# CDH 8/10#	2.89/lb	28.9	8/10#	1.64			1.98lb	8/10#
123	Hot Links	1/10#	0.51	20.49		15.53			2.41	24.12
124	Lasagna	4/96oz	14.99	59.97		59.69			15.9	63.63
125	Meat Loaf, Sliced	76/3.20oz	0.49	37.9		32.96			0.48	36.21
126	Polish Sausage	50/3.2oz	0.47	23.77		24.36			0.51	25.52
127	Roasted Chicken Breast	50/3.25oz			60/3oz	55.31			nb	nb
128	Sausage Patty	96/2oz	0.24	19.9/80ct		21.59			0.31	29.62
129	Sausage Patty Fresh	96/2oz				nb			nb	nb
130	Sea Star AK Pollack	1/12#				31.51			nb	nb
131	Smoked Ham	2/2-14#cw	2.29/lb	2.29/lb		2.53			3.01#	3.01-2/16#
132	Tater Tots	6/5#	23.04	23.04		15.08			4	24.01
133	Turkey Hen	4/cw	1.07/lb	1.07/lb		1.23			1.18lb	1.18

Bid # REFRIGERATED PRODUCTS		QTY	SYSC	SYSC	BEK	BEK	CDH	CDH	PFS	PFS
134	Cheese, American Sliced	4/5#	11.54	46.14		37.2			10.54	42.14
135	Cheese, Shredded Cheddar Cheese	1/5#	11.9	11.9	10.14				10.73	10.73
136	Cole Slaw, Fresh	9.25#	8.3	16.59-2/7#	3.63	5#			1.34lb	9.4/7#
137	Cool Whip	24/8oz	2.51	30.12-12/1#	12/16oz	28.83			nb	nb
138	Eggs	1/15dz	1.51	22.78		16.54				Market
139	Juice, Apple cup	96/4oz	0.15	15.1		14.35			0.19	18.46
140	Juice, Orange cup	96/4oz	0.19	18.25		17.82			0.24	22.9
141	Lunchmeat (Variety)	1/12#	2.20/lb	26.4	12/1#	27.08			3.06lb	36.71
142	Margarine	30/1#	0.69	20.81		19.37			0.77	23.14
143	Milk, 2%	4/1 gal	4.02	16.1		16.01			5.35	21.41
144	Sausage Patty 3.25"	128/1.25	0.31	29.84/96ct		43.71				
145	Sausage	1#	4.9	29.4-6/2#	10#	18.66			2.67	32.02/12/1#

Bid # FRESH FRUIT & VEGETABLES		QTY	SYSC	SYSC	BEK	BEK	CDH	CDH	PFS	PFS
146	Apples	5#		9.4	2.51	3#				Market
147	Bananas	5#	10#	7.94	10#	10.22				Market
148	Cabbage	1/10#		7.79		10.45				Market
149	Carrots, Jumbo Sack	1/10#	6/1#	8.97		10.22				Market
150	Celery	6 ct		8.56		11.17				Market
151	Lettuce	4/6ct		17.29	1/6ct	8.72				Market
152	Onions, Purple	10#		7.2	4.19					Market
153	Onions, White	10#			25#	12.18				Market
154	Onions, Yellow	10#		8.93	3.97					Market
155	Oranges	5#		9.7	3.82					Market
156	Potatos Bulk	50#		16.45		13.74				Market
157	Squash	10#		12.9		13.85				Market
158	Tomatos, Bulk	9#		25.88		12.85				Market

FROZEN VEGETABLES			QTY	PRICE	UNIT	PRICE	QTY	PRICE	UNIT	PRICE	UNIT
159	Asparagus	6/2.5#	6.14	36.89		26.37				3.52	21.1
160	Broccoli	1/20#	1/30#	28.03		15.44				1.04	20.82
161	Broccoli & Cauliflower	1/20#	12/2#	25.1		18.36				1.29	25.75
162	Carrots	1/20#	30#	23.67		14.21				0.99	19.8
163	Cauliflower	1/20#	12/2#	25.88		19.59				1.21	29.07/24#
164	Corn Cob	96 ct	0.18	17.23		18.32				0.23	22.46
165	Corn Roasted w/Peppers	12/2#	4.96	29.84	6/2.5#	26.99				nb	
166	Greens	12/3#	2.59	31.15		25.81				0.77	27.63
167	Oriental Mix:	1/20#	6.03	36.19-6/4#		22.04				1.25	30.11/24#
168	Peas Green	1/20#	1/30#	23.88		15.25				1.02	20.49
169	Spinach	12/3#	2.48	29.77		27.06				0.79	28.56
170	Squash	12/2#	3.01	36.2-12/3#		19.61				1.1	26.5
171	Zucchini	12/2#	3.07	36.88-12/3#		19.61				1.56	37.41

Individual Packages - Misc.			QTY	PRICE	UNIT	PRICE	QTY	PRICE	UNIT	PRICE	UNIT
172	Drink Mix, Fruit Punch	12/24oz	1.68	20.12		21.72				1.47	17.69
173	Drink Mix, Grape	12/24oz	1.68	20.12		21.72				nb	nb
174	Drink Mix, Orange	12/24oz	1.68	20.12		21.72				1.47	17.69
175	Drink Mix, Pink Lemonade	12/24oz	1.68	20.12		21.72				3.47	41.66
176	Gatorade Mix - Lemon Lime	32/21oz			12/18.4oz	49.74				nb	nb
177	Gatorade Mix - Orange	32/21oz			14/51oz	73.98				nb	nb
178	Jam/Jelly Packages	200/.05oz	0.4	16.33-400/10		10.5				0.06	12
179	Kool Aid-Assorted	15/2gal				42.41/43.92				nb	nb
180	Pepper packages	3/1000ct	3.57	21.42-6/1000		12.77				0.002	8.26
181	Raisins	1/30#		45.69		43.05				0.56	16.87
182	Salt packages	3/1000ct	2.01	12.1-6/1000		6.94				0.001	4.69
183	Sweet-n-Low	2000ct		15.99		18.04				0.009	19.98
184	Syrup Pouches	100/1.5oz	0.12	24.84-200/1.5		8.74				0.13	13
185	Tea, Bags	96/1oz	0.25	24.9		19.27				0.16	15.3

PAPER PRODUCTS & BAGGIES			SYD	BR	PL	CD	CD	PL	PL	
186	Clear food wrap 18"X2000'	1 ROLL		17.98		16.45			14.08	14.08
187	Foil 12X1000'	1 ROLL		33.87		34.46			21.5	21.5
188	Paper Plates -PREMIER-	12/100 CT				24.61	0.11	22.51	2.15	21.48
189	Ziplock Bags - QUART SIZE REYNOLDS	1/500 CT	0.08	43.94		28.42	0.23	28.19	23.73	23.73
190	Ziplock Bags -GALLON SIZE REYNOLDS	1/250 CT	0.15	38.71		23.69	0.29	23.40	23.73	23.73

AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judges Office

DATE SUBMITTED: 2/10/11

REQUEST: D/TA on purchase of Omnicell Medication
Distribution module from sole source provider



Master Agreement ID 24917PRE-501/901
 Pricing Supplement ID 5012163
 Quote: 5012163 Three Cell

Quote Summary By Product

Start Date 10/19/10
 Expiration Date 01/31/11
 Price List Premier<250k

Ship To ID 24917
 Glen Rose Medical Center
 1021 Holden Street / GLEN ROSE TX 76043-2099

Bill To ID 24917
 Glen Rose Medical Center
 1021 Holden Street / GLEN ROSE TX 76043-2099

Service Term / Level 12 Months/Gold

Product	Description	Qty	Contract Price	Unit Price	Subtotal	Discount
MSA-SCN-002	SAFETYSTOCK OMNI W/GOOSENECK (1,2,3-CELL	2	\$1,403.60	\$1,247.38	\$2,494.76	\$0.00
OCFLTCK	FLEXLOCK WITH TEMP CHECK (12 FT CABLE)	1	\$3,432.00	\$3,050.02	\$3,050.02	\$15.00
OERB1	EXTERNAL RETURN BIN	2	\$2,640.00	\$2,346.17	\$4,692.34	\$0.00
OLL12	12-Bin Locking Drawer	5	\$3,520.00	\$3,128.23	\$15,641.12	\$0.00
OLL24	24-Bin Locking Drawer	1	\$3,520.00	\$3,128.22	\$3,128.22	\$0.00
OMD48	96-Bin Matrix Drawer	6	\$1,386.00	\$1,231.74	\$7,390.44	\$0.00
OS3DRXU	THREE DRAWER PHARMACY MODULE	1	\$6,160.00	\$5,322.64	\$5,322.64	\$0.00
OSCT104RX	OMNIRX ONE-CELL	1	\$18,040.00	\$16,032.15	\$16,032.15	\$83.00
OSCT224RX	OMNIRX TWO-CELL	1	\$19,800.00	\$17,596.26	\$17,596.26	\$90.00
OSRXU	NINE DRAWER PHARMACY MODULE	1	\$4,950.00	\$4,399.06	\$4,399.06	\$0.00
SSTOCK20	20 FOOT CABLE FOR SAFETYSTOCK/ITEM SCAN	1	\$150.00	\$150.00	\$150.00	\$0.00
			Total Product			
			Total Service			
			Total Shipping & Handling			
			Total			
			Total Discounts			

**AGENDA REQUEST FORM
COMMISSIONER'S COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: 2-14-2011

DEPARTMENT: Auditor

DATE SUBMITTED: 2-8-11

REQUEST: Approve advertising for sealed bids for:

- 1. Bank Depository**
- 2. Golf Carts**
- 3. Janitorial**
- 4. Inmate Phone**

INVITATION TO BID

BY ORDER of the Commissioner's Court of Somervell County, Texas, sealed bids will be received for:

GOLF CARTS - Squaw Valley Golf Course

TO PROVIDE for a contract for the lease/purchase of 120 Golf Carts.

A copy of the bid specifications and plans may be obtained at the Somervell County Auditor's Office, Somervell County Annex, 206 W Elm Street, Glen Rose, Texas 76043.

BID DUE DATE: Friday, March 11, 2011 before 5:00 PM. Bids received after the specified time will be rejected and returned to the bidder unopened. There shall be no exceptions to the deadline.

BID OPENING: Monday, March 14, 2011 at 9:30 AM in the Somervell County Annex Courtroom located across the street from the County Courthouse.

Sealed bids are to be mailed or delivered to Kim Daniels, Asst. County Auditor, 206 W Elm Street, P O Box 804, Glen Rose, Texas 76043.

All invoices shall be paid at the regular meetings of the Somervell County Commissioner's Court.

Minimum Equipment Conditions:

1. Make, Model, Year – 2011 or newer, Electric, 48 volt
120 carts to be delivered on or before April 29th. **(Current lease expires April 30, 2011)**
2. Four Wheel Design
3. Directional Control – Safety Key Switch for on/off, Forward/Reverse handle or switch
4. Speed – up to 20 mph forward, one-half or less speed in reverse
5. Brakes – Mechanical braking system that allows for full stop of cart with hill/automatic brake
6. Battery Charger – Fully automatic, 48 volt, 15 amp, CSA Approved **(I don't know what CSA is and not all list that designation)**
7. Seat Capacity – Two Adults
8. Body/Chasis – Welded aluminum or tubular steel frame
Golf carts to include canopy
9. Color – Green with beige interior and canopy
10. Dimension (Ranges) – Width 46"-49", Length 90"-95", Wheel base 63"-67", Front Axle 33'-36", Rear Axle 37"-40"
11. Miscellaneous Equipment – Beverage holders, dual dash compartments, score card and pencil holders, non-slip floor and pedal pads, front/rear/side protective bumpers, sweater basket behind seat, bagwell for 2 golf bags with heavy duty straps and buckles, 2 sand bottles for each cart with holders on each driver's and passenger's side, information holder, 2 numbers for each cart consecutively numbered 1-120, hubcaps/wheel covers, personalized SQUAW VALLEY GOLF COURSE decals mounted on front of cart
12. Casual tow system
13. Battery Fill system
14. Twenty extra warning/information decal sets.
15. At least 2 sets diagnostic tools (PDA, Reader, Cords, etc)**(This can be adjusted to 1 if cost prohibitive however I would like to have access myself because I do a lot of cart monitoring and repair)**

Replacement cost of Branded charger = \$_____

Do your chargers have a charger cord break-away protection system?

List local company that will be responsible for cart servicing. _____

Warranty:

Four year warranty bumper to bumper including Four year battery warranty with no rounds limitations
Warranty shall include parts and labor and service calls due to defective parts and workmanship. Travel time, mileage and shipping of parts to be included in warranty.

Exceptions to warranty must be listed: _____

List any discount (if any) from suggested retail for parts purchased by the County for Damage, Neglect, Abuse, or Act of God: _____%

To be included with Bid:

One user list of golf courses in Texas

Four manufacturer's brochures including cart specifications (**Judge, Jeff, Wade, Duff**)

To be included with Awarded Bid:

One additional set of keys for each cart, 2 total

Three sets of operating and service manuals

Two preventative maintenance schedules

Two parts and price lists

One set of blueprints? (**I don't know what these are for or if we have ever received them**)

One set of technical manuals

All diagnostic equipment

INVITATION TO BID

BY ORDER of the Commissioner's Court of Somervell County, Texas, sealed bids will be received for:

Janitorial Supplies

A copy of the bid specifications may be obtained at the Somervell County Auditor's Office, Somervell County Annex, 206 W Elm Street, Glen Rose, Texas 76043. Contact Kim Daniels at 254-897-7919 or kim_daniels@glenrose.org.

BID DUE DATE: Friday, March 11, 2011 before 5:00 PM. Bids received after the specified time will be rejected and returned to the bidder unopened. There shall be no exceptions to the deadline.

BID OPENING: Monday, March 14, 2011 at 9:30 AM in the Somervell County Annex Courtroom located across the street from the County Courthouse.

Sealed bids are to be mailed or delivered to Kim Daniels, Asst. County Auditor, 206 W Elm Street, P O Box 804, Glen Rose, Texas 76043.

All invoices shall be paid at the regular meetings of the Somervell County Commissioner's Court.

INVITATION TO BID

BY ORDER of the Commissioner's Court of Somervell County, Texas, sealed bids will be received for:

INMATE PHONE SYSTEM

TO PROVIDE a contract for an Inmate Phone System at the Law Enforcement Center.

A copy of the bid specifications and plans may be obtained at the Somervell County Auditor's Office, Somervell County Annex, 206 W Elm Street, Glen Rose, Texas 76043.

BID DUE DATE: Friday, March 11, 2011 before 5:00 PM. Bids received after the specified time will be rejected and returned to the bidder unopened. There shall be no exceptions to the deadline.

BID OPENING: Monday, March 14, 2011 at 9:30 AM in the Somervell County Annex Courtroom located across the street from the County Courthouse.

Sealed bids are to be mailed or delivered to Kim Daniels, Asst. County Auditor, 206 W Elm Street, P O Box 804, Glen Rose, Texas 76043.

All invoices shall be paid at the regular meetings of the Somervell County Commissioner's Court.

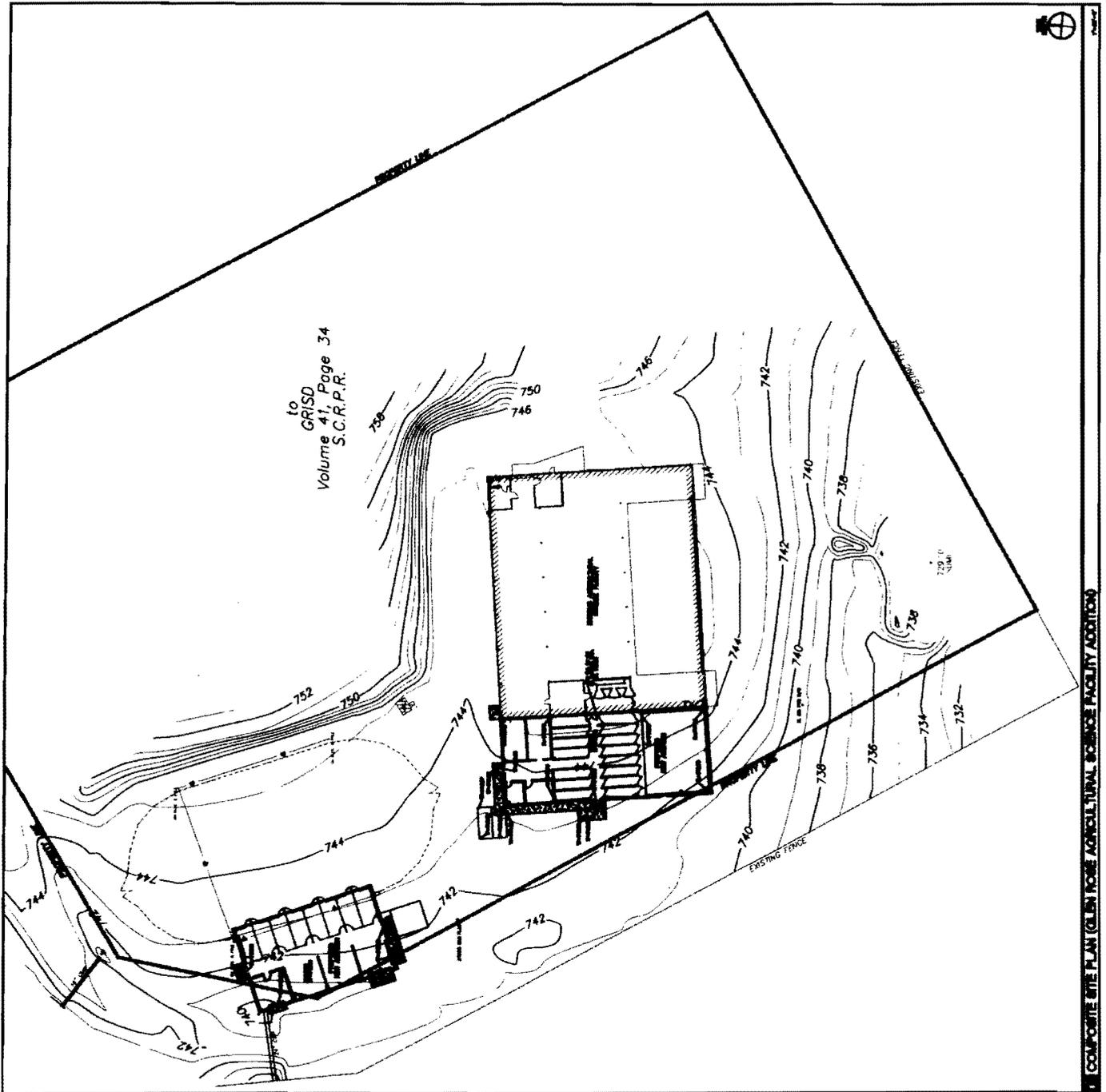
AGENDA REQUEST FORMS
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

FOR AGENDA OF: 2/14/11

DEPARTMENT: Judge

DATE SUBMITTED: 2/7/11

REQUEST: D/TA on deeding a portion of county property
to Glen Rose ISD in order to build ag barn additions



COMPOSITE SITE PLAN (QUIN TONNE AGRICULTURAL SCIENCE FACILITY ADDITION)

**AGENDA REQUEST FORM
COMMISSIONER'S COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: 2-14-2011

DEPARTMENT: Auditor

DATE SUBMITTED: 1-31-11

REQUEST:

- 1. Open/Discuss/Take Action on Sealed Bids for Library Books**
- 2. Open/Discuss/Take Action on (4)RFP's for Hospital Equipment**

Request For Line Item Transfers

Date: 1/18/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Public Events

Amount of Money To Be Moved: \$ 3300

From (title and # of line item): Public
Events Group Medical
440-202

To (title and # of line item): Public
EVENTS Unemployment
Expense 440-412

Give Explanation For Transfer Funds: Cover Thompson / Coulston

for Mike Dooley em
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

Request For Line Item Transfers

Date: 1/19/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Sheriff Office

Amount of Money To Be Moved: \$ 2000

From (title and # of line item): S/O

Group Medical
428-202

To (title and # of line item): S/O

Unemployment Expense
428-412

Give Explanation For Transfer Funds: _____

Cover
(Fernandez) unemployment claim

for S/O on
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

Request For Line Item Transfers

Date: 1/24/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Personnel

Amount of Money To Be Moved: \$ 250

From (title and # of line item): Personnel
Group Medical
424-202

To (title and # of line item): Personnel
Unemployment Expense
424-412

Give Explanation For Transfer Funds: Cover
Schneider unemployment

for Paula Ann,
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____.

Request For Line Item Transfers

Date: 1/26/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Genealogy

Amount of Money To Be Moved: \$ 225

From (title and # of line item): Genealogy
Computer Supplies
446-312

To (title and # of line item): ~~Comput~~
Genealogy Eq Furniture
446-570

Give Explanation For Transfer Funds: _____

purchase
printer

DM Rhonda Duffie
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

REQUEST FOR LINE ITEM TRANSFERS

DATE: 1-27-11

TO: SOMERVELL COUNTY COMMISSIONERS

This is a request to transfer funds from one line item to another within the department listed below.

DEPARTMENT: Landscape

AMOUNT OF MONEY TO BE MOVED: 14,200.⁰⁰

FROM (title and # of line item) _____

010-450-570 Capital Equip & Furniture

TO (title and # of line item) _____

010-443-570 Landscape Equip & Furn.

GIVE EXPLANATION for transfer funds _____

Zero Turn Mower.

gm
Signature of Department Head

Note: This request must be submitted to the commissioners office for by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

HGACBuy	KUBOTA TRACTOR CORPORATION NATIONAL ACCOUNT PRODUCT QUOTATION	GR01-10
Contract Pricing Worksheet	PHONE: 310-370-3370 EXT. 1813 FAX: 310-370-3846 EMAIL: CBENNETT@KUBOTA.COM	Quote # HGAC11-11

Purchasing Party: <u>Somervell County, TX</u>	REMIT TO: <u>Kubota Tractor Corporation</u>	ADDRESS: <u>3401 DEL AMO BLVD</u>
Contact: _____	Issue PO's TO	CITY: <u>TORRANCE</u> STATE: <u>CA 90503</u>
Phone #: _____	Kubota Tractor Corp.	DLR # <u>79995</u> PHONE <u>817.645.9106</u>
Fax #: _____	3401 Del Amo Blvd	Tim McQueary
Email: _____	Torrance, CA. 90503	

ORDERING INFORMATION	FOR KUBOTA USE ONLY
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QTY.	Product Code	MODEL CODE	Assembly Fees Apply	UNIT LIST PRICE	NATIONAL ACCT. DISCOUNT PRICE	TOTAL LIST PRICE	TOTAL NATIONAL ACCOUNT PRICE
1	Z	ZD326P-60	Zero-Turn Mower - 26hp Diesel	\$ 14,240.00	\$ 11,392.00	\$ 14,240.00	\$ 11,392.00
2		AZR8638	Front 15 x 6.0 - 6 Flat Free Tires	In Base Price	In Base Price	In Base Price	In Base Price
2		AZR8632	Rear 26 x 12.0 - 12 Turf Tires	In Base Price	In Base Price	In Base Price	In Base Price
1		RCK60P-331Z	60" PRO Commercial Mower Deck	In Base Price	In Base Price	In Base Price	In Base Price
1		GCK60-331ZA	Grass Catcher	\$ 1,097.00	\$ 877.60	\$ 1,097.00	\$ 877.60
1		ZD3161	60" Blower Unit	\$ 1,395.00	\$ 1,116.00	\$ 1,395.00	\$ 1,116.00
				\$ 16,732.00	\$13,385.60	\$ 16,732.00	\$ 13,385.60
1		Standard Kubota inbound freight charges		\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
1		Kubota Assembly Fee		\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
				\$ 775.00	\$ 775.00	\$ 775.00	\$ 775.00
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)				For this transaction the percentage is:			
TOTAL = (A+B+C)				\$ 17,507.00	\$ 14,160.60	\$ 17,507.00	\$ 14,160.60

AUTHORIZED SIGNATURE: <u>X</u>	DATE _____
HGAC order processing charge of 1.5% on Section B items is the responsibility of the delivering dealer. Kubota will reimburse HGAC for the entire order processing charge and deduct the amount applicable to Section B from internal Kubota bid discount	
\$ -	
All orders are subject to the terms and conditions as outlined in the National Purchase Agreement.	
Payment Terms = Net 45 Days	
FOR KTC INTERNAL USE-	Quote #: HGAC11-11
Quote Date: January 25, 2011	Verified By: kh

Request For Line Item Transfers

Date: 1/31/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Expo / Non Dept Youth Fair

Amount of Money To Be Moved: \$ 1400

From (title and # of line item): Public EVENTS Procurement Expense 440-433

To (title and # of line item): Non Dept Youth Fair Expenses 409-324

Give Explanation For Transfer Funds: cover added day / rate increases

Signature of Department Head: em for Mike Dooley

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

geir01

GENERAL LEDGER LINE ITEM MAINTENANCE

Account Number 2010 010 409 324 Division Classification 01
 Account Name NON DEPT YOUTH FAIR EXPENSE Offset 010 103 000
 Budget 5,450.00 Original Budget 6,200.00
 Encumbrances Bank Account
 Beginning Balance Function

	PERIOD TOTAL	PCT	CUMULATIVE	PCT	REMAINING	PCT
PER 1		.00		.00	5,450.00	100.00
PER 2		.00		.00	5,450.00	100.00
PER 3		.00		.00	5,450.00	100.00
PER 4	5,341.80	98.01	5,341.80	98.01	108.20	1.98
PER 5		.00	5,341.80	98.01	108.20	1.98
PER 6		.00	5,341.80	98.01	108.20	1.98
PER 7		.00	5,341.80	98.01	108.20	1.98
PER 8		.00	5,341.80	98.01	108.20	1.98
PER 9		.00	5,341.80	98.01	108.20	1.98
PER 10		.00	5,341.80	98.01	108.20	1.98
PER 11		.00	5,341.80	98.01	108.20	1.98
PER 12		.00	5,341.80	98.01	108.20	1.98
PER 13		.00	5,341.80	98.01	108.20	1.98

Enter - Line Item Trans PgDown - Next GL# F3 - View Transfers
 F4 - View Encumbrances PgUp - Prev GL# F11 - Save F12 - Previous
 F13 - Save/Next F14 - Delete F16 - Locate F24 - Exit

ge1r01

GENERAL LEDGER LINE ITEM MAINTENANCE

Account Number	2011, 010, 409, 324	Division	.....	Classification	01
Account Name	NON DEPT YOUTH FAIR EXPENSE			Offset	010, 103, 000
Budget	6,200.00	Original Budget	6,200.00		
Encumbrances	.....			Bank Account	.....
Beginning Balance	.....			Function	.....

	PERIOD TOTAL	PCT	CUMULATIVE	PCT	REMAINING	PCT
PER 100		.00	6,200.00	100.00
PER 200		.00	6,200.00	100.00
PER 300		.00	6,200.00	100.00
PER 4	7,564.50	122.00	7,564.50	122.00	1,364.50-	22.00-
PER 500	7,564.50	122.00	1,364.50-	22.00-
PER 600	7,564.50	122.00	1,364.50-	22.00-
PER 700	7,564.50	122.00	1,364.50-	22.00-
PER 800	7,564.50	122.00	1,364.50-	22.00-
PER 900	7,564.50	122.00	1,364.50-	22.00-
PER 1000	7,564.50	122.00	1,364.50-	22.00-
PER 1100	7,564.50	122.00	1,364.50-	22.00-
PER 1200	7,564.50	122.00	1,364.50-	22.00-
PER 1300	7,564.50	122.00	1,364.50-	22.00-

Enter - Line Item Trans	PgDown - Next GL#	F3 - View Transfers
F4 - View Encumbrances	PgUp - Prev GL#	F11 - Save
F13 - Save/Next	F14 - Delete	F16 - Locate
		F12 - Previous
		F24 - Exit

extra day
 @ 750 per day
 + Rate increases
 + more stalls
rented

Request For Line Item Transfers

Date: 2/8/11

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Econ Dev

Amount of Money To Be Moved: \$ 250

From (title and # of line item): Econ Travel
Development Promotion
403-426

To (title and # of line item): Econ Dev
Advertising 403-430

Give Explanation For Transfer Funds: COVER

ad approved

Oct 2010

by Susanne Reynolds

for Econ Dev
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____

Request For Line Item Transfers

Date: 2/8/11

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: JP Court

Amount of Money To Be Moved: \$ 25

From (title and # of line item): JP Group
Medical 413-202

To (title and # of line item): JP Premium
Pay 413-140

Give Explanation For Transfer Funds: Cover
cit 017

for JPS on
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____