HOUSTON RECOVERY CENTER LGC

MEETING OF BOARD OF DIRECTORS MENUTES

April 4, 2013

The undersigned, being the duly appointed Acting Secretary of Houston Recovery Center LGC (the "Corporation"), hereby certifies that the following are true and correct Minutes of the April 4, 2013 paceting of the Board of Directors (the "Board") of the Corporation.

- A. In a manner permitted by the Corporation's Bylaws, the maeting was called by providing all Directors with notice of the date, time, place, and ourposes of the meeting more than three days before the pate of the meeting.
- s. In accordance with Chapter 551, Texas Government Code, which Chapter is made applicable to the Corporation by Section 431.004, Texas Transportation Code, a natice of the meeting was auly filed on April 1, 2013, in the same manner and location as required by law of the City of Houston, Texas (the "City").
- c. The meeting was called to order by Koy Austin Chairman of the Board, at approximately 1:05pm on Phorsdoy, April 4, 2013, 1:50 N. Chenevert, Houston, Texas 77002. Ms. Austin appointed Carolyn Lacye as Acting Secretary for the meeting. Ms. Austin called the rall. The following Directors were present:

Kay Austin; Arlo Weltge, MD; Elizabeth, T. Nunnally; Andy laken (ex-officia); . David Persse (ex-officia).

Ms. Austin announced that a quorum of the Directors was present.

Ms. Ursula Williams was also avesent.

Mr. Stephen L. Witliams (ex-official arrived at approximately 3:10pm)

The following Directors were obsent:

Debarah Duncan; David S. Buck, MD; Tlmothy N. Gettmeier (ex-officia).

D. As. Austin noted that a draft of the Minutes of the Corporation's meeting of the March 21, 2013 had been distributed to the Board. A motion was made by Dr. Weltge and seconded by As. Number to approve the Minutes. The motion passed unanimously.

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- 8. Ms. Austin recognized Ms. Williams for a discussion regarding the portial fease assignment and assumption of lease agreement. Ms. Williams explained the torus of the partial fease assignment. She noted it was the same document that was presented at the March 7, 2013 meeting. A motion was made by Dr. Welsge and seconded by Ms. Numoily to approve the partial lease assignment. The motion posted unanimously.
- At Ms. Austin's request Ms. Plach presented the March 31, 2013 financial report. The report was distributed. (Exhibit A). Ms. Plach presented the report and answered questions. No action was taken.
- 6. At Ms. Austin's request, Mr. Kincaid reported on operations at the Sobering Center. Mr. Kincaid reported that 90% of the staff is hired and they are working four days a week. Health insurance and worker's compensation insurance has been procured. Quotes for general liability and professional liability are pending. Staff will begin working full time and the Sobering Center will accept clients once the appropriate insurance is in place.
- Fig. Ms. Austin recognized Mr. David Feldman, City Attorney for the City of Houston for discussion of the interim defense agreement (MOU). The MOU was distributed. (Exhibit 8). The MOU authorizes the City Legal Department to provide legal services to the LGC outling the period between the date of execution of the MOU and the acquisition of the appropriate insurance coverage. After a discussion, Mr. Feldman and the Board agreed to strike the language in Irom (3). A motion by Dr. Weltge, seconded by Ms. Nunnally to approve the amended MOU passed unanimously. The agreement was signed by Mr. Seldman and Ms. Austin. (Exhibit C).
- I. Ms. Auslin recognized Mr. Kincold for a discussion of the FY2013 and FY2014 budget. The January, 2013 through June 30, 2013 proposed budget normative was distributed. (Exhibit D). A motion by Dr. Weltge, seconded by Ms. Nunnally to approve the proposed budget passed unanimously. The next step is to obtain City Council approval. Mr. Icken in consultation with the City Finance Dept. will ensure the budget is posted on a future meeting of the Houston City Council. The FY2014 proposed budget was deferred to the next meeting.
- Discussion of the screening procedures and guidelines was deferred to the next board meeting.

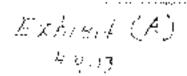
There being no further business, the meeting ADIODRNED at approximately 2:20p.m.

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Carolyn Toloye / Acong Secretary



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illousten Recovery Center, LGC Balance Sheet As o: March 31, 2013

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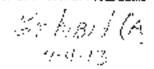
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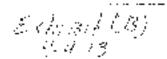
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Dates - Acro 1, 2013

TO: Zay Austra, Chair, Pound of Observors, Hod stan Recovery Ceritor NGC

FROM: David Relations City Alterney

NATION: Memoriadam of Coderstassing (MOD):

WHIRRONS, on Mgy. 16, 2017 the City of Reporter City Chemia possed a resolution authorizing the counter of House's Recovery Center, a Local Government Consoration (LCC), to act on the City's holialf in connection with the management and operation of the Houston Center for Sobricty (Cintor).

WHEREAS, the City of Heriston will provide the Center as all alternative to fall for inchrings as inchrerent, or of this physoletical over-crowns the City yaas and diverge law outbreeded a real health and safety manufacts from more serious or life threatening criters and crammais.

WHER JAN, Contensed improve the publicly fleath and safety and quality of his through to offers to reduce albehave albeit forms from the exercise safety are several server agencies.

WiffERGAS. Center will be operated as a poblicoprisate partnership and the Houston Posice Department, Constant Health and Borrac Services and Houston have Department who will provide city subsect at the size.

WhiteREAS, the 1030 has acquired same but not sall of the Balleliny resultance dramed by the 1000 Board to be approximate and recessary, for its operations,

ACW TREREFORE, has memoraretum memorializes an agreement between the Legal Department and UGC regarding legal services to be provided by the Legal Department to LGC during the genuing forever the dute of execution of his MOC and the association of the expression of the appropriate imposmos coverage.

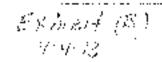
At LGCPs adopted, the Legal Devastrant will provide legal advice, legal services and assistance by LGC, its off-cars, uncovery and complayers permissing to

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 - 49 LGC.

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- b) as officers and Greators and
- e) employees if coding within the course and arego of their employment, related to faintify affaged in have seen measted during the "Fish period" but before December 31, 2013.
- Shanifers probable and eliment is the period consulationing on the date of execution of this MOD, and the date that an insurance polary covering the type of a forming question is a spaired and hearings effective;
- P) In the even defense of a plate regime CGC respitors expensive antifour it waituniths Legal Department, Logal Department shall be excused from defending ruch examinable Regal Department be excessed from defending a grains under this provisions, Logic Department is shall.





have no obligation to defend or Facine the defense of the claim through the of ontside (boose), however, larget Oogsegment's obligation between or to detend other claims, if any shall evalued, and



4: Any other legal services and assignments as may be endually acceptable to EGC and the Legal Department.

Neither City nor Legis Department has gledged or agreed to indensify £.GC, its officers, directors or enquinces for my loss of damages for which LCC may be respondible, except to the extent provided for in Ordinance 10(2)(3) (as optical Orthograf). 20(2) designating the Officers and Directors is newered persons' pursuant or £.502 of the Circle of Ordinances. The partner to this MCC quadricity agree and caderstand that the assistance provided by Legal Department under this agreement is broated to legal advice, legal survivers and assistance.

The parties to this MGU agree that reasonable and necessary expenses associated with Legal Deperturents defense in SGC, its differes, directors of employees shall be though part by GGC (Allowing receipt of forcurrentation triated to same and that such extenses may be tall but not be limited to expert fees, over of deposition or trial processings and court tests. Legal Department shall not look to LGC for combusement of its anisonable fees.

The printes to this MOU understand that for a particular assignment or claim, if the Legal Department determines there is the noteroul for a conflict of internst, then the Legal Department will notify the LGC of each conflict and the LGC will charin separate coursel as may be required. The parties further agree that the LGC will charin separate coursel as may be required. The parties further agree that the LGC is limited to agong good falls effects and reasonable if igence to accomplish the requested services. In accordance with applicable chical and professional standards. Both LGC and the Legal Department agree to refrain from knowingly and incontinuous taxing any action adverse to the rights and internats of the other party.



The parties may extend the term for providing legal services by agreement.

Read and Agreed:

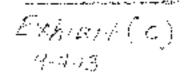
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David Feldman, City Attorney 1 my of Horison 90: Bagby, Foarth Floor Houston, Texas 72002

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Kay Awkin, Chair Board of Directors Houston Recovery Conter, 1390, 130 N Chanevert Houston, Texas, 77002





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WHEREAS, or May, 1d, 2012 the City of Poisson City Countil passed a resolution authorizing the creation of Rendston Recovery Center, a local Government (Amparation (EGC)) to our on the City's right, figurescends with the management and operation of the Houseon Center for Solvinety (Center).

WHEREAS, the City of Houseau wall provide the Characters an arternative to just for institutes as unconsistent of this population over-provide the City jude and divers low enforcement and benith and sufcay resources from notice strikes as The threatening contestant divinities.

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- 2: The "Cop period" is Adfined as the general common using on the date of expension of this MCU and the date that an insurance soincy covering the type of clause in quantum is acquired and hazomers of factive;

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The parties may extend the term the providing logal set atom by agreement.

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Budget Narrative January 1, 2013 through June 50, 2013

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