



97 AUG -6 AM 9 29

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS**

# 74

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, August 11, 1997 at 10 00 a.m. in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit.

**SEE ATTACHED AGENDA**

Dated Wednesday, August 6, 1997

Commissioners' Court of Polk County, Texas

By *John P. Thompson*  
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Wednesday, August 6, 1997, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, August 6, 1997

Barbara Middleton, County Clerk

By *Barbara Middleton*



**COMMISSIONERS COURT**

**AGENDA**

**for: MONDAY - AUGUST 11, 1997 - 10:00 A.M.**

**CALL TO ORDER**

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, July 28, 1997

**NEW BUSINESS**

- 4 CONSIDER SHERIFF'S DEPARTMENT REQUEST FOR RENEWAL OF CONTRACT WITH LAWRENCE AUTO TITLE FOR ABANDONED VEHICLE AUCTION SERVICES
- 5 CONSIDER AUTHORIZATION FOR VETERANS SERVICE OFFICER'S ATTENDANCE AT STATEWIDE CONFERENCE (Sept. 30 - Oct. 3, Dallas)
- 6 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #97-09 "PURCHASE OF TRACTOR & BOOM MOWER w/ ATTACHMENTS AND BID #97-10 "SALE OR TRADE OF USED TRACTOR & BOOM MOWER"
- 7 CONSIDER AGING SERVICES REQUEST FOR APPROVAL OF "INTENT TO CONTRACT" FOR FY1998 - DETCOG AREA AGENCY ON AGING
- 8 APPROVE LESSEE'S REQUEST TO EXERCISE LEASE RENEWAL OPTION FOR LIVINGSTON EYE CLINIC(Effective 9/1/97 - 3/31/2000)
- 9 CONSIDER APPROVAL TO RENEW COURT COST AGREEMENT BETWEEN POLK COUNTY AND ATTORNEY GENERAL'S OFFICE (Title IV-D, Child Support Enforcement)
- 10 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, (Pct #1) Cause #95-009, Siesta Country #1, Tract 8, (Pct #4) Cause #92-077, Indian Spring Lake Estates #9, Lots 263, 264, 275 & 276
- 11 CONSIDER APPROVAL OF FY1997 BUDGET AMENDMENT #15, AS REQUESTED BY COUNTY AUDITOR

**CONSENT AGENDA ITEMS**

- 12 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 13 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

**EXECUTIVE SESSION**

As authorized by the Texas Open Meetings Act, as amended, Government Code, Chapter 551, Subchapter D, Section 551 074(a)(1)

- *Deliberations pertaining to authorized Personnel matters*

**RECESS**

**RECONVENE** - 1 00 p m

- BUDGET WORKSHOP

**ADJOURN**

Next regularly scheduled meeting - August 25, 1997, 10 00 a m

FILED AND RECORDED  
OFFICIAL PUBLIC RECORD  
POLK COUNTY, TEXAS

97 AUG -8 PM 1.26

*Barbara Middleton*

## ADDENDUM TO

BARBARA MIDDLETON  
COUNTY CLERK POLK CO

## NOTICE OF MEETING # 74

## COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR AUGUST 11, 1997 AT 10:00 AM

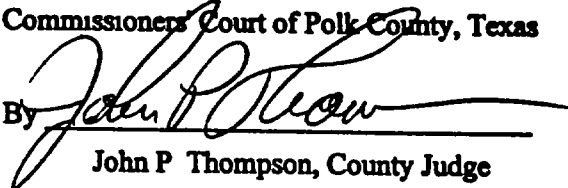
**ADD:**

14. CANVASS RESULTS OF CONSTITUTIONAL AMENDMENT ELECTION (Held Aug. 9, 1997).

Posted on Friday, August 8, 1997

Commissioners' Court of Polk County, Texas

By

  
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice at the door of County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Friday, August 8, 1997, 1997 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated Friday, August 8, 1997

Barbara Middleton, County Clerk

By



STATE OF TEXAS }

DATE AUGUST 11, 1997

COUNTY OF POLK }

REGULAR CALLED MEETING  
ALL PRESENT

BE IT REMEMBERED ON THIS THE 11th DAY OF AUGUST, 1997 THE HONORABLE COMMISSIONERS COURT MET IN REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT JOHN P THOMPSON COUNTY JUDGE, PRESIDING B E "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH COMMISSIONER PCT#2, JAMES J "BUDDY" PURVIS PCT #3, R R "DICK" HUBERT, COMMISSIONER PCT#4, BARBARA MIDDLETON, COUNTY CLERK, & KAREN REMMERT COUNTY AUDITOR, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED

- 1 MEETING WAS CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM  
PUBLIC COMMENTS
  - a BILL HARDY NEEDS INFORMATION ON THE PROPOSED (FY1998) BUDGET JUDGE THOMPSON INVITED MR HARDY TO ATTEND FUTURE BUDGET WORKSHOPS
  - b SHERRY JAMES, OF SIESTA COUNTY #1 SUBDIVISION, ASKED COMMISSIONER SPEIGHTS TO REPAIR HER ROADS & CLEAN DITCHES, SO THAT THE WATER WILL NOT STAND IN HER YARD
  
- 2 INFORMATIONAL REPORTS
  - a COUNTY CLERK BARBARA MIDDLETON REPORTED ON THE SPECIAL ELECTION HELD ON AUGUST 9 1997
  - b JOHN McDOWELL REPORTED THAT THE NEW SIGN MATERIALS HAVE COME IN AND WILL BE MAKING NEW ROAD SIGNS SOON
  - c JUDGE THOMPSON REPORTED THAT AS A RESULT OF MEDIATION WITH LEGAL COUNSEL ON THE LONG STANDING LITIGATION OF THE OLD HOSPITAL THE COUNTY CAN EXPECT TO RECEIVE A SETTLEMENT OF \$300 000 00
  - d BOBBY SMITH REPORTED, THE GO TEXAN COMMITTEE BAR-B QUE COOK-OFF ON AUGUST 22nd & 23rd AT PLACATION STATION, ONALASKA LIVE MUSIC & \$5 00 BAR-B-QUE, TO RAISE FUNDS FOR SCHOLARSHIPS FOR YOUTH OF POLK COUNTY
  
- 3 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE MINUTES FOR MEETING OF JULY 28, 1997  
ALL VOTING YES
  
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE SHERIFF'S DEPT REQUEST FOR RENEWAL OF CONTRACT WITH LAWRENCE AUTO TITLE FOR ABANDONED VEHICLE AUCTION SERVICES  
ALL VOTING YES (COPY ATTACHED)
  
- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO AUTHORIZE VETERANS SERVICE OFFICER'S ATTENDANCE AT STATEWIDE CONFERENCE (SEPT 30 THROUGH OCT 3) IN DALLAS  
ALL VOTING YES

- 6 **BID #97-09** ,  
MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO ACCEPT THE  
BID FROM ALAMO, FOR PURCHASE OF TRACTOR & BOOM MOWER w/ATTACHMENTS,  
FOR \$ 49,983 00 DELIVERY DATE WILL BE IN OCTOBER APPROVAL OF (3-yr) TIME  
WARRANT WILL BE ON NEXT COURT AGENDA, 8/25/97  
ALL VOTING YES
- BID #97-10** ,  
MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO REJECT ALL  
OFFERS PERTAINING TO "SALE OR TRADE OF USED TRACTOR & BOOM MOWER",  
PRECINCT #2  
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO APPROVE  
AGING SERVICES REQUEST FOR APPROVAL OF "INTENT TO CONTRACT" FY 1998 -  
DETCOG AREA AGENCY ON AGING  
ALL VOTING YES (COPY ATTACHED)
- 8 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS TO  
APPROVE LESSEE'S REQUEST TO EXERCISE LEASE RENEWAL OPTION (EXTENSION)  
FOR LIVINGSTON EYE CLINIC (Effective 9/1/97 to 8/31/2000)  
ALL VOTING YES
- 9 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH APPROVAL TO  
RENEW COURT COST AGREEMENT BETWEEN POLK COUNTY & ATTORNEY GENERAL'S  
OFFICE (TITLE IV-D, CHILD SUPPORT ENFORCEMENT)  
ALL VOTING YES (COPY ATTACHED)
- 10 **PRECINCT #1**  
MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R R "Dick" HUBERT TO ACCEPT  
OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, CAUSE #95-009 SIESTA COUNTRY  
SEC #1 TRACT 8  
ALL VOTING YES  
**PRECINCT #4**  
MOTIONED BY R R "Dick" HUBERT SECONDED BY BOBBY SMITH TO ACCEPT OFFER  
TO PURCHASE TAX FORECLOSURE PROPERTY, CAUSE #92-077, INDIAN SPRINGS LAKE  
ESTATES SEC#9, LOTS 263, 264, 275, & 276  
ALL VOTING YES
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE  
(FY 1997) BUDGET AMENDMENT #97-15, (REVISED), AS REQUESTED BY COUNTY  
AUDITOR  
ALL VOTING YES (COPY ATTACHED)

- 12 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUM S  
ALL VOTING YES

DATE	AMOUNT	CHECK NUMBERS
7-28-97	15,425 83	125372 125388
7-31-97	110,845 60	125389 - 125397
8-05-97	76 653 08	125398 - 125501
8-06-97	142,966 88	125502 125654
8-07-97	62,659 88	1007 222-235, 1028-1030 130-133, 11
8-08-97	138,278 49	125655 125661
ADDENDUM	23,875 44	TO BE INCLUDED ON FUTURE SCHEDULE OF BUSINESS

- 13 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS  
ALL VOTING YES

RECESS REGULAR SESSION AT 10 40 AM

EXECUTIVE SESSION 10-55 AM \*

As authorized by the Texas Open Meetings Act, as amended, Government Code, Chapter 551, Subchapter D, Section 551 074 (a) (1)

\*Deliberations pertaining to authorized Personnel matters

EXECUTIVE SESSION, RECESSED AT 11 35 AM

RE-CONVENED AT 1 00 PM FOR BUDGET WORKSHOP

- 14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "SLIM" SPEIGHTS TO ADJOURN COURT THIS 11th DAY OF AUGUST, 1997 AT 2 55 PM  
ALL VOTING YES

  
JOHN P THOMPSON COUNTY JUDGE

ATTEST

  
BARBARA MIDDLETON, COUNTY CLERK





LAWRENCE AUTO TITLE SERVICE, INC  
 P O Box 450 Taylor, TX 76574  
 1-512-352-2788  
 FAX 1-512-352-7154

AGREEMENT FOR AUCTION OF ABANDONED VEHICLES

THIS AGREEMENT is made this 11th day of August, 1997, by and between the County of Polk ("County") and Lawrence Auto Title Service, Inc. ("Lawrence Auto Title"), a Texas corporation.

WHEREAS, from time to time motor vehicles are abandoned throughout the County of Polk and

WHEREAS, Article 4477-9(a), Sections 5 01 - 5 12, Vernon's Civil Statutes (1985) (the "Act"), sets out certain mandatory procedures for the auction of abandoned motor vehicles to permit transfer to the purchaser of the vehicle free and clear of all liens and claims of ownership, and

WHEREAS, Lawrence Auto Title is willing to provide notification services and administer the auction of the abandoned motor vehicles in accordance with the provisions of the Act, in exchange for the payments hereinafter described,

NOW, THEREFORE, subject to the terms and conditions and in consideration of the mutual promises hereinafter stated, the "County" and Lawrence Auto Title agree as follows:

1. **Definitions**

- (a) "Sheriff's Office" means the sheriff or a constable of any county
- (b) "Garagekeeper" means an owner or operator of a parking place or establishment, motor vehicle storage facility, or establishment for the servicing, repair or maintenance of a motor vehicle
- (c) "Abandoned Motor Vehicle" means (i) motor vehicle that is inoperable and more than eight years old and left unattended on public property for more than 48 hours, or a motor vehicle that has remained illegally on public property for a period of more than 48 hours, or a motor vehicle that has remained on private property without the consent of the owner or person in control of the property for more than 48 hours, or a motor vehicle left unattended on the right-of-way of a designated county, state, or federal highway within this state for more than 48 hours or for more than 12 hours on a turnpike project constructed and maintained by the Texas Turnpike Authority or (ii) a motor vehicle left for more than ten (10) days in a storage facility operated for commercial purposes after notice is given by registered or certified mail, return receipt requested to the owner and to any lien holder of record under the Certificate of Title Act (Article 6687-1, Vernon's Texas Civil Statutes) to pick up the vehicle,

or for more than 10 days after a period when under a contract the vehicle was to remain on the premises of the storage facility, or a motor vehicle left for more than 10 days in a storage facility by someone other than the registered owner or by a person authorized to have possession of the motor vehicle under a contract of use, service, storage or repair

2. Duties of a Sheriff's Office

- (a) The Sheriff's Office shall furnish Lawrence Auto Title verification of registration records on all abandoned out of state vehicles.
- (b) The Sheriff's Office shall furnish title and registration checks on all vehicles prior to auction by Lawrence Auto Title to maintain control and knowledge of stolen vehicles
- (c) The Sheriff's Office shall provide to Garagekeepers within the County a copy of the list below which sets out certain obligations the Sheriff's Office shall require a Garagekeeper to perform for Lawrence Auto Title, as follows
  - (i) Garagekeeper shall notify Lawrence Auto Title of any abandoned vehicle at the place of business of the Garagekeeper;
  - (ii) Lawrence Auto Title shall be paid from the proceeds of the auction for all notice and publication cost.
    - 1. \$ 75.00 (includes \$5 00 reporting fee) for Lawrence Auto Title to provide notice required to establish that motor vehicle has been abandoned, plus subsequent notice that the motor vehicle will be auctioned, pursuant to Sections 5 05(a) and 5 03 of the Act, OR
    - 2. \$ 65.00 (includes \$5 00 reporting fee) for notice of auction alone pursuant to Section 5 03 of the Act when Garagekeeper has determined through notification procedure that the motor vehicle is abandoned and so reports it to Lawrence Auto Title
  - (iii) Lawrence Auto Title shall issue form DMV 71-2X to Garagekeeper if motor vehicle is over 8 years old and has no engine or is otherwise totally inoperable so that Garagekeeper may apply to Texas Department of Transportation for authority to dispose of the motor vehicle to a demolisher for the following fees,
    - 1. \$ 45 00 (reporting fee not included) for Lawrence Auto Title to provide notice required to establish that motor vehicle has been abandoned pursuant to Section 5 05(a) and 5 03 of the Act, OR
    - 2. \$ 35.00 (reporting fee not included) when Garagekeeper has determined thru notification procedure that the motor vehicle has been abandoned and so reports it to Lawrence Auto Title

- (iv) Lawrence Auto Title acknowledges that the Garagekeeper may (i) set a required minimum bid for the auction not to exceed all the charges owed to Garagekeeper and Lawrence Auto Title against the vehicle, and (ii) bid on a vehicle at time of auction. Vehicles not sold at the public auction shall be considered sold to Garagekeeper
- (d) For motor vehicles abandoned someplace other than at a Garagekeeper's facility, the Sheriff's Office shall notify Lawrence Auto Title within 24 hours after the Sheriff's Office has taken custody of such abandoned vehicle and shall provide such information as Lawrence Auto Title requires to perform its duty hereunder
- (e) If the Sheriff's Office hires, employs or contracts with any party to tow, preserve and store an abandoned vehicle, Sheriff's Office shall provide to Lawrence Auto Title the name, address and telephone number of the storage facility to contact so that Lawrence Auto Title can administer all of the procedures required by the Act.

### 3 Duties of Lawrence Auto Title

- (a) Lawrence Auto Title shall provide such notice as is required by the Act to the last known registered owner of the motor vehicle and all lien holders of record, pursuant to the Certificate of Title Act (Article 6687-1, Vernon's Texas Civil Statutes), or Chapter 31, Texas Parks and Wildlife Code
- (b) If the vehicle is not reclaimed before or on the date stated in the notice as the last day to reclaim, Lawrence Auto Title shall sell the vehicle at a public auction, proper notice of the public auction shall be given and the Garagekeeper shall also be notified of the time and place of the auction, OR, Form DMV 71-2X shall be delivered to Garagekeeper
- (c) Any remaining proceeds after reimbursement of expenses of the auction, the cost of towing and storing the vehicle, and all notice and publication cost shall be deposited in an escrow fund to be maintained for 90 days for the owner or lien holder to claim. Lawrence Auto Title shall retain 10% of the proceeds placed into this fund as compensation for administering such fund. After 90 days has expired the remaining proceeds in this account shall be forwarded to the Sheriff's Office

### 4. Fees to Lawrence Auto Title

Lawrence Auto Title shall be paid for its notice and publication charges as specified in Section 2(c) (i) or (ii) of this Agreement, as applicable, and for its administration of fund charges as specified in Section 3(c) of this Agreement. Lawrence Auto Title shall look to proceeds from the sales for all of the above payments and County shall not be liable therein.

5 Term of Agreement

This Agreement shall commence on the 10<sup>th</sup> day of September, 1997, and continue in force and effect for a period of two years thereafter, unless terminated earlier by either party for just cause upon 30 days written notice of intent to terminate. The County has the option to renew this Agreement for an additional two (2) year period upon thirty (30) days prior written notice to Lawrence Auto Title.

6. Liability

Lawrence Auto Title is an independent contractor and is not an employee or servant of the County. Lawrence Auto Title agrees to defend, indemnify and hold County harmless from any and all suits, actions, damages, losses, claims, costs, penalties, liabilities and expenses, including but not limited to court costs and attorneys fees asserted against County, its employees or agents, arising from or incurred because of or with respect to the willful violation by Lawrence Auto Title, its employees or agents of the notification and auction procedures set forth in the Act, or negligence on the part of Lawrence Auto Title, its servants, agents and employees.

7. Access to Records

The County is hereby granted access to review any books, accounts or records kept by Lawrence Auto Title pertaining to the performance of Lawrence Auto Title's duties under this Agreement.

8. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

9 Assignment

This Agreement may not be assigned by either party.

10 Binding Effect

Subject to the provisions of Section 9 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

11. Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the matters covered hereby.

12. Amendment

This Agreement may be amended only by an instrument in writing executed by the parties hereto

13. Captions

The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas

15. Counterparts

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Polk County, Texas, as of the date and year first above written.

LAWRENCE AUTO TITLE SERVICE, INC

By *Ken L...*

Title President

COUNTY OF Polk

By *John P. Thompson*

Title County Judge



COPY

Vendor Number \_\_\_\_\_  
Service Area(s) \_\_\_\_\_  
Effective Date(s) \_\_\_\_\_

VENDOR AGREEMENT

BETWEEN

THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING

AND

Polk County Aging Services  
P.O. Box 1192  
Livingston, Texas 77351

FOR THE PURCHASE OF GOODS OR SERVICES  
THAT PROMOTE QUALITY OF LIFE  
FOR OLDER PERSONS IN  
DEEP EAST TEXAS

AREA AGENCY ON AGING

VENDOR

AAA OF DEEP EAST TEXAS

Polk County Aging Services

\_\_\_\_\_  
Name

John P. Thompson  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print)

John P. Thompson, County Judge  
\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

August 11, 1997  
\_\_\_\_\_  
Date

AN AGREEMENT BY AND BETWEEN

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
 AREA AGENCY ON AGING

LOCATION 274 E. Lamar, Jasper, TX 75951  
 MAIL 274 E Lamar, Jasper, TX 75951  
 PHONE (409)384-5704  
 FAX (409)354-5390  
 E-MAIL  
 CONTACT Holly Anderson, Director, Area Agency on Aging

AND VENDOR

ENTITY Polk County  
 DIVISION Aging  
 LOCATION Livingston, Texas 77351  
 MAIL P.O. Box 1192 Livingston, Texas 77351  
 PHONE (409) 327-6844  
 FAX (409) 327-6889  
 E-MAIL  
 CONTACT Lezli Myers

FOR THE PURCHASE OF

PRODUCT/SERVICE	UNIT	AREA	RATE
A. _____ Adult Day Care	1/2 Day	_____	\$ _____
B. _____ Emergency Response	Month	_____	\$ _____
C. _____ Home Del Meals	Meal	_____	\$ 4.22 (Pending Negotiations)
D. _____ Congregate Meals	Meal	_____	\$ 3.97 (Pending Negotiations)
E. _____ Home Repair/Modify	Job	_____	\$ _____
F. _____ Homemaker	Hour	_____	\$ _____
G. _____ Case Management	Hour	_____	\$ _____
H. _____ Personal Care	Hour	_____	\$ _____
I. _____ Respite	Hour	_____	\$ _____
J. _____ Transportation	1-Way Trip	_____	\$ 5.42 (Pending Negotiations)
K. _____ Telephone Reassurance	Unit	_____	\$ 2.00
L. _____ Health Maintenance	Unit	_____	\$ 3.72



### AUTHORIZATION TO ENTER INTO AGREEMENT

The Health and Human Services Commission of the State of Texas provides for a statewide, locally-based system of information, access assistance, advocacy and services

The Texas Department on Aging is designated by the Texas Health and Human Service Commission to develop a statewide system and resources that support local initiatives to meet aging needs

The Deep East Texas Council of Governments (DETCOG) was designated in 1974 as the Area Agency on Aging for Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler counties. Within its structure, the Area Agency on Aging of Deep East Texas (AAA/DET) is a single identifiable unit that serves as a focal point for the planning, coordination and system development of aging services

The Area Agency on Aging of Deep East Texas is responsible under Title III of the Older Americans Act, for the development and implementation of a comprehensive and coordinated service system in order to

- 1 secure and maintain independence and dignity in a home environment for older individuals capable of self care with appropriate supportive services
2. remove individual and social barriers to economic and personal independence for older individuals; and
- 3 provide a continuum of care for the vulnerable elderly

The Area Agency on aging provides access, assistance and advocacy services as part of its overall aging plan. These services include Information and Referral/Intake, Outreach, Case Management, Legal Awareness, Legal Assistance and Long Term Care Ombudsman.

### PURPOSE

The purpose of this Vendor Agreement between the AREA AGENCY ON AGING OF DEEP EAST TEXAS (hereinafter referred to as AAA/DET) and Polk County Aging Services (hereinafter referred to as "the Vendor") are to specify terms and conditions for the purchase or exchange of goods and services that enhance the quality of life for older persons and their caregivers. Upon acceptance by both parties, this agreement shall become an integral part of the AREA PLAN FOR AGING SERVICES IN DEEP EAST TEXAS for the period specified.

### VENDOR SOLICITATION PROCESS

Interested vendors shall request placement on the AAA/DET Potential Vendors List by indicating proposed services, rates, geographic service area and service delivery capacity

AAA/DET will solicit vendors as needed for the provision of goods and services necessary to meet goals and objectives of the AREA PLAN FOR AGING SERVICES IN DEEP EAST TEXAS

To provide goods and/or services through this agreement, vendors must. (1) be a legally incorporated entity or independent contractor, (2) be owned by and employ only U.S. citizens or legal residents, (3) be in compliance with the Americans with Disabilities Act and (4) provide a quality product that meets time and performance standards as specified in the Texas Administrative Code (TAC)

Purchase rates will not exceed state rates for comparable services unless justified by extenuating circumstances that warrant the negotiation of a higher rate. Extenuating circumstances may include, but not be limited to, special client requirements, geographic isolation and factors relating to economies of scale.

Vendor Agreements are authorized by the Deep East Texas Council of Governments.

### MUTUAL OBJECTIVES

AAA/DET solicits vendors that agree to cooperatively support community initiatives that enhance the quality of life for older people and their caregivers through.

- 1 Easy access to accurate, timely and simplified information about available health and human services Coordinated provisions of medical and non-medical in-home supportive services for frail older persons, Provision of community-based alternatives to nursing home placement;
- 2 Elimination of service duplication or service gaps between community-based, in-home and acute care services, and
- 3 Simplified access to the full array of appropriate preventive, rehabilitative and maintenance services

## TERMS OF AGREEMENT

## AREA AGENCY ON AGING OF DEEP EAST TEXAS (AAA/DET) AGREES TO

- 1 Purchase goods and/or services from Vendor as specified in this agreement and attachments
2. Accept client referrals from Vendor for persons in need of the following assistance
  - information and referral service covering the full range of available public assistance
  - screening to divert persons from inappropriate nursing home placement to a home environment with appropriate assistance
  - intake, eligibility determination, assessment, care plan development and service authorization for services provided through the Area Agency on aging of Deep East Texas,
  - legal assistance or information about legal rights and
  - ombudsman orientation when nursing home placement is appropriate
- 3 Exchange information with Vendor regarding AAA activities including needs assessments, training events, coalition development, public hearings, educational forums, advisory council meetings and solicitations for bids.
- 4 Provide one annual in-service training for Vendor staff regarding aging services in Deep East Texas

## VENDOR AGREES TO

1. Provide quality goods and services to clients referred by the AAA in accordance with applicable standards
2. Provide in-service training to AAA staff regarding Vendor goods and services,
- 3 Provide assurance that all client information and records are confidential and may only be provided with client consent for the purpose of delivering goods or services as authorized by the Area Agency on Aging.
- 4 Report changes in client circumstances to the AAA where such changes have a bearing on client safety, security and quality of life,
- 5 Provide service delivery documentation with all invoices to the AAA,

This agreement shall be in effect for the period beginning 10-01-97 and ending 9-30-98 unless extended by mutual agreement between the parties. It shall be reviewed annually for possible amendments or adjustments.

Termination of this agreement by either party shall be made by written notification providing a 30 day notice of such cancellation unless otherwise stated in the agreement.

ATTACHMENT I

PURCHASE TERMS/POLICIES

VENDOR Folk County Aging Services VENDOR # \_\_\_\_\_

SERVICE	AREA	VENDOR LIAISON	AAA LIAISON
_____	<u>Polk County</u>	<u>Lezli Myers</u>	<u>Holly Anderson</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PURCHASE AUTHORIZATION/PAYMENT PROCESS

1. AAA will assess client need, develop plan of care and authorize purchase of specified units of service.
2. Client will have opportunity to select provider from list of approved vendors.
3. AAA will notify Vendor of purchase order including:
  - Product or service description
  - Client Profile including ID number
  - Service delivery period (Start/End Dates)
4. Vendor notification may be by the following methods.
  - \_\_\_\_\_ Telephone Contact 409-327-6844
  - \_\_\_\_\_ Faxed Work Order 409-327-6889
  - \_\_\_\_\_ E-Mail \_\_\_\_\_
  - \_\_\_\_\_ (Other) \_\_\_\_\_
5. Vendor shall not solicit nor accept donations or payments from clients. All client contributions will be made to the Area Agency on Aging and used to subsidize the total cost paid to the vendor
6. Vendor shall submit invoice and service documentation to the Area Agency on Aging by the 3<sup>rd</sup> working day of the month for payment on the 15<sup>th</sup> of the month.

DEEP EAST TEXAS HUMAN RESOURCE DIRECTORY

County Polk County SERVICE CATEGORY(IES) \_\_\_\_\_

Check One New Agency Correction \_\_\_\_\_ Deletion \_\_\_\_\_

Name of Agency or Service Polk County Aging Services

Address P.O. Box 1192

City Livingston, Texas Zip Code 77351

Phone Number(s) ( 409 ) 327-6844 ( ) \_\_\_\_\_

Office Hours 7:00 - 4:00 Fax No ( 409 ) 327-6889

Days of the Week Monday through Friday

Services Provided Congregate & Home Delivered Meals, Health Maintenance and Telephone Reassurance

Eligibility Senior Citizens age 60 years or older

Fee Contribution of \$2.00

Area Served Polk County  
(Geographic area in which your services are available)

COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM  
BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF TEXAS  
AND  
POLK COUNTY, TEXAS

I. INTRODUCTION

The Office of the Attorney General (OAG) and the County of Polk (County) hereby enter into an agreement to reimburse County for services provided to the Title IV, Part D of the federal Social Security Act (Title IV-D) child support enforcement program. Said services provided by the County are enumerated in Title 5 (The Parent-Child Relationship and the Suit Affecting the Parent-Child Relationship), Texas Family Code as codified by the 74th Texas Legislature

2. SPECIFICATIONS

2.1 Agreement Period

This Agreement shall commence on September 1, 1997, and shall terminate on August 31, 1999, unless terminated earlier by provisions of this Agreement

2.2 Written Notice Delivery

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

2.2.1 County

The address of the County for all purposes under this Agreement and for all notices hereunder shall be

The Honorable John P. Thompson (or his successor in office)  
County Judge, Polk County  
Courthouse, 101 Church St. West  
Livingston, TX 77351

2 2 2 OAG

The address of the OAG for all purposes under this Agreement and for all notices hereunder shall be

David Vela (or his successor in office)  
IV-D Director, Child Support Division  
Office of the Attorney General  
P O Box 12017  
Austin, Texas 78711-2017

With copies to

Joseph C Fiore (or his successor in office)  
Section Chief, Contracts Section  
Office of the Attorney General  
P O Box 12017  
Austin, Texas 78711-2017

2 3 Liaison

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the agreement. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

2 4 County Responsibilities

2 4 1 County shall perform duties as provided by state law regarding the filing, issuance and service of process in actions filed in conjunction with a statewide program of child support enforcement pursuant to Title IV-D

2 4 2 County shall provide services as may be necessary to fulfill its obligations pursuant to Subsection 2 4 1 of this section including, but not limited to, the following enumerated services

2 4 2 1 Filing and processing actions in suits affecting the parent-child relationship under Title 5, Texas Family Code as

codified by the 74th Texas Legislature, including a suit to establish paternity or support, a motion to enforce or modify a decree, a notice of child support delinquency, and in a suit under Chapter 159 of the Texas Family Code as codified by the 74th Texas Legislature,

- 2 4 2 2 The issuance and service of process, including service of process in actions pursuant to Chapter 232 of the Texas Family Code as codified by the 74th Texas Legislature,
- 2 4 2 3 The issuance and delivery of writs, orders, and subpoenas as specified in Section 231 202 of the Texas Family Code as codified by the 74th Texas Legislature,
- 2 4 2 4 The filing and processing transfer cases under Sections 110 005 and 110 002 of the Texas Family Code as codified by the 74th Texas Legislature, and
- 2 4 2 5 The issuance and delivery of orders and writs of income withholding as provided by Chapter 158 of the Texas Family Code as codified by the 74th Texas Legislature

**2 4 3 Credits**

In instances when the county recovers direct payments from child support obligors ("credits") for services rendered in Title IV-D child support cases and for which the County has received payment, then County shall credit such amounts to the OAG on the "IV-D Child Support Court Cost Processing Form" for the month when the recovery from the obligor was received. All such credits shall be described and documented as reasonably required by the OAG. The County shall subtract the credits from the total monthly charges for services prior to multiplying the charges by the applicable reimbursement rate as described in Section 2 5

- 2 4 3 1 If the County's recovery of credits exceeds the total monthly charges for services for which the OAG will be liable, the OAG may offset the amount of the excess credits against future claims submitted by County within the same fiscal year. The term "fiscal year" refers to the State fiscal year, which begins on September 1st and ends on August 31st of each year
- 2 4 3 2 County will credit sums recovered from obligors only for those charges for which the OAG is liable



2 4 3 3 County will follow generally accepted accounting principles

2 4 4 County shall refund to the OAG within thirty (30) days any sum of money that has been paid to the County, that the OAG determines to be an overpayment to County. The overpayment could result from a disallowance or failure of the OAG to receive federal funding or audit exceptions stemming from audits performed by the OAG or Department of Health and Human Services. OAG shall give the County timely notice of such exceptions. The OAG may also, at its option, deduct the amount of the excess payment from the amounts payable by the OAG for services performed pursuant to Chapter 231, Texas Family Code as codified by the 74th Legislature and billed to the OAG by County.

2 4 5 County shall insure that every person who, as a part of their employment, receives, disburses, handles or has access to funds collected pursuant to this agreement does not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of said funds.

## 2.5 OAG Responsibilities

2.5 1 The OAG shall be financially liable to County as set out in 2 5 1 1, subject to the limitations listed in Section 2 5 2 and further subject to the reduction of liability for credits as specified in Section 2 4 3 of this Agreement.

2 5 1 1 The OAG shall be liable to County in an amount equal to the State-to-County reimbursement rate in effect at the actual time the duties are performed. The term, "State-to-County reimbursement rate", shall mean that fractional proportion of allowable county expense items which will be reimbursed by the State. This rate is equal to the fractional proportion of allowable child support enforcement program charges which the federal Office of Child Support Enforcement pays to the State as federal financial participation (FFP) under Title IV-D, multiplied by the total charges allowed under Section 231 202, Texas Family Code as codified by the 74th Texas Legislature for services provided by the County. These charges shall be no more than the actual costs incurred by the County in performing said services. For purposes of reference only, the applicable State-to-County reimbursement rate at the effective date of this Agreement is sixty-six percent (66%).

2 5 1 2 The OAG will be liable to the County for the amount of the state share of fees and costs specified in Section 231 202 of the Texas Family Code as codified by the 74th Texas Legislature, if and only if, there is an express and specific appropriation by the Texas Legislature. The term "state share" means that portion of allowable expenses for fees and other costs that remain unpaid after receipt of the federal share of reimbursement and that is to be reimbursed by the state or may be contributed by certified public expenditure by the County. This section will not operate to create additional liability on behalf of the OAG until and unless appropriations that are in addition to those in effect on the beginning date of this Agreement are made.

2 5 2 Limitation of OAG Liability

2 5 2 1 The OAG shall be liable for charges and fees becoming due after commencement of this Agreement and before termination of this Agreement.

2 5 2 2 The OAG is liable only for charges incurred by the County for services and fees and charges described in Section 231 202 of the Texas Family Code as codified by the 74th Texas Legislature.

2 5 2 3 The OAG is not required to pay charges incurred for performance of services unless such charges are incurred and services rendered in accordance with the terms of this agreement.

2 5 2 4 The OAG is liable to the County for payment of the federal share of reimbursement for fees and costs under Section 231 202 of the Texas Family Code as codified by the 74th Texas Legislature, to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount is later disallowed by the federal government, the County official to whom payment was made shall return the amount to the OAG not later than the thirtieth (30th) day after the date on which notice was given by the OAG.

2 5 2 5 The OAG shall be liable only for the costs which are allowable according to the provisions of the federal Office of Management and Budget (OMB) Circular A-87, "Cost

Principles for State and Local Governments," and OMB Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments" both of which are published by the Executive Office of the President of the United States of America

**2.6 Payment Processing Procedures**

**2.6.1** County shall bill or credit the OAG each month for liabilities or credits of the OAG which have accrued during the preceding thirty (30) days which have not been previously billed by the County. The OAG will provide forms to enable County to provide documentation and information in a format required by the OAG. During calendar month when no liabilities or credits accrue, the County is not required to submit a monthly report.

**2.6.2** County shall keep all records to substantiate the County billing.

**2.6.3** The OAG shall review the billings within fifteen (15) business days after the end of the calendar month in which the billings are made and either

**2.6.3.1** within fifteen days of receiving the billing return it to the County for correction or to obtain further information, or

**2.6.3.2** process and submit the billing to the Comptroller for payment in accordance with state procedures for issuing state payments.

**2.6.4** The District Clerk, Sheriff, Constable and/or any designated county office holder shall submit to the OAG monthly vouchers, with accompanying processing forms attached.

**2.7 Inspections, Monitoring and Audits**

The OAG may monitor and conduct fiscal and/or program audits of County program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG or HHS access, without prior notice, to all books and records of the County pertinent to this agreement. The County records may be inspected, monitored, evaluated, audited or copied. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of their availability.

3 TERMS AND CONDITIONS

3 1 Termination

Either party to this agreement shall have the right to terminate this agreement by notifying the other party in writing of such termination and the proposed date of the termination no later than five (5) days prior to the effective date of such termination

3 2 Record Retention

The County shall maintain and retain for a period of three (3) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters that arise before the expiration of the three (3) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to disclose fully the extent of services provided under this Agreement, including, but not limited to, records that will show the basis of the allowable charges and payments made. The provisions of this section shall be incorporated into any subcontract executed by the County

3 3 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Agreement. County shall comply with Title VII of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), and the Americans with Disabilities Act of 1990 (Public Law 101-336). County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "amending Executive Order 11246 relating to 'Equal Employment Opportunity' and as supplemented by regulations at 41 C.F.R. Part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor'". County shall ensure that all subcontracts comply with the above reference provisions.

3 4 Immigration Reform and Control Act of 1986

County shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat. 3359, by verifying the identity and authorization to work in the United States of its employees assigned to this Agreement at any time during the term of this agreement. County shall require compliance from any subcontractors.

**3 5 Environmental Protection**

County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U S C Section 7401 et seq) and the Federal Water Pollution Control Act, as amended, (33 U S C 1251 et seq )

**3 6 Certain Disclosures Concerning Lobbying**

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law County must submit the Certification Regarding Lobbying included with this Agreement This certification certifies that the County will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U S C 1352 It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting standard Form LLL

**3 7 Compliance With Law**

County shall perform its obligations hereunder in such a manner to ensure its compliance with law and to assure, with respect to County's performances, that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended

**3 8 Provision of Funding by United States**

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify County of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder

**3 10 Changes in the Law**

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law

**3 11 Amendments**

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement

**3 12 Entire Agreement**

This instrument consisting of ten (10) pages, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

**3 13 Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought by OAG against County for any breach of this agreement is fixed in any court of competent jurisdiction in Polk County, Texas. The venue of any suit brought by County against OAG for any breach of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County, Texas.


THIS AGREEMENT IS HEREBY ACCEPTED WITH AN EFFECTIVE DATE OF  
SEPTEMBER 1, 1997.

**OFFICE OF THE ATTORNEY GENERAL**

\_\_\_\_\_  
David Vela  
IV-D Director, Child Support Division

\_\_\_\_\_  
Jorge Vega  
First Assistant Attorney General

**POLK COUNTY**

  
\_\_\_\_\_  
The Honorable John P. Thompson  
County Judge



**CERTIFICATION REGARDING LOBBYING**  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM CHILD SUPPORT ENFORCEMENT PROGRAM  
PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY  
ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF  
THE ATTORNEY GENERAL OF TEXAS

PERIOD September 1, 1997 to August 31, 1999

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

John P. Thompson Polk County Judge  
Signature Title

Polk County August 11, 1997  
Agency/Office Date



**Revised**  
**8/11/97 9:30 AM**

**POLK COUNTY - BUDGET AMENDMENT**  
**REQUEST #97-15**  
**REQUESTED BY** Karen Remmert, County Auditor

**Comments**

**Decreases**

**Increase**

Reimbursement for computer training from Records Management Fund

County Clerk Travel/Training

010-403-427

Time Warrant Proceeds

010-390-510

Time Warrant Proceeds

010-390-511

Time Warrant Proceeds

010-390-560

Sale of Assets

010-370-150

Time Warrant Proceeds

010-390-695

Time Warrant Proceeds

015-390-622

Jail Inmate Trust In/Out

010-221-512

General Operations Furniture

010-409-572

Road&Bridge-Pct#1 Fuel/Oil

015-621-330

Construction Materials/Supplies

015-621-339

Parts & Repairs

015-621-456

Uniforms

015-621-205/300

Gas/Fleet

015-621-441

Waste Mgmt Tires/Tubes

032 595-354

State Permit Fees

032-595-496

Parts/Repairs/Supplies

032 595-456

Commingencies

032 595-491

Road&Bridge-Pct#3 Equipment Rental

015-623-461

Road Machinery/Equipment

015-623-571

Pct3 Capital Outlays

015-623-573

To record time warrant proceeds  
 To record time warrant proceeds  
 To record time warrant proceeds  
 To record trade in of patrol vehicles  
 To record time warrant proceeds  
 To record time warrant proceeds

✓ -13 492.75 ✓  
 ✓ -18,519.75 ✓  
 ✓ -125 000.00 ✓  
 ✓ -35 600.00 ✓  
 ✓ 14 820.00 ✓  
 ✓ 9 750.00 ✓

10 821.00 ✓

10 821.00 ✓

6,500.00 ✓

1 000.00 ✓

✓ 5 000.00

✓ 4 311.90

✓ 1 750.00

✓ 216.79

To cover non-budgeted liability line item for jail inmates for remaining fiscal year  
 Move money to cover non-budgeted liability line item for jail inmates

10 821.00 ✓

To cover expenditures for remaining fiscal year per Commissioner Speights  
 Move money to cover expenditures per Commissioner Speights

✓ 6,500.00

To cover expenditures for remaining fiscal year per Commissioner Speights  
 Move money to cover expenditures per Commissioner Speights

✓ 800.00

✓ 200.00

To cover expenditures for remaining fiscal year by James Richardson  
 To cover expenditures for remaining fiscal year by James Richardson

✓ 5 000.00

✓ 4,311.90

To cover expenditures

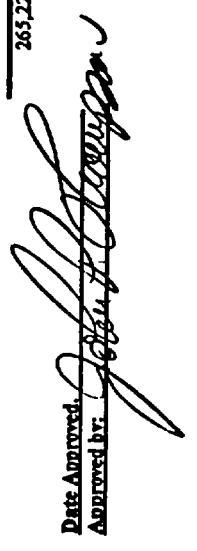
To cover expenditures

Move money to cover expenditures

✓ 1 966.79

*(correct to jail expenses - re-amend)*

015-622-337	Road&Bridge,Pct#2-Materials/Supplies	✓ 350 00	To cover expenditures per Commissioner Smith
015-622-456	Parts & Repairs	✓ 5,500 00	To cover expenditures per Commissioner Smith
015-622-339	Construction Materials	✓ 5 850 00	Move money to cover expenditures per Commissioner Smith
010-560-454	Sheriff - Parts/Repairs	✓ 1,729.51	Reimb from Titan recorded in 010-342-600
032-595-456	Waste Mgmt - Parts/Repair/Supplies	✓ 3 003.24	Reimb from Titan recorded in 032-342-600
010-409-405	General Operations-Employee Physicals	✓ 1,150 00	To cover expenditures for remaining fiscal year
010-409-572	Office Furnishings/Equipment	✓ 1 150 00	Move money to cover expenditures for remaining fiscal year
010-691-430	General -Other Advertising/Publications	✓ 1,000 00	To cover expenditures for remaining fiscal year
010-691-490	Miscellaneous	✓ 1 000 00	Move money to cover expenditures for remaining fiscal year
051-645-332	Aging Dept - Custodial/Cleaning Supplies	✓ 300 00	To cover expenditures for remaining fiscal year per Lezli Myers
051-645-343	Paper Food Goods/Supplies	✓ 400 00	To cover expenditures for remaining fiscal year per Lezli Myers
051-645-443	Garbage/Sewer/Dumpster	✓ 200 00	To cover expenditures for remaining fiscal year per Lezli Myers
051-645-311	Postage	✓ 400 00	Move money to cover expenditures per Lezli Myers
051-645-352	Linens Services/Rings	✓ 500 00	Move money to cover expenditures per Lezli Myers
010-560-105	Sheriff Salaries - Full/Time	✓ 4 499.34	To correct Auditor's error and cover full-time salaries for remaining fiscal year
010-560-108	Salaries - Part/Time	✓ 4 499 34	To correct Auditor's error and cover full-time salaries for remaining fiscal year

DATE APPROVED: \_\_\_\_\_  
 APPROVED BY: 

265,226 15

42,999 03

Difference of 222,227 12 consists of 181 582 50 in time warrant proceeds, 35 600 trade-in (sale of assets), reumb 311 87 from County Clerk RAP fund for travel to NetData Conference, 4,732.75 insurance reimb

009

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5 984 74
045 ROAD & BRIDGE ADM	5 324 74
051 ASING DEPT	4 216 35
TOTAL OF ALL FUNDS	15 745 83

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE July 28, 1997 APPROVED BY Steven S. Hammond  
James L. Doolittle  
John R. Clump

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	60 070 41
018 ROAD & BRIDGE ADM	18 185 54
022 ENVIRONMENTAL SERVICES	16 075 88
051 ASHS DEPT	708 26
073 1994 C/O JAIL/BLDG RENOV ISSUE	34 54
101 ADULT SUPERVISION	9 848 32
104 DTP - CSR	421 13
107 CCP CORRIGAN OFFICE	519 21
108 CCP - SURVEILLANCE	1 230 29
104 JUVENILE PROBATION	1 208 69
185 CCAP - JUVENILE PROBATION	2 523 28
TOTAL OF ALL FUNDS	110 845 60

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE July 31 1997

APPROVED BY

John Bennett  
County Auditor  
John P. Dempsey

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	34 323 55
015 ROAD & BRIDGE ADM	867 76
027 SECURITY FUND	60 00
032 ENVIRONMENTAL SERVICES	6 691 62
049 DISTRICT ATTY HOT CHECK FUND	1 489 17
051 AGING DEPT	2 027 10
061 DEBT SERVICE FUND	30 867 80
068 JUDICIARY FUND	326 40
TOTAL OF ALL FUNDS	76 553 08

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE *Aug 5, 1997*

APPROVED BY *Rose Stewart*

*County Clerk*  
*John P. O'Keefe*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	\$1 021 44
018	ROAD & BRIDGE ADM	53 493 24
032	ENVIRONMENTAL SERVICES	9 197 73
049	DISTRICT ATTY HOT CHECK FUND	79 95
081	ASING DEPT	10 023 55
070	DIV SERVICE - 94 CO ISSUE	13 728 00
073	1994 C/O JAIL/BLDG RENOV. ISSUE	4 152 05
093	CO CLERK RECORDS MGMT FUND	1 307 87
TOTAL OF ALL FUNDS		142 966 88

THE RECEIVING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE Aug 6, 1997

APPROVED BY [Signature]

[Signature]  
[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	50 018 33
028 POLK COUNTY HISTORICAL COMH	8 695 95
085 ON-SITE SEWER FACILITIES715441	3 490 00
095 SHERIFFS FEDERAL REV SHARING	255 80
TOTAL OF ALL FUNDS	62 459 88

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT  
 DATE Aug. 9 1997 APPROVED BY Tom Rowlett

Carroll Spitzer  
John P. Stanger

Admitted

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	75 592 31
015	ROAD & BRIDGE ADH	26 242 20
028	POLK COUNTY HISTORICAL COMH	7 823 49
032	ENVIRONMENTAL SERVICES	6 471 64
051	AGING DEPT	13 277 52
101	ADULT SUPERVISION	413 79
104	DTP - CSR	984 52
107	CCP CORRIGAN OFFICE	1 440 69
108	CCP - SURVEILLANCE	2 050 99
184	JUVENILE PROBATION	3 544 68
185	CCAP - JUVENILE PROBATION	
TOTAL OF ALL FUNDS		138 278 49

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE Aug 8, 1997

APPROVED BY

*Steven Egan*  
*County Auditor*  
*John P. O'Connell*

*Admitted*

COPY



## Addendum to Schedule of Bills for Commissioners Court (August 11, 1997)

Gary's BBQ - Safety Meal (Road&Bridge, Pct#2)	74 25
Polk County Publishing - Legal Publishing (Pending Budget Amendment)	266 80
MC Hughes Oil - Road&Bridge, Pct#1 (Pending Budget Amendment)	1,619 35
Billy Jones Rentals - Road&Bridge, Pct#3 (Pending Budget Amendment)	1,750 00
Lawrence Auto Title Service - Drug Forfeiture	200 00
D/A Contraband Fund - Drug Forfeiture	1,350 00
Sheriff Contraband Fund - Drug Forfeiture	3,150 00
William George - Aging (Pending Budget Amendment)	619 63
Story Wright - Road&Bridge, Pct#2 (Pending Budget Amendment)	285 00
Wilson Culverts - Road&Bridge, Pct#2 (Pending Budget Amendment)	262 50
Automotive Parts & Service-Road&Bridge, Pct#2 (Pending Budget Amendment)	87 65
M&M Auto Supply - Road&Bridge, Pct2 (Pending Budget Amendment)	703 40
Industrial Chemical Cleaner - Road&Bridge, Pct#2 (Pending Budget Amendment)	124 64
Mustang Tractor - Road&Bridge, Pct#2 (Pending Budget Amendment)	289 33
Chuck's Diesel - Road&Bridge, Pct#2 (Pending Budget Amendment)	2,408 00
Hi-Way Equipment - Road&Bridge, Pct#2 (Pending Budget Amendment)	39 17

Operating Fund - Waste Management Transfer insurance claim to fund 32	3,003.24
Polk County Chamber of Commerce Hotel/Motel Occupancy Tax	3,821 24
Lake Livingston Tourism Council	3,821 24
Total of Addendum	<u>23,875 44</u>

*John P. Thompson*

DATE JULY 28, 1997 THROUGH AUGUST 08, 1997

NO.	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	JOE MCCOY	WASTE MANAGEMENT	#905 TRUCK DRIVER	REGULAR FULL TIME	111 \$16,127.51	NEW-HIRE EFFECTIVE 07-21-97
(2)	JOSEPH SPURLING	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$4.75	CHANGE TO REGULAR FT UNCLASS. \$4.75 EFFECTIVE 07-02-97
(3)	SABRINA JO CARROLL	JAIL	#1055 CORRECTION OFFICER	REGULAR FULL TIME	111 \$16,127.51	NEW-HIRE EFFECTIVE 08-01-97
(4)	CHRISTY ALLEN	DISTRICT CLERK	#105 DEPUTY CLERK	LABOR POOL	UNCLASSIFIED \$8.15	CHANGE TO #102 SECRETARY PERSONNEL LABOR POOL \$8.15 EFFECTIVE 07-23-97
(5)	DELORES SWEARINGEN	ROAD & BRIDGE PCT #3	#102 SECRETARY	REGULAR FULL TIME	94 \$16,754.18	RECLASSIFY #103 SECRETARY # 121 \$16,938.08 EFFECTIVE 08-08-97
(6)	ROYCE CARRICO	ROAD & BRIDGE PCT #3	#905 TRUCK DRIVER	REGULAR FULL TIME	112 \$16,520.87	DISMISSAL 07/25/97
(7)	SABRINA S. DOBIE	SHERIFF	#1043 TELECOMMUNICATIONS OPER	REGULAR FULL TIME	91 \$14,597.60	NEW-HIRE EFFECTIVE 08-11-97
(8)	CLAYTON YARBROUGH	ROAD & BRIDGE PCT #2	#108 HEAVY EQUIPMENT	REGULAR FULL TIME	136 \$20,104.76	RESIGNED EFFECTIVE 07/28/97
(9)	RUSSELL PLACKER	ROAD & BRIDGE PCT #3	#905 TRUCK DRIVER	LABOR POOL	111- \$7.75	RECLASSIFY TO REGULAR FT 111 \$16,127.51 905-TRUCK DRIVER EFFECTIVE 08-08-97
(10)	CLYDE BRIDGES	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	REGULAR PART TIME	UNCLASSIFIED \$4.75	DISMISSAL 08-04-97
(11)	OTIS MEUSBORN	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$4.75	RESIGNED 08-04-97
(12)	CLAYN BISHOP	WASTE MANAGEMENT	#905 TRUCK DRIVER	LABOR POOL	111- \$8.75	RECLASSIFY TO #904 STATION COLLECTION ATTEN \$4.75 LABOR POOL EFFECTIVE 08-05-97
(13)	ALLISON TAYLOR	SHERIFF DEPT	#1043 TELECOMMUNICATIONS OPER.	REGULAR PART TIME	94- \$6.30	NEW-HIRE 08-09-97
(14)	DAVID RAMSEY	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL TIME	111 \$16,127.51	RESIGNED EFFECTIVE 08-22-97
(15)	JOHN SANDERS	SHERIFF DEPT	#1035 DETECTIVE	REGULAR FULL-TIME	165 \$22,749.97	RESIGNED EFFECTIVE 08-15-97
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DATE. JULY 28, 1987 THROUGH AUGUST 08, 1987

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(17)	MARY MCHATT	SHERIFF DEPT	#1043 TELECOMMUNICATIONS OPER	LABOR POOL	94 \$6.30	RECLASSIFY TO FIT #1043 TELECOM OPER. \$14,597.80 9/1 EFFECTIVE 08-08-87
(18)	ROONEY WALKER	JAIL	#1053 CORRECTIONS OFFICER/SHIFT	REGULAR FULL TIME	131 \$17,788.34	MERIT INCREASE TO 132 \$19,228.40 EFFECTIVE 08-20-87
(19)	ROBERT THOMAS	SHERIFF DEPT	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	141 \$18,684.32	MERIT INCREASE #1037 DEPUTY SHERIFF 142 \$19,143.23 EFFECTIVE 08-20-87
(20)	DENNIS ALLEN	SHERIFF DEPT	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	142 \$19,143.23	PROMOTION TO #1035 DETECTIVE 105 \$22,748.97 EFFECTIVE 08-20-87
(21)	JOHN D VAUGHN	WASTE MGT	#604 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$4.75	NEW-HIRE EFFECTIVE 08-08-87
(22)	MELTON WALLACE	WASTE MGT	#604 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$4.75	NEW-HIRE EFFECTIVE 08-08-87
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