



# POLK COUNTY COMMISSIONERS COURT

April 10, 2001  
10 00 a m

Polk County Courthouse, 3rd floor  
Livingston, Texas

2001-030

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed

### Agenda topics

- 1 CALL TO ORDER
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
  - A Recognition of Polk County Historical Commission receipt of Distinguished Service Award for 2000
- 4 APPROVAL OF MINUTES of the Meeting of March 9 2001 (Regular) and March 27 2001 (Regular)
- OLD BUSINESS
- 5 CONSIDER APPOINTMENT OF CITIZENS ADVISORY COMMITTEE FOR RE-DISTRICTING
- NEW BUSINESS
- 6 CONSIDER APPROVAL OF APPOINTMENTS TO SERVE ON THE 2001 2002 DETCOG BOARD OF DIRECTORS
- 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2001-02
- 8 CONSIDER APPROVAL OF APPOINTMENT OF ADDITIONAL EXTENSION AGENT FOR POLK COUNTY
- 9 APPROVE ADVERTISING FOR RFP S FOR AUCTIONEERING SERVICES REGARDING ABSOLUTE TAX PROPERTIES SALE
- 10 APPROVE COUNTY JUDGE S EXECUTION OF LIABILITY RELEASE TO LISD FOR USE OF SCHOOL FACILITY FOR ABSOLUTE TAX PROPERTY SALE.
- 11 CONSIDER APPROVAL OF COUNTY CLERK S REQUEST FOR APPOINTMENT OF ELECTION JUDGE TO FILL VACANCY CREATED IN ELECTION PRECINCT ~~11~~ **19**
- 12 CONSIDER APPROVAL OF BUDGET AMENDMENTS
- 13 CONSIDER APPROVAL OF SCHEDULES OF BILLS.
- 14 APPROVE PERSONNEL ACTION FORMS

ADJOURN

Posted April 04, 2001

Commissioners Court Polk County Texas  
By John P. Thompson County Judge

FILED AND RECORDED  
OFFICE CLERK  
POLK COUNTY TEXAS  
2001 APR - 4 AM 9:22  
BARBARA MIDDLETON  
COUNTY CLERK POLK COUNTY TEXAS

I the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the 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 Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday April 04 2001 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY Deputy



April 10, 2001  
10 00 a m

**COMMISSIONERS COURT**

**of Polk County, Texas**

County Courthouse, 3rd floor  
Livingston, Texas

**ADDENDUM to Posting # 2001-030**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 10, 2001 at 10 00 A M

**AMEND TO ADD,**

OLD BUSINESS

15 CONSIDER APPROVAL OF SHERIFF'S REQUST TO SUBMIT FUNDING APPLICATI ON FOR COPS MORF 2001 PROGRAM

NEW BUSINESS

16 CONSIDER APPROVAL OF ENGINEERING CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FY2001 PROGRAM

17 RE-CONSIDER APPROVAL OF AGREEMENT WITH HARRIS COUNTY FOR AUTOPSY SERVICES DUE TO FEE INCREASE

Dated Friday, April 6, 2001

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 Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday October 20 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY *Schelana Walker* Deputy

FILED AND RECORDED  
2001 APR -6 PM 4 19  
POLK COUNTY CLERK

STATE OF TEXAS )

DATE APRIL 10, 2001

COUNTY OF POLK )

REGULAR MEETING - CALLED  
Commissioner Purvis - Absent**"COMMISSIONERS COURT"**  
AGENDA #2001-030

BE IT REMEMBERED ON THIS THE 10<sup>th</sup> DAY OF APRIL, 2001  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

BOB WILLIS - COUNTY COMMISSIONER PCT#1, BOBBY SMITH COUNTY  
COMMISSIONER PCT #2, R R "Dick" HUBERT - COUNTY COMMISSIONER PCT #4,  
BARBARA MIDDLETON - COUNTY CLERK & BILL LAW - COUNTY AUDITOR,  
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY  
MADE, CONSIDERED & PASSED

**1 WELCOME AND CALL TO ORDER BY JUDGE JOHN THOMPSON AT 10 00 A M**

OPENING PRAYER WAS DELIVERED BY JOHN McDOWELL EMERGENCY  
MANAGEMENT COORDINATOR

**2 PUBLIC COMMENTS**

A BARBARA BRECHTEL ASKED COMMISSIONER WILLIS ABOUT HELPING  
WITH MAINTENANCE OF ROADS IN BIG THICKET LAKE ESTATES, NAMELY  
SWICK TRAIL

**3 INFORMATIONAL REPORTS**

- A JUDGE THOMPSON RECOGNIZED MEMBERS OF THE POLK COUNTY  
HISTORICAL COMMISSION RECEIPT OF DISTINGUISHED SERVICE AWARD  
FOR YEAR 2000 FROM THE STATE HISTORICAL COMMISSION  
FIVE MEMBERS IN ATTENDANCE WERE RUTH PEEBLES, EMILY BANKS,  
HAROLD BARFIELD WANDA BOBINGER, & CANNON PRITCHARD  
THE SERVICE AWARD WILL BE PRESENTED IN AUSTIN ON FRIDAY,  
APRIL 20 2001
- B ERNEST GALINDO, SAFETY SPECIALIST WITH TEXAS ASSOCIATION OF  
COUNTIES PRESENTED POLK COUNTY WITH "GOLD STAR" SAFETY AWARD  
FY 2000 HE COMMENDED THE OFFICIALS OF POLK COUNTY FOR THEIR  
EXCELLENT PARTICIPATION IN THE SAFETY PROGRAM
- C COMMISSIONER HUBERT REPORTED ON THE COUNTY'S ANNUAL SURPLUS  
SALE HELD SATURDAY, APRIL 7<sup>th</sup>, GROSS AMOUNT OF \$61,000 00
- D JAMES RICHARDSON-WASTE MANAGEMENT DEPT INFORMED COURT OF  
THIS SUNDAY, APRIL 15<sup>th</sup>, IS EASTER AND COLLECTION STATIONS WILL BE  
CLOSED
- E. JOHN McDOWELL-EMERGENCY MANAGEMENT, REPORT ON THE  
PROGRESS OF THE NOAA WEATHER STATION INSTALLATION ON  
SAM HOUSTON ELECTRIC TOWER - ON FM-3459 - ONALASKA AREA.

F SHERIFF NELSON REPORTED PASSING RECENT JAIL INSPECTION BY THE STATE JAIL COMMISSION  
G JUDGE THOMPSON RECOGNIZED (2) MEMBERS PARTICIPATING IN THE (CURRENT) POLK COUNTY CHAMBER OF COMMERCE LEADERSHIP CLASS  
H COMMISSIONER HUBERT SPOKE ABOUT ATTENDING A MEETING LAST EVENING (MONDAY AT 7 00 PM) IN THE DISTRICT COURTROOM, WHERE A SLIDE PRESENTATION OF THE FACILITIES PLANNING RENOVATION OF THE COURTHOUSE, COURTHOUSE ANNEX, AND BUILDING OF NEW JUDICIAL CENTER HE STATED THE NEEDS OF FUTURE EXPANSION OF THE COUNCILS FACILITIES HE URGED EVERYONE TO PLEASE "VOTE" IN THE SPECIAL ELECTION SATURDAY, MAY 5<sup>th</sup> 2001 FOR THE BOND REFUND

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS APPROVAL OF MINUTES FOR MARCH 9<sup>th</sup> AND MARCH 27<sup>th</sup> MEETINGS, WITH NOTED CORRECTIONS  
ALL VOTING YES
- 5 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH APPROVE THE APPOINTMENTS OF CITIZENS ADVISORY COMMITTEE FOR 2001 RE-DISTRICTING  
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS APPROVAL TO APPOINT JUDGE THOMPSON AND COMMISSIONER SMITH TO SERVE ON 2001 2002 DLICOG BOARD OF DIRECTORS  
ALL VOTING YES
- 7 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT TO TABLE ITEM #7 "CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2001 02"  
ALL VOTING YES
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE APPOINTMENT OF CHAD GULLEY AS EXTENSION AGENT FOR POLK COUNTY, BEGINNING MAY 1, 2001  
ALL VOTING YES
- 9 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVE ADVERTISING FOR RFP'S FOR AUCTIONEERING SERVICES REGARDING ABSOLUTE TAX PROPERTIES SALE  
ALL VOTING YES
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVE COUNTY JUDGE'S EXECUTION OF LIABILITY RELEASE TO LISD FOR USE OF SCHOOL FACILITY FOR ABSOLUTE TAX PROPERTY SALE  
ALL VOTING YES

11 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT, APPROVE COUNTY CLERK'S REQUEST FOR APPOINTMENT OF DIANE HARLAN AS ELECTION JUDGE, PCT #19 "ESCAPEE'S ACTIVITY CENTER", TO FILL VACANCY CREATED BY ELIZABETH "BETTY" MOBRY  
ALL VOTING YFS

12 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIE, APPROVAL OF BUDGET AMENDMENTS # 2001-13  
ALL VOTING YES (SEE ATTACHED)


13 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS  
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
March 21 2001	(\$6 00)	Void Check #153871
March 21, 2001	(\$6 00)	Void Check #153823
March 21 2001	(\$80 00)	Void Check #151302
March 21, 2001	(\$20 00)	Void Check #157869
March 21, 2001	00	Journal Entry - Ck#156393
March 23, 2001	\$26 227 24	327 329 616 620 446 448 & 1008
March 27, 2001	\$570,000 00	Electronic Transfer Texpool
March 27 2001	\$50 00	158123
March 27, 2001	9,631 81	158424 - 158589
March 27, 2001	\$29,246 99	158590 - 158629
March 29, 2001	\$267,313 91	Electronic Transfer Payroll/Benefits
March 29, 2001	\$4 551 54	158630 - 158644
March 29 2001	\$561,330 12	158645 - 158682
March 30, 2001	\$54,916 93	330, 621 622, 449, 1009
April 2 2001	\$205,817 61	158683 - 158690
April 4, 2001	\$125 52	158691 & 158692
April 5, 2001	\$1 026 20	158693 158696
April 5, 2001	\$78 72	158697
April 6, 2001	\$250,598 18	158698 - 158816
April 10, 2001	\$35,741 23	Addendum To appear on future schedule

- 14 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF PERSONNEL ACTION FORMS  
ALL VOTING YES (SEE ATTACHED)
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE SHERIFF NELSON'S REQUEST TO SUBMIT FUNDING APPLICATION FOR COPS MORE - 2001 PROGRAM  
ALL VOTING YES
- 16 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE ENGINEERING CONTRACT WITH GOODWIN-LASSITER FOR COMMUNITY DEVELOPMENT BLOCK GRANT FY2001 PROGRAM  
ALL VOTING YES (SEE ATTACHED)
- 17 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, (RE)APPROVAL OF AGREEMENT WITH HARRIS COUNTY FOR AUTOPSY SERVICES WITH CONSIDERATION OF INCREASE IN FEES  
ALL VOTING YES (SEE ATTACHED)
- 18 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 10<sup>th</sup> DAY OF APRIL 2001 AT 10 42 A M  
ALL VOTING YES

  
\_\_\_\_\_  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2001\APR10 WPD

#5



## CITIZENS ADVISORY COMMITTEE 2001 REDISTRICTING

**PRECINCT 1**

- 1 JIMMY OWEN  
338 PAN AMERICAN DR.  
LIVINGSTON, TX 77351  
(936)327-4090 (WK. 327-8310)
- 2 ROBERT STEGER  
4503 INDIAN HILL  
LIVINGSTON, TX 77351  
(936)967-4652
- 3 JOHN BRAKEN  
Rt. 5 Box 312G  
LIVINGSTON, TX 77351  
(936)327-3972

**PRECINCT 3**

- 1 CAROLYN FLMORE  
DRAWER N  
DIBOLL, TX 75941  
(936)398-4535 (WK. 829-1430)
- 2 THFRMAN HULETT  
P O BOX 614  
CORRIGAN, TX 75939  
(936)398-5535
- 3 THELMA BARRINGER  
RT RT 1 BOX 146  
LIVINGSTON, TX 77351  
(936)398-2627

**PRECINCT 2**

- 1 RICHARD GFRARD  
11809 HWY 190 W  
LIVINGSTON TX 77351  
(936)646-3485 (WK. 365-2292)
- 2 MARK JONES  
P O BOX 1169  
LIVINGSTON, TX 77351  
(936)398-4201 (WK. 327-2111)
- 3 JUDY B. COCHRAN  
300 N WASHINGTON  
LIVINGSTON, TX 77351  
(936)327-4014

**PRECINCT 4**

- 1 JOF ROFDFR  
2058 WILSON LAKE  
LIVINGSTON, TX 77351  
(936)563 2688
- 2 FLOYD DICKFNS  
RT 3 BOX 508  
LIVINGSTON, TX 77351  
(936)563-2284
- 3 CLAYTON LILLEY  
RT 6 BOX 415  
LIVINGSTON, TEXAS 77351  
(936)563-4469

**"AT LARGE" POSITIONS**

- 1 COL. HOWARD DANIEL, JR.  
104 BISHOP  
LIVINGSTON, TEXAS 77351  
(936)365-2311
- 2 BUDD CARR  
100 RAINBOW DR.  
LIVINGSTON, TEXAS 77351  
(936)327-8873
3. KEVIN BATTISE  
RT 3 BOX 640  
LIVINGSTON, TEXAS 77351  
(936)563-4391







#8

East District 5 Headquarters

P O Box 38 Overton, TX 75684 • Phone (903) 834-6191 • Fax (903) 834-6257

# NEWS

## FOR IMMEDIATE RELEASE

04-10-01

### GULLEY NAMED COUNTY EXTENSION AGENT

OVERTON--Chadwick "Chad" H Gulley has been named County Extension Agent-4-H & Youth Development in Polk County, effective May 1, 2001, according to a joint announcement by County Judge John Thompson the Polk County Commissioners Court, and Tony Douglas, District Extension Director for the Texas Agricultural Extension Service

Gulley, who currently lives in Woodville, is a native of Tyler County He graduated from Colmesneil High School in Colmesneil, Texas, and attended Stephen F Austin State University at Nacogdoches where he was awarded a BS degree in Agriculture Business in <sup>December</sup> ~~May~~, 1995 Gulley, who was class President and Salutatorian of his senior class in 1991, was an active FFA member for four years, a member of Beta Club, listed Who's Who in American High School Students for two years, active competitor in UIL academic contests, placing in Science and Accounting, an all-round athlete and member of the Class A State Baseball Championship Team

Since graduating from SFASU, Gulley has served as Ranch Manager for Kara Farms near Woodville His primary responsibilities have included managing 250 head of commercial cattle, baling

- more -

Extension programs serve people of all ages regardless of socioeconomic level race color sex religion disability or national origin  
The Texas A&M University System, U.S. Department of Agriculture and the County Commissioners Courts of Texas Cooperating.

A member of The Texas A&M University System and its statewide Agriculture Program

**ADD ONE -- GULLEY NAMED COUNTY EXTENSION AGENT**

and selling Coastal bermudagrass-Tifton85 hay, managing reforestation projects, managing fisheries and wildlife projects, and installing/managing irrigation systems during times of drought

"Gulley will be working jointly with County Extension Agents Mark Currie and Sylvia Bivins not only in 4-H & Youth activities and events but in all programs sponsored by the Texas Agricultural Extension Service in Polk County," said Douglas

The Polk County Extension Office is part of the Texas Agricultural Extension Service, an agency of the Texas A&M University System. Local Extension programs extend university resources to local residents by providing practical information and education in the four broad areas of agriculture and natural resources, family and consumer sciences, 4-H and youth development, and community/economic development. The Extension Service is a cooperative effort of the United States Department of Agriculture, the State of Texas, and the local county government.

"I am excited and looking forward to living and working with the citizens of Polk County," Gulley commented. "I also, am very anxious to become part of the Extension staff in Polk County."

Gulley and his wife Keri, have been married for almost two years. Their hobbies include roping, riding horses and fishing.



**FOR MORE INFORMATION CONTACT**

Tony H. Douglas  
District Extension Director  
(903) 834-6191

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-330-301	Capital Project Revenue	-500 000 00			0 00	500 000 00	500 000 00
010-401-352	CommCourt Contingencies		3 119 00	Revenue Received Closing and misc Costs	54 500 00	57 589 30	16 911 70
010-409-573	Capital Project Land Purchase	503 119 00		Record Purchase of land	0 00	500 000 00	500 000 00
010-503-572	Office Equipment		650 00	Contender for County Clerk System	1 500 00	850 00	-650 00
010-503-573	Capital Outlay	650 00			10 000 00	10 650 00	650 00
010-465-316	Office Supplies		115 00	1/2 day visiting Judge for 258th District Court	500 00	305 00	-195 00
010-465-490	Contingencies	115 00			500 00	436 50	-63 50
010-512-427	Travel/Training		1 000 00	To cover actual expenses per Jail Admn	4 000 00	3 000 00	-1 000 00
010-512-453	Equipment Repairs		650 00		3 000 00	2 350 00	-650 00
010-512-490	Miscellaneous		275 00		1 000 00	725 00	-275 00
010-512-334	Paper/Sundry Supplies	1 925 00			10 200 00	12 125 00	1 925 00
010-401-352	CommCourt Contingencies		317 62	To cover travel expenses	54 500 00	37 270 68	-17 229 32
010-553-427	Travel/Training	317 62			0 00	317 62	317 62
010-342-900	Miscellaneous Revenue	-500 00		Reimbursement	10 000 00	10 500 00	500 00
010-560-454	Vehicle Repair	500 00			40 000 00	40 500 00	500 00
015-271-000	Fund Balance		15 690 00	Purchase reclaimed asphalt from TrDot to be allocated when received			
015-xxx-339	R & B Materials	15 690 00			45 000 00	43 076 00	-1 924 00
015-622-456	Parts / Repairs		1 154 00	Purchase of Office Furniture	0 00	1 924 00	1 924 00
015-622-572	Office Furnishings / Equipment	1 154 00		Purchase of Office Furniture			
015-623-337	Material/Supplies		500 00	To cover current expenses	10 000 00	6 587 50	-3 412 50
015-623-339	Construction Materials		1 000 00		27 800 00	14 944 15	-12 855 85
015-623-354	Tires/Tubes		2 593 00		10 000 00	3 793 48	-6 206 52
015-623-420	Telephone		150 00		2 000 00	1 850 00	-150 00
015-623-423	Mobile Phone/Pagers		1 000 00		3 000 00	2 000 00	-1 000 00
015-623-330	Fuel/Oil	3 132 64			35 000 00	27 487 92	-7 512 08
015-623-336	Oilvents	692 84			1 350 00	2 010 76	660 76
015-623-440	Electricity	188 23			2 500 00	2 188 23	-311 77
015-623-456	Parts/Repairs	1 229 29			20 000 00	49 285 42	29 285 42
090-101-000	Cash in Bank		2 130 00	To purchase car cage and automatic release for door	0 00	2 130 00	2 130 00
090-700-560	Transfer to General Fund	2 130 00			0 00	2 130 00	2 130 00
010-370-090	Transfer from Drug Forfeiture	2 130 00			0 00	2 130 00	2 130 00
010-560-394	Drug Dog Expense/Supplies	2 130 00			3 630 00		-3 630 00
		30,343 62	30,343 62	Total			

Approved By: *John A. Thompson*  
Date: 4/10/01

#12

POLK COUNTY  
By Bill Law County Auditor

Budget Revision  
#2000-34

April 11 2001

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
015-700-061 061-390-015	Transfer to Debt Service Transfer from R d & Bridge	493 025 79 -493 025 79		Record Sale of Assets (traders) to prepay TW	0 00 0 00	493 029 79 493 025 79	493 029 79 493 025 79
		<u>0 00</u>	<u>0 00</u>	Total			

Approved By *John P. Thompson*  
Date 4/10/01

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON TEXAS 77351

FIRST STATE BANK  
 COUNTY OF POLK TEXAS

NO 153871

PAY TO THE ORDER OF  
 MICHAEL ROBERTS  
 PT 2 BOX 1933  
 LIVINGSTON TX 77351

DATE 09/26/2000

CHECK NO 153871

\*\*\*\*\*6 DOLLARS 00 CENTS

AMOUNT \$6 00

VOID 60 DAYS AFTER DATE OF ISSUE

153871 @ 1131054651: 010 256

Handwritten: 6000

Handwritten: Michael Roberts

Handwritten: Treasurer

VENDOR 090058 PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	AMOUNT	INVOIC AMOUNT	INVOIC BALANCE
JUROR	9,11 00	6 00	6 00
TOTAL AMOUNT			6 00

POLK COUNTY • LIVINGSTON TEXAS 77351

*John H. Thompson*

FIRST STATE BANK  
COUNTY DEPOSITORY  
LIVINGSTON, TEXAS



STATE OF TEXAS  
THE TREASURER OF THE  
COUNTY OF POLK  
LIVINGSTON TEXAS 77351

NO 153823

AMOUNT

65 00

CHECK NO

153823

DATE

09 20 2000

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO THE ORDER OF  
KEVIN BECHARO  
P O BOX 2682  
LIVINGSTON TX 77351

TX 77351

*Kevin Becharo*  
Treasurer  
*John D. Longman*  
Auditor

VOID 90 DAYS AFTER DATE OF ISSUE

⑆010 256⑈

⑆153823⑆ ⑆663605465⑆

⑆ENR00 080044

PLEASE DETACH BEFORE DEPOSIT

⑆153823⑆

JLPOF

9 11 00

6 20 2000-85

TOTAL AMOUNT

6 00

POLK COUNTY • LIVINGSTON TEXAS 77351

*John D. Longman*

CHECK # 154302

BANK ACCT MAIN  
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 360 00  
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 \*\*\*\*\*80 00

PLEASANT AUTO SALES

RR 9 BOX 1380  
LIVINGSTON TX 77351

CHECK # 154302

010-228-000 GENERAL FUND  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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 INSK 80 00  
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CHECK # 157869

BANK ACCT MAIN 03/21 2001 \$20 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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\*\*\*\*\*20 00

SALONO COUNTY S O  
321 TUOLUME

VALLEJO CA 94590

CHECK # 157869

010-325-801 GENERAL FUND CC FEE 20 00

\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*





DATE OF 21 2004	ACCOUNT #	ACCOUNT NAME	JOUR	DEBIT	FILED	REF#	PERIOD	FORM	TIME
	2001 010-895-393	SAFETY TR - I CO SU		39 97		0JEB3737	06	VOID C#156393 WALMART	14 59 SC
	2001 010-895-394	SAFETY TR - I CO SU		49 97		0JEB3737	06	VOID C#156393 WALMART	14 59 SC
	2001 010-40-572	OFFICE FURNISHINGS		24 96		0JEB3737	06	VOID C#156393 WALMART	14 59 SC
	2001 010-101-110	CASH LIBARY		114 80					14 59 SC
	*** TOTALS								

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	12 759 25
085 FOLK COUNTY HISTORICAL COM	754 24
051 AGENS DEPT	785 75
085 TCCP GRANT#719027-RD MATERIALS	11 928 00
TOTAL OF ALL FUNDS	25 227 24

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

W H LAW

*Adrian H. Law*

COUNTY AUDITOR

JOHN P THOMPSON

*John P. Thompson*

COUNTY JUDGE

VENDOR PAGE 1

DATE 03/27/2001 09 01 17  
 VOUCHERS PAYABLE REGISTER  
 ALL RECORDS FROM 03 01 2001 TO 03 01 2001 LATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM REASON	INV #	P DATE	FA	VA	PJ	PD	MD	AMOUNT
TEXPOOL	2001 015-151-000	INVESTMENTS	TPA -FFP TO		21	1	N	06			70 0 00
	2001 010-151-000	INVESTMENTS	TRANSFER TO		03	1	N	06			5 0 00
											570 000 00
TOTAL CHECKS TO BE WRITTEN											570 000 00

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	50 00
TOTAL OF ALL FUNDS	50 00

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

W H LAW  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*William H. Law*

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 123 63
015 ROAD & BRIDGE ADM	386 60
032 ENVIRONMENTAL SERVICES	215 58
051 AGING DEPT	5 906 00
TOTAL OF ALL FUNDS	9 631 81

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

W M LAM  
 COUNTY AUDITOR  
 JONAS P THOMPSON  
 COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20 717 37
015 ROAD & BRIDGE ADM	5 817 61
022 ENVIRONMENTAL SERVICES	2 435 50
051 AGING DEPT	276 51
TOTAL OF ALL FUNDS	29 246 99

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*William H. Law*  
 \_\_\_\_\_  
*John P. Thompson*  
 \_\_\_\_\_

DATE 03/27/2001 ELECTRONIC FEDERAL TAX PAYMENTS VENDOR PAGE 1  
REF # VEN # VENDOR NAME AMOUNT  
ACH188 FIRST STATE BANK \$66 649 92  
ACH189 POLK CO PAYROLL ACCT \$200 663 99  
TOTAL AMOUNT \$267 313 91

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2 083 44
015 ROAD & BRIDGE ADM	1 073 78
027 SECURITY FUND	30 00
032 ENVIRONMENTAL SERVICES	215 55
051 AGING DEPT	25 00
101 ADULT SUPERVISION	240 43
165 CCAP JUVENILE PROBATION	83 34
TOTAL OF ALL FUNDS	4 551 54

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

W H LAW

*William H. Law*

COUNTY AUDITOR

JOHN P THOMPSON

*John P. Thompson*

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	521 705 44
015 ROAD & BRIDGE ADM	936 69
027 SECURITY FUND	3 00
032 ENVIRONMENTAL SERVICES	5 614 86
049 DISTRICT ATTY HOT CHECK FUND	95 59
051 AGING DEPT	83 74
061 DEPT SERVICE FUND	32 522 64
088 JUDICIARY FUND	354 16
093 CO CLERK RECORDS MGMT FUND	14 00
TOTAL OF ALL FUNDS	561 330 12

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

W H LAN

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W H Lan*  
*John P Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 600 00
029 POLK COUNTY HISTORICAL COMM	31 97
051 AGING DEPT	321 00
095 TCCP GRANTS 719027-PC MATERIALS	49 963 96
TOTAL OF ALL FUNDS	54 916 93

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

W H LAV  
COUNTY AUDITOR  
*William H Lav*

JOHN P THOMPSON  
COUNTY JUDGE  
*John P Thompson*

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	128 666 69
015 ROAD & BRIDGE ADM	32 271 92
027 SECURITY FUND	775 58
032 ENVIRONMENTAL SERVICES	7 586 12
048 DISTRICT ATTY SPECIAL FUND	311 63
051 AGING DEPT	4 265 70
083 MUSEUM OPERATING FUND	137 26
101 ADULT SUPERVISION	19 676 07
108 CCP SURVEILLANCE	2 324 47
109 SPECIALIZED CASELOAD CCP	904 65
184 JUVENILE PROBATION	2 236 17
185 CCAP JUVENILE PROBATION	6 661 35
TOTAL OF ALL FUNDS	205 817 61

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

*W. K. Law*

W K LAW

COUNTY AUDITOR

*John P. Thompson*

JOHN P THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
032 ENVIRONMENTAL SERVICES	60 72
049 DISTRICT ATTY HOT CHECK FUND	64 80
TOTAL OF ALL FUNDS	125 52

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

W H LAW

*William H Law*

COUNTY AUDITOR

JOHN P THOMPSON

*John P Thompson*

COUNTY JUDGE

ADDITIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	850 00
049 DISTRICT ATTY HOT CHECK FUND	176 20
TOTAL OF ALL FUNDS	1 026 20

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

W M LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W M Lam*  
*John P Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
049 DISTRICT ATTY HOT CHECK FUND	78 72
TOTAL OF ALL FUNDS	78 72

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

*W H Law*

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P Thompson*

ADDITIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	188 645 61
015 ROAD & BRIDGE FUND	27 590 21
017 LATERAL FUND	1 961 04
027 SECURITY FUND	69
032 ENVIRONMENTAL SERVICES	17 718 10
040 LAW LIBRARY FUND	228 06
051 AGING DEPT	7 441 98
061 DEBT SERVICE FUND	6 355 35
090 DRUG FORFEITURE FUND	657 14
TOTAL OF ALL FUNDS	250 598 18

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

W M LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*William H. Law*

*John P. Thompson*

Addendum Schedule of Bills for Court Dated 04/10/2001

FY 2001

Clifton Chevrolet, Inc	2,709 00	Sheriff Dept
Cook Land Surveying	630 00	Co Judge
County Clerk	13 50	Co Clerk
East Texas Truck & Mill Supply	208 77	RB # 3
Etox	106 66	RB # 3
Excel Reporting & Assoc	115 00	Judiciary
Glazier Foods Co	444 65	Jail
Hi-Way Equipment	876 82	RB # 3
Hughes Oil Co	3 334 57	RB # 3
Hunter s Electric	56 25	RB # 3
Jimmy s Auto Parts	36 99	RB # 3
Lube Depo	141 50	RB # 2
Mustang Tractor Lquip	126 06	RB # 3
Myers Ry	317 62	Constable # 3
Red Barn	228 70	RB # 1
Sanders Lilecn/DBA Glass Etc	1 000 00	Sheriff Dept
Scimins Ince	96 60	Extension
Shep Green	723 45	Waste Mgmt
Smith Marion Fix Assessor	42 25	Tax Office
Spike s Tire Center	30 00	RB # 4
Stoy Wright	249 00	Co Judge
Sysco	1,879 30	Jail
Texas Dept of Transportation	15 690 00	RB Expense
Thomas Supply	751 78	RB # 3
Windham and Sons Inc	9 975 00	Waste Mgmt
Vantronix	90 13	Waste Mgmt
Total	<u>53 5741 23</u>	

*John P. Thompson*



11/11/11

DATE MARCH 27 2001 THRU APRIL 10 2001

NO	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP	ACTION
					STEP & WAGE	TAKEN

DATE MARCH 27 2001 THRU APRIL 10 2001

NO	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP	ACTION
					STEP & WAGE	TAKEN
(1)	JAMIE D WATTS	JAIL	#1038 DEPUTY SHERIFF (TRANS)	LABOR POOL 400 HRS	16(1) \$10.94 HR	PROMOTION TO #1053 F/T CORRECTIONS OFFICER 15/1 \$21,661.22 EFFECTIVE 04/03/2001
(2)	STEVEN L JONES	JAIL	#1055 CORRECTION OFFICER	LABOR POOL 900 HRS	12(1) \$9.99 HR	NEW HIRE EFFECTIVE 04/11/2001
(3)	MARY J CAIN	SHERIFF	#1036 DETECTIVE	REGULAR FULL TIME	18/3 \$26,369.06	TRANS TO D.A. #1124 INVESTIGATOR (HOT CHECKS) 17/6 \$27,040.34 EFFECTIVE 04/11/2001
(4)	MARY J CAIN	DISTRICT ATTORNEY	#1036 DETECTIVE	REGULAR FULL TIME	TCLOSE CERT PAY \$4,500.00	TRANS TO D.A. TCLOSE ADVANCED CERTIFICATE PAY EFFECTIVE 04/11/01
(5)	JOANNA L BROWN	DISTRICT CLERK	#105 DEPUTY CLERK	REGULAR FULL TIME	10/3 \$17,801.76	NEW HIRE EFFECTIVE 04/18/2001
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						



#16

ENGINEERING CONTRACT

## PART I - AGREEMENT

THIS AGREEMENT entered into this 12th day of March, 2001 by and between the County of Polk hereinafter called the "Locality" acting herein by John Thompson, County Judge, hereunto duly authorized, and Goodwin-Lasiter, Inc. hereinafter called "Firm" acting herein by Phillip Goodwin, President

## WITNESSETH THAT

WHEREAS the County of Polk desires to implement a FY-2001 Water Improvements Project under the general direction of the Texas Community Development Program and Whereas the Locality desires to engage Goodwin-Lasiter, Inc., to render certain services in connection with its FY-2001 Water Improvements Project.

NOW THEREFORE, the parties do mutually agree as follows

1. Scope of Services

Part II Scope of Services, is hereby incorporated by reference into this Agreement

2. Time of Performance - The services of the Firm shall commence on \_\_\_\_\_  
\_\_\_\_\_ In any event all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_3. Access to Information - It is agreed that all information, data reports and records and maps as are existing available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Locality and its agencies No charge will be made to the Firm for such information and the Locality and its agencies will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$38,500.00 Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.5. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions

imposed or required under the Social Security, worker's compensation and income tax laws

**6 Miscellaneous Provisions**

- a This Agreement shall be construed under and accord with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Polk County Texas
- b This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs executors administrators legal representatives successors and assigns where permitted by this Agreement
- c In any case that one or more of the provisions contained in this Agreement shall be for any reason held to be invalid illegal or unenforceable in any respect such invalidity illegality or Unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein
- d If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorney's fees costs and necessary disbursements in addition to any other relief to which such party may be entitled
- e This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement
- f A time schedule (Exhibit A) will be furnished by the Firm It will include a specified listing of activities and time frames in which they will be completed Said Schedule shall be attached to and made a part of this Contract
- g The Project "contact person" or "lead man" for the engineering firm is Pat Oates, P.E.
- h The Locality's contact person, in regard to all matters concerning this Contract, shall be John Thompson, County Judge or his official designee
- i Special Provisions to this Contract for Professional Services Federal Requirements Part IV Where there is a conflict between any provision in the Contract and said Attachment the Attachment shall always govern

7 **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein

**IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.**

CLIENT

FIRM

COUNTY OF POLK

GOODWIN-ASITER, INC.

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

BY *Phillip Goodwin*  
Phillip Goodwin, President

ATTEST *Barbara Middleton* ATTEST *Lee H. Dittus*

BARBARA MIDDLETON  
COUNTY CLERK, POLK COUNTY

**PART II**

**PROFESSIONAL ENGINEERING SCOPE OF SERVICES**

The Engineering Firm shall render the following professional services necessary for the implementation of the project (These are not in order of performance )

**SCOPE OF SERVICES**

- 1 Attend preliminary conferences with the Locality regarding the requirements of the project
- 2 Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and if applicable furnish to the Locality
  - (a) Name and address of property owners
  - (b) Legal description of parcels to be acquired
  - (c) Map showing entire tract with designation of part to be acquired
- 3 Make any necessary surveys of existing rights-of-way topography, utilities, or other field data required for proper design of the project Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings core borings soil tests or other subsurface explorations laboratory testing and inspecting of samples or materials other special consultations The Engineer will review any tests required and act as the Locality's representative in connection with any such services
- 4 Prepare and acquire railroad/highway permits
- 5 The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area The Engineer shall show locations of existing infrastructures according to record information, as applicable on the construction plans
- 6 Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality to include preliminary layouts sketches and cost estimates for the project and to set forth clearly the Engineer's recommendations to be completed within 90 days of contract execution

- 7 Furnish the Locality five (5) copies of the preliminary report (One copy of said report shall be furnished to the Grant Administrator)
- 8 Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance, including TNRCC approval
- 9 Prepare bid packet/contract documents/advertisements for bids (Bid package shall be furnished by the Locality's Grant Consultant )
- 10 Incorporate any and all wage rate modifications or supersedeas via bid addendum (if applicable)
- 11 Conduct bid opening and prepare minutes
- 12 Tabulate, analyze and review bids for completeness and accuracy
- 13 Jointly with Grant Administrator conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed
- 14 Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator
- 15 Provide in all proposed construction bids deductive alternatives where feasible, so that should the lowest responsible base bid for construction not exceeding the funds available can be selected
- 16 Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504, where applicable
- 17 Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have TDHCA approval
- 18 Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract
- 19 Consult with and advise the Locality during construction, issue to contractors all instructions required by the Locality, and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer, provide price analysis for change orders, process and submit change orders to Grant Administrator for approval prior to execution by Locality

- 20 Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site)
- 21 Based on the Engineer's on-site observations and review of the contractor's applications for payment determine the amount owing to the contractor in such amounts such approvals of payment to constitute a representation to the Locality based on such observations and review that the work has progressed to the point indicated and that the quality of work is in accordance with the plans specifications and contract documents
- 22 Require that a 10% retainage be withheld from all payments on construction contracts until final acceptance by the Locality and approval by TDHCA unless State or local law provides otherwise
- 23 Prepare Certificate of Construction Completion
- 24 Conduct interim/final inspections
- 25 Revise contract drawings to show the work as actually constructed and furnish the Locality with a set of "record drawings" plans

**CONSTRUCTION SUBCONTRACTS** Engineer shall meet the following provisions through the Construction Documents except as shall be the responsibility of the Grant Administrator

- 1 No work under this Contract shall be subcontracted by Engineer without prior approval in writing, from the Locality
- 2 The Engineer shall prior to proceeding with the work, notify Locality in writing of the name of the subcontractors proposed for the work, including the extent and character of the work to be done by each
- 3 If any time during progress of the work the Locality determines that any subcontractor is incompetent or undesirable the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem substitute performance or cancel such subcontract Subletting by subcontractors shall be subject to the same regulations Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality
- 4 The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards orders or requirements issued under Section 306 of the Clean Air Act [42 U S 1857 (h)] Section 508 of the Clean Water Act (33 U S C 1368d) Executive Order 11738



and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDHCA and to the U S Environmental Protection Agency Assistant Administrator for Enforcement

- 5 The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10 000) provisions or conditions which will allow for administrative contractual or legal remedies in instances which violate or breach contract terms and provide for such sanctions and penalties as may be appropriate
- 6 The Engineer will include in all contracts and subcontracts in excess of \$10 000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer
- 7 The Engineer will include in all contract and subcontracts in excess of \$10,000 provisions requiring compliance with the following
  - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex color, national origin, physical or mental disability, marital status, parenthood, or age
  - b. Executive Order 11246-Equal Employment Opportunity
  - c. Copeland Anti-Kickback Act.
  - d. Davis-Bacon Act
  - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
  - f. A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - g. Section 3 of the Housing and Urban Development Act of 1969
  - h. Title VI of the Civil Rights Act of 1964
- 8 The Engineer will include in all negotiated contracts and subcontracts a provision

which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this Contract and its principals.

- 9 The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDHCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 10 The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

#### **STANDARD OF PERFORMANCE AND DEFICIENCIES**

- 1 All services of the Engineer and its independent professional associates, consultants, and subcontractors will be performed in a professional, reasonable, and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
- 2 The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- 3 Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
- 4 The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

- 5 Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort
  
- 6 If Locality shall request resident inspection (observation) the Engineer shall furnish said services at a cost of \$ 590 00 per day, not to exceed \$ 88,500 00 All Inspection Services required as a result of the Construction Contractor's failure to perform shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by locality

The "not-to-exceed" price shown above is calculated at the per day cost times the estimated construction time of 150 working days

**PART III**  
**EXHIBIT A**  
**TIME SCHEDULE\***  
**PROFESSIONAL ENGINEERING SERVICES**  
**POLK COUNTY**

The following are estimated completion dates for the project

- 1) Completion of Preliminary Engineering June 11, 2001
- 2) Approval of Plans and Specifications September 10, 2001
- 3) Completion of bid advertisement and Contract Award October 11, 2001
- 4) Completion of Construction Staking November 5, 2001
- 5) Construction Commencing November 19, 2001
- 6) Completion of final inspection and acceptance by the Locality and submittal of Record Drawings November 1, 2002

\*This time schedule is predicated on the receipt of the executed Agreement by the Engineering Firm by April 2, 2001

Upon completion and approval of the construction plans we will coordinate with the City and its Grant Administrator as to the best time to bid in order to obtain the most favorable bids

The estimated construction time frame is based on working days less holidays, weekends and estimated allowances for weather delays due to the construction phase anticipated to occur during wet weather months (November through May)



**PART III**  
**PAYMENT SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES**

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount. Each item can be billed based on a percentage of work complete.

1)	Completion of Preliminary Engineering Study	<u>7</u> %
2)	Approval of Plans and Specifications	<u>65</u> %
3)	Completion of bid advertisement and Contract Award	<u>9</u> %
4)	Completion of Construction Staking	<u>2</u> %
5)	Construction	<u>12</u> %
6)	Completion of final inspection and acceptance by the Locality and submittal of As Built Plans to Locality	<u>5</u> %
	<b>TOTAL</b>	<b>100 %</b>



**GOODWIN • LASITER, INC**  
ENGINEERS • ARCHITECTS • SURVEYORS

936 637 4900  
FAX 936 637 6330  
goodwin@lcc.net

March 19, 2001

Polk County  
Third Floor – Polk County Courthouse  
101 West Church Street  
Livingston Texas 77351

Attn John P Thompson, County Judge

RE 2001 TCDP Water Project  
Engineering Services

Dear Judge Thompson

We appreciate Polk County's selection of Goodwin-Lasiter, Inc as the Engineering firm for the 2001 TCDP Water Project. This letter represents our cost proposal for providing professional engineering services for the project. The intent of the project is to construct the following improvements pertaining to Tempe Water Supply Corporation's (W S C) system:

- Construct a gravel walled water well
- Construction of a water plant including storage and pressure facilities

Goodwin Lasiter, Inc proposes to provide professional engineering services to assist the County and Tempe W S C in meeting the above requirements and objectives. The scope of services and associated costs are as follows:

Preliminary Engineering	\$ 2,695.00
Plans and Specifications	\$ 25,025.00
Bidding, Advertisement, Contract Award	\$ 3,465.00
Construction Staking	\$ 770.00
Construction Phase	\$ 4,620.00
Final Inspection / As-built "Record Drawings"	\$ 1,925.00
<b>TOTAL</b>	<b>\$ 38,500.00</b>

We appreciate this opportunity and look forward to working with you on this project.

Sincerely,

  
Pat G. Oates, P.E.  
P.G.O. 2/2/01

cc David Waxman David J Waxman, Inc

1609 SOUTH CHESTNUT • SUITE 202 • LUFKIN TEXAS 75901

TABLE 2 BUDGET JUSTIFICATION

POLK COUNTY  
 WATER IMPROVEMENTS PROJECT  
 2001 TCDP GRANT APPLICATION  
 (Tempe W S C)

A ACTIVITY	B LABOR OR UNIT PRICE	C MATERIALS OR NO OF UNITS	D TOTAL CONSTRUCTION COSTS	E ACQUISITION COSTS	F ENGINEERING ARCHITECTURAL COSTS	G TOTAL ACTIVITY COSTS	H ANNUAL PROJECTED O & M COSTS
WATER FACILITIES - WELL (Activity #1A)							
1 Mobilization & Set-up	12,000.00	1 LS	12,000.00				Source of Funds Tempe W S C  Projected Costs 5000/Yr  NOTE: Test Hole estimated for 500 feet. Based on existing wells in the area, the water bearing sand is estimated to be from 250 to 300 feet deep. The additional 200 feet of test hole is planned to explore other possible water bearing formation(s).
2 Pilot Test Hole	25.00	500 LF	12,500.00				
3 Mechanical Sieve Analysis	25.00	20 EA	500.00				
4 Electric Log Alignment Surveys	4,000.00	1 EA	4,000.00				
5 Cone Packer Pumping Test	10,000.00	1 EA	10,000.00				
6 Surface (Conductor) Casing	2,000.00	1 EA	2,000.00				
7 Ream Well from Surface to Bottom	25.00	300 LF	7,500.00				
8 8" Main Casing	60.00	250 LF	15,000.00				
9 4" Blank Liner	20.00	110 LF	2,200.00				
10 4" Stainless Steel Screen	60.00	50 LF	3,000.00				
11 20" Dia Underream	60.00	60 LF	3,600.00				
12 Caliper Log Survey	4,000.00	1 EA	4,000.00				
13 Gravel Filter Pack	450.00	6 CY	2,700.00				
14 Extended Pump Test	150.00	36 HR	5,400.00				
15 Well Development	10,000.00	1 LS	10,000.00				
16 Pump Setting	12.00	200 LF	2,400.00				
17 Pump Column	15.00	200 LF	3,000.00				
18 Pump Stages	750.00	6 EA	4,500.00				
19 Pump Motor Drive	3,000.00	1 LS	3,000.00				
20 Wellhead Surface Block	5,000.00	1 LS	5,000.00				
WELL CONSTRUCTION TOTAL (This Page Only)			\$112,300.00				

*Pat G. Oates*

SIGNATURE OF REGISTERED ENGINEER/ARCHITECT RESPONSIBLE FOR BUDGET JUSTIFICATION

(SEE PAGE 2 FOR CONTINUATION)



PHONE NO (936) 637-4900

DATE 8-4-00

## PART IV

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT ENGINEERING AND/OR ARCHITECTURAL SERVICES

- 1 Termination of Contract for Cause If through any cause the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract or if the Firm shall violate any of the covenants agreements or stipulations of this Contract the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In such event all finished or unfinished documents data studies surveys drawings maps models photographs and reports prepared by the Firm under this Contract shall at the option of the City/County become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm and the City/County may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due the City/County from the Firm is determined.

- 2 Termination for Convenience of the City/County The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm Paragraph 1 hereof relative to termination shall apply.
- 3 Changes The City/County may from time to time request changes in the scope of the services of the Firm to be performed hereunder. Such changes including any increase or decrease in the amount of the Firm's compensation which are mutually agreed upon by and between the City/County and the Firm shall be incorporated in written amendments to this Contract.
- 4 Personnel
- a The Firm represents that he/she has or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.



- 5 Assignability The Firm shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City/County thereto. Provided however that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
- 6 Reports and Information The Firm at such times and in such forms as the City/County may require shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 7 Records and Audits The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87 Section 570.490 of the Regulations and this Contract. Such records must include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in or beneficiaries of the funds provided under this Contract. City/County shall retain such records and any supporting documentation for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
- 9 Findings Confidential All of the reports, information, data, etc. prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
- 9 Copyright No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
- 10 Compliance with Local Laws The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11 Equal Employment Opportunity During the performance of this Contract, the Firm agrees as follows:
- a The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause

- b The Firm will in all solicitation or advertisements for employees placed by or on behalf of the Firm state that all qualified applicants will receive consideration for employment without regard to race creed color sex handicap or national original
  - c The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials
  - d The Firm will include the provisions a through c in every subcontract or purchase order unless exempted
- 12 Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964 no person shall on the grounds of race color or national origin be excluded from participation in be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance
- 13 Section 109 of the Housing and Community Development Act of 1974
- a No person in the United States shall on the ground of race color national origin or sex be excluded from participation in be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title
- 14 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
- a The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U S C 1701u Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project
  - b The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C F R 235 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements
  - c The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding if any a notice advising the said labor organization

or workers representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training

- d The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 C F R Part 135 The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C F R Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations
- e Compliance with the provisions of Section 3 the regulations set forth in 24 C F R Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or recipient for such assistance its successors and assigns Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 C F R Part 135

15 Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified The contractor agrees to take affirmative action to employ advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following Employment upgrading demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship
- b The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act
- c In the event of the contractor's non-compliance with the requirements of this clause actions for non-compliance may be taken in accordance with the rules regulations and relevant orders of the Secretary of Labor issued pursuant to the Act
- d The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director provided by or through the contracting officer Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees

- e The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals
  - f The contractor will include the provisions of this clause in every subcontract or purchase order of \$2 500 or more unless exempted by rules regulations or orders of the Secretary issued pursuant to Section 503 of the Act so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for non-compliance
- 16 . Interest of Members of a City/County No member of the governing body of the City/County and no other officer employee or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest direct or indirect in this Contract and the Firm shall take appropriate steps to assure compliance
- 17 Interest of Other Local Public Officials No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest direct or indirect in this Contract and the Firm shall take appropriate steps to assure compliance
- 18 Interest of Firm and Employees The Firm covenants that he/she presently has no interest and shall not acquire interest direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed

#17  
APR 03 2001

COPY

## INTERLOCAL CONTRACT FOR PERFORMANCE OF AUTOPSIES

In order to increase the efficiency and effectiveness of local government pursuant to the Interlocal Cooperation Act, TEX GOV T CODE ANN §§ 791 001 - 791 032 (Vernon 1994 & Supp 2001) **HARRIS COUNTY** and **POLK COUNTY**, each being a county of the State of Texas, contract and agree that Harris County will provide certain governmental functions or services described in this Agreement to Polk County through the Office of the Harris County Medical Examiner ( the Harris County Medical Examiner ) in exchange for the consideration described below

### RECITALS OF PURPOSE

Pursuant to TEX CODE CRIM PROC ANN art 49 25 (Vernon 1979 & Supp 2001), Harris County has established and maintains the office of medical examiner,

Pursuant to TEX CODE CRIM PROC ANN art 49 04 (Vernon Supp 2001), in counties with no medical examiner a justice of the peace is required to conduct an inquest into the death of a person who dies in the county under certain circumstances

Pursuant to TEX CODE CRIM PROC ANN art 49 10 (Vernon Supp 2001), if the justice of the peace determines that an autopsy is necessary, he or she must request a physician to perform the autopsy, and

Polk County desires the services of the Harris County Medical Examiner to perform autopsies on persons who died in Polk County and to provide sworn testimony in connection with any inquest by a Justice of the Peace or any criminal investigation or prosecution conducted by a prosecuting attorney

### TERMS, RIGHTS, AND DUTIES OF THE CONTRACTING PARTIES

#### I DURATION OF AGREEMENT

The term of this Agreement begins on April 1, 2001 and ends on March 31, 2002 unless terminated in accordance with its provisions

#### II PUBLIC HEALTH AND WELFARE SERVICES

A Autopsies If a justice of the peace in Polk County determines pursuant to TEX CODE CRIM PROC ANN art 49 10 (Vernon Supp 2001) that an autopsy is necessary on a person who has died in Polk County, the Justice of the Peace may request the Harris County Medical Examiner to perform the autopsy Each autopsy request must be (1) **in writing**, (2) accompanied by an **order** signed by the justice of the peace that an autopsy be performed on the deceased person, and (3) include a request for **chemical analysis** to determine cause of death as deemed appropriate by the Harris County Medical

Examiner Each autopsy request shall be directed to "The Office of the Harris County Medical Examiner" Each autopsy request or deceased person shall also be accompanied by a legible copy of (1) a fully completed informational form titled "Harris County Medical Examiner Investigative Report (the most current version of which is attached), (2) the police report, (3) and any hospital records Autopsies shall be performed under the administrative control and direction of the Harris County Medical Examiner and shall include the duties that are customarily performed by one holding the position of County Medical Examiner when performing an autopsy pursuant to Chapter 49 of the Texas Code of Criminal Procedure

**B Chemical Analysis** The Harris County Medical Examiner shall conduct chemical analysis if considered appropriate for the autopsy to determine cause of death by poison or other chemical substance in the body pursuant to TEX CODE CRIM PROC ANN art 49 11 (Vernon Supp 2001)

**C Testimony** Any Polk County justice of the peace or prosecuting attorney may request in writing that the Harris County Medical Examiner provide sworn testimony regarding the cause of death of a person autopsied

**D Reports** Upon completion of the autopsy, the Harris County Medical Examiner shall send a report setting forth the findings in detail to the office of the Justice of the Peace who requested the autopsy The Harris County Medical Examiner shall keep full and complete records in accordance with TEX CODE CRIM PROC ANN art 49 25 §11 (Vernon Supp 2001)

**E Other** Harris County, acting through the Harris County Medical Examiner, agrees to furnish facilities personnel equipment, and supplies necessary to perform the autopsies

**F Transportation** Polk County shall have sole responsibility for transporting the deceased person to the Harris County Medical Examiner for autopsy and returning the body to Polk County upon completion of the autopsy

### III CONSIDERATION FOR SERVICES

**A Autopsy Fee** In consideration for the services provided by Harris County under this Agreement, Polk County shall pay Harris County the sum of ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200) for each autopsy performed for Polk County between April 1, 2001 and May 31, 2001 (inclusive) and ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500 00) for each autopsy performed for Polk County between June 1, 2001 and March 31 2002 (inclusive) Polk County fully understands and agrees that once a case number is assigned and a person who has died in Polk County is delivered to the Harris County Medical Examiner pursuant to a request for autopsy Polk County must pay the basic fee

**B Special Tests** Polk County shall pay the reasonable cost to Harris County for any special tests requested or deemed appropriate by the Harris County Medical Examiner that are ordered from off site laboratories including but not limited to, DNA tests, certain tests for identification purposes and chemical analysis pursuant to TEX CODE CRIM PROC ANN art 49 11 (Vernon Supp 2001)

**C Testimony** Polk County shall pay Harris County the additional sum of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per hour for the time spent by the Harris County Medical Examiner or assistants in providing sworn testimony in connection with an autopsy for Polk County including travel time and any time spent waiting to provide sworn testimony.

**D Invoice** By the next business day following the first ten (10) days of the subsequent calendar month commencing with the calendar month of May, 2001, Harris County agrees to submit to Polk County a written invoice requesting payment for the services performed under this Agreement during the preceding calendar month. Such invoice shall include the total number of autopsies performed for Polk County, the date or dates that the autopsies were performed, and the total amount due for services performed. Polk County shall pay the total amount of the invoice within thirty (30) days of the date the date Polk County receives the invoice. If Polk County fails to pay the full amount due within sixty (60) days of the date of the invoice, the Harris County Medical Examiner will refuse to receive or accept any additional cases or requests for autopsies from Polk County until all outstanding invoice amounts are paid in full.

**E Fair Compensation** Harris County and Polk County agree and acknowledge that the contractual payments in this agreement are reasonable and fairly compensate Harris County for the services or functions performed under this Agreement.

#### IV FUNDS

**A Current Funds** Polk County agrees and acknowledges that the contractual payments in this agreement by Polk County shall be made to Harris County from current revenues available to Polk County.

**B Certified Availability** Polk County has available and has specifically allocated FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00) as evidenced by a certification of funds by the Polk County Auditor. The total maximum payments that Polk County is obligated to make under this Agreement shall not exceed the amounts that Polk County makes available from current funds for this Agreement as evidenced by a certification of funds by the Polk County Auditor.

**C Overdue Payments** Polk County and Harris County understand that Chapter 2251 of the Texas Government Code applies to this Agreement, including overdue payments.

**D Other Statutory Liability** This Agreement is not intended to limit any statutory liability of Polk County under Chapter 49 of the Texas Code of Criminal Procedure to pay for services provided by Harris County when the funds certified by Polk County are no longer sufficient to compensate Harris County for the services provided under this Agreement.

V  
TERMINATION

A Insufficient Funding If Polk County defaults in the payment of any obligation in this Agreement, Harris County is authorized to terminate this Agreement without notice. In addition, in the event funds certified available by Polk County for this Agreement are no longer sufficient to compensate Harris County for the services provided under this Agreement, Harris County may immediately terminate this Agreement and Harris County shall have no further obligation to perform any services until Polk County certifies sufficient additional current funds. In the event funds certified available by Polk County for this Agreement are no longer sufficient to compensate Harris County for the services provided under this Agreement, Polk County Commissioners Court understands that it is free to consider whether to specifically allocate and certify as available any additional amounts reasonably necessary to fully discharge any and all liabilities that may reasonable be expected for any and all functions services, or other things obtained from Harris County under this Agreement. Polk County agrees to immediately notify Harris County regarding any additional certification of funds by Polk County for this Agreement.

B With Notice It is understood and agreed that Harris County or Polk County may terminate this Agreement, with or without cause, prior to the expiration of the term set forth above upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination Harris County shall submit its termination invoice showing the payments owing for the month in which termination occurs in the manner set out above for submitting monthly invoices.

VI  
COMMUNICATIONS

A Requests for Autopsy Supporting paperwork and requests for autopsies by Polk County Justices of the Peace should be sent to the Harris County Medical Examiner as follows:

The original JP Order and request should be sent with the deceased person to the Harris County Medical Examiner, 1885 Old Spanish Trail, Houston TX 77054.

In exigent circumstances the JP Order and request may be faxed to 713-796-6842 on "fine" or "high" resolution setting to the attention of the Chief Investigator.

B Polk County Any notice permitted or required to be given to Polk County by Harris County may be given by certified United States Mail postage prepaid return-receipt requested, addressed to Polk County at the following address:

Attn: County Judge  
Commissioners Court of Polk County  
(County Courthouse)  
Livingston Texas 77351



C Harris County Any notice permitted or required to be given by Polk County to Harris County may be sent by certified United States Mail, postage prepaid return-receipt requested, addressed to Harris County at the following address

Attn County Judge  
Commissioners Court of Harris County  
Harris County Administration Building  
1001 PRISTON ST SUITE 911  
HOUSTON TEXAS 77002 1896

In addition, a copy of any notice or communication given by Polk County to Harris County must also be sent by Polk County to the Harris County Medical Examiner

Fax 713-796-6828  
Attn Administrative Manager  
Harris County Medical Examiner  
1885 OLD SPANISH TRAIL  
HOUSTON TX 77054 2098

D Notice Date Any notice mailed as provided in this Agreement shall be deemed given and completed upon deposit in the United States Mail Either party may designate a different address by giving the other party ten days' written notice

VII  
MISCELLANEOUS

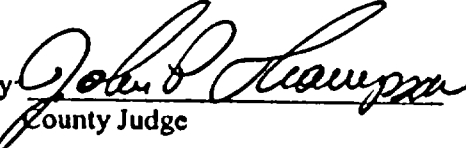
This instrument contains the entire Agreement between the counties relating to the rights granted and the obligations assumed This Agreement cannot be changed except by a written subsequent modification authorized by both counties Any oral representation or modification concerning this Agreement shall be of no force or effect This Agreement may be executed in duplicate counterparts each having equal force and effect of an original This Agreement shall become binding and effective only after it has been authorized by both Counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution

HARRIS COUNTY

By  \_\_\_\_\_  
ROBERT ECKELS  
County Judge

Date signed APR 03 2001

POLK COUNTY

By  \_\_\_\_\_  
County Judge

Date signed 4/10/01

APPROVED

By Joyce M. Carter, M.D.  
Joyce M. Carter, M.D., FCAP  
Harris County Medical Examiner

APPROVED AS TO FORM

MICHAEL A. STAFFORD  
Harris County Attorney



By \_\_\_\_\_  
Clyde R. Leuchtag  
Assistant County Attorney

**CERTIFICATION OF FUNDS**

I certify that funds are available in the amount of \$4 000 00 to pay the obligations of Polk County under this Agreement

William H. Law  
Polk County Auditor

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_ APR 03 2001, 20\_\_\_\_ with the following members present

- Robert Eckels County Judge
- El Franco Lee Commissioner Precinct No 1
- James Fonteno Commissioner, Precinct No 2
- Steve Radack Commissioner Precinct No 3
- Jerry Eversole Commissioner, Precinct No 4

and the following members absent None

constituting a quorum, when among other business the following was transacted

**ORDER AUTHORIZING INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND POLK COUNTY FOR THE PERFORMANCE OF AUTOPSY SERVICES BY THE OFFICE OF HARRIS COUNTY MEDICAL EXAMINER**

Commissioner LEE introduced an order and moved that the Commissioners Court adopt the order. Commissioner EVERSOLE seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote

AYES	Vote of the court.	
NAYS	AYES	4 (Commissioners Lee, Fonteno, Radack, and Eversole)
ABSTENTIONS	NO'S	0
	ABSTENTIONS.	1 (Judge Eckels)

The County Judge announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows

**IT IS ORDERED** that the County Judge of Harris County is authorized to execute the attached Interlocal Agreement with Polk County for the performance of autopsy services by the Office of Harris County Medical Examiner for certain deaths that occur in Polk County

Presented to Commissioners' Court

APR 03 2001

APPROVE \_\_\_\_\_  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

