



**POLK COUNTY COMMISSIONERS COURT**  
**October 22, 2002**  
**10 00 A M**

Polk County Courthouse, 3rd floor  
Livingston, Texas

**2002-109**

**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**

**COPY**

- 1 CALL TO ORDER
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
- 4 APPROVAL OF MINUTES OF THE MEETING OF October 8 2002 (Regular)
- 5 CONSIDER ACCEPTANCE OF CERTAIN ROADS AS FOLLOWS IN PINE HARBOR SUBDIVISION (PCT 2) FOR COUNTY MAINTENANCE PURPOSES TREE HARBOR DRIVE YAUPON HARBOR TALLOW STREET AND PINE TALLOW STREET
- 6 RATIFY AUTHORIZATION FORM APPOINTING THE FIRM OF ALLISON BASS & ASSOCIATES AS LEGAL REPRESENTATION IN A CERTAIN CLASS ACTION LITIGATION
- 7 CONSIDER APPROVAL OF CONTRACT WITH TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES RELATING TO TITLE IV E CHILD WELFARE PROGRAM
- 8 CONSIDER APPROVAL OF CONTRACT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) FOR FY03 SOLID WASTE IMPLEMENTATION PROJECT AS REQUESTED BY POLK COUNTY ENVIRONMENTAL ENFORCEMENT OFFICER
- 9 CONSIDER APPROVAL TO ADVERTISE BIDS FOR THE PURCHASE OF SHERIFF S DEPARTMENT PATROL VEHICLES
- 10 CONSIDER APPROVAL OF BUDGET REVISIONS
- 11 CONSIDER APPROVAL OF BUDGET AMENDMENTS AS FOLLOWS
  - FY02
    - INCREASE MAINTENANCE ENGINEERING CAPITAL OUTLAY FROM GENERAL FUND BALANCE IN THE AMOUNT OF \$19 600 00
    - RECORD PCT #2 MATERIALS REIMBURSEMENT REVENUE AND RELATED MATERIALS EXPENSE IN THE AMOUNT OF \$31 75
  - FY03
    - RECORD PCT #1 MATERIALS REIMBURSEMENT REVENUE AND RELATED MATERIALS EXPENSE IN THE AMOUNT OF \$500 00
- 12 CONSIDER APPROVAL OF SCHEDULE OF BILLS
- 13 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

**ADJOURN**

Posted October 16 2002

By John P Thompson County Judge

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 October 16, 2002 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

FILED  
OCT 15 7 51  
50 050



October 22, 2002  
10 00 a m

**COMMISSIONERS COURT**

**of Polk County, Texas**

County Courthouse, 3rd floor  
Livingston, Texas

**ADDENDUM to Posting # 2002 -109**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for October 22, 2002 at 10 00 A M

**AMEND TO ADD,**

- 14 **CONSIDER BURKE CENTER'S REQUEST TO BEGIN A RENOVATION/CONSTRUCTION PROJECT, TO BE FUNDED AT THEIR EXPENSE, AT THE DUNBAR COMPLEX, LIVINGSTON**
- 15 **CONSIDER APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH ANGELINA COUNTY & CITIES HEALTH DISTRICT TO ADMINISTER THE LOCAL PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM PROGRAM**
- 16 **CONSIDER COUNTY CLERK'S REQUEST TO AMEND THE PREVIOUSLY APPROVED TEMPORARY BRANCH EARLY VOTING SCHEDULE**
- 17 **CONSIDER ISSUANCE OF TIME WARRANT FOR PURCHASE OF MAINTENANCE ENGINEERING TRUCK IN AN AMOUNT NOT TO EXCEED \$15,400 00 AT AN INTEREST RATE NOT TO EXCEED 5% FOR A PERIOD NOT TO EXCEED THREE (3) YEARS**
- 18 **CONSIDER AGREEMENT FOR FIRE ALARM SERVICES AT TEMPORARY OFFICE FACILITY (Old Hospital Bldg)**

Commissioners Court of Polk County, Texas

Dated Friday, October 18, 2002

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 18, 2002 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 *Barbara Middleton* Deputy

FILED FOR RECORD  
OCT 18 PM 4 08  
POLK COUNTY CLERK

STATE OF TEXAS )  
 COUNTY OF POLK )

DATE OCTOBER 22, 2002  
 "REGULAR" MEETING  
 All members - Present

**"COMMISSIONERS COURT"  
 POSTING # 2002 - 109**

BE IT REMEMBERED ON THIS THE 22<sup>nd</sup> DAY OF OCTOBER, 2002  
 THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"  
 CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
 PRESENT, TO WIT

JUDGE JOHN P THOMPSON, COUNTY JUDGE, PRESIDING  
 BOB WILLIS COMMISSIONER PCT#1, BOBBY SMITH COUNTY COMMISSIONER  
 PCT #2, JAMES J 'Buddy' PURVIS COUNTY COMMISSIONER PCT #3,  
 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 & CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM  
 REV ELMER MOORE OF NORTHSIDE CHURCH OF CHRIST GAVE THE  
 OPENING PRAYER
- 2 PUBLIC COMMENTS
  - A. DANNY FREEMAN GAVE REMARKS CONCERNING THE EARLY VOTING  
 AT THE VFW HALL ON OCTOBER 19, 2002
- 3 INFORMATIONAL REPORTS
  - A. JUDGE THOMPSON INVITED EVERYONE TO ATTEND THE CITY OF  
 LIVINGSTON'S 100th BIRTHDAY CELEBRATION ON SATURDAY, OCT 26<sup>th</sup>
  - B MARION "BID" SMITH REPORTED THAT THE 2002 TAX STATEMENTS HAVE  
 BEEN MAILED OUT TO TAXPAYERS
  - C THE COURT MEMBERS AGREED THAT NO POLITICAL SIGNS BE POSTED  
 ON COUNTY PROPERTIES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE  
 MINUTES FOR MEETING OF OCTOBER 8, 2002 (REGULAR)  
 ALL VOTING YES
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE  
 ACCEPTANCE OF CERTAIN ROADS IN PINE HARBOR SUBDIVISION,  
 PRECINCT #2 - FOR COUNTY MAINTENANCE PURPOSES,  
 TREE HARBOR DRIVE, YAUPON HARBOR, TALLOW STREET &  
 PINE TALLOW STREET  
 ALL VOTING YES (SEE ATTACHED)

- 6 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO RATIFY AUTHORIZATION FOR APPOINTING THE FIRM OF ALLISON, BASS & ASSOCIATES AS LEGAL REPRESENTATION IN A CERTAIN CLASS ACTION LITIGATION  
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT, APPROVAL OF CONTRACT WITH TEXAS DEPARTMENT OF PROTECTIVE & REGULATORY SERVICES RELATING TO TITLE IV-E CHILD WELFARE PROGRAM  
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF CONTRACT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) FOR FY-2003 SOLID WASTE IMPLEMENTATION PROJECT, AS REQUESTED BY POLK COUNTY ENVIRONMENTAL ENFORCEMENT OFFICER.  
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL TO ADVERTISE FOR BIDS ON THE PURCHASE OF SHERIFF'S DEPARTMENT PATROL VEHICLES  
ALL VOTING YES
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE OF BUDGET REVISIONS #2002-26(a) & #2003-1(a), AS PRESENTED BY COUNTY AUDITOR  
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE BUDGET AMENDMENTS #2002-26 & #2003-1  
ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUMS  
ALL VOTING YES (SEE ATTACHFD)

DATE	AMOUNT	CHECK NUMBERS
10 07 2002	\$ 4,137 00	410
10 08 2002	5,189 70	173629 173642
10 08 2002	11,339 84	173643 173649
10 09 2002	39 38	763
10 09 2002	11,000 00	173650
10 10 2002	64 930 15	ACH #288(FICA/WH)
10 10 2002	204,817 29	ACH #289 (Salaries)
10 10 2002	21,625 10	173651 173670

DATE	AMOUNT	CHECK NUMBERS
10 11 2002	11,364 51	173671 173674
10 11 2002	4,975 77	411
10 15 2002	198 48	523
10 15 2002	9,090 00	173675
10 16 2002	1,982 90	219
10 16 2002	327 98	764 766
10 16 2002	2,765 67	173676 173681
10 16 2002	690 00	173682
10 17 2002	60,360 02	173683 173749
10 17 2002	43,968 46	173750 173815
10 18 2002	( 11,000 00 )	Void Ck #173647
10 18 2002	( 50 00 )	Void Ck #173649
10 21 2002	4,784 50	412
10 21 2002	149 05	524
10 22 2002	18,459 55	Addendum FY 2002
10 22 2002	268,939 43	Addendum FY 2003

- 13 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT, TO APPROVE PERSONNEL ACTION FORMS (SEE ATTACHED LIST)  
VOTES RECORDED AS FOLLOWS

Commissioner Willis	Yes
Commissioner Smith	Abstain
Commissioner Purvis	Yes
Commissioner Hubert	Yes

- 14 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE BURKE CENTER'S REQUEST TO BEGIN A RENOVATION/ CONSTRUCTION PROJECT, TO BE FUNDED AT THEIR EXPENSE, AT THE DUNBAR COMPLEX, LIVINGSTON  
ALL VOTING YES

- 15 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE THE INTERLOCAL COOPERATION CONTRACT WITH ANGELINA COUNTY & CITIES HEALTH DISTRICT TO ADMINISTER THE LOCAL PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM PROGRAM.  
ALL VOTING YES (SEE ATTACHED)

16 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE COUNTY CLERK'S REQUEST TO AMEND THE PREVIOUSLY APPROVED TEMPORARY BRANCH EARLY VOTING SCHEDULE, ADDING (2) ADDITIONAL EARLY VOTING POLLING LOCATIONS AND DATES, OCTOBER 28<sup>th</sup> 2002 AT DUNBAR COMMUNITY CENTER 11 30 AM - 6 30 PM, & OCTOBER 29<sup>th</sup>, 2002 AT GOODRICH I S D ADMINISTRATION BLDG, 12 00 PM- 6 00 PM

VOTES RECORDED AS FOLLOWS (SEE ATTACHED)

Commissioner Willis	No
Commissioner Smith	Yes
Commissioner Purvis	Yes
Commissioner Hubert	Yes

17 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE ISSUANCE OF TIME WARRANT FOR PURCHASE OF (FROM BOUNDS CHEVROLET) MAINTENANCE ENGINEERING TRUCK IN AN AMOUNT (NOT TO EXCEED) \$ 15,400 00, AT AN INTEREST RATE NOT TO EXCEED 5%, FOR A PERIOD NOT TO EXCEED (3) YEARS  
ALL VOTING YES

18 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE AGREEMENT FOR FIRE ALARM SERVICES AT TEMPORARY OFFICE FACILITY (OLD HOSPITAL BLDG)  
ALL VOTING YES (SEE ATTACHED)

19 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 22<sup>nd</sup> DAY OF OCTOBER 2002 AT 10 38 A.M  
ALL VOTING YES

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

ATTEST

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

C:\barbaram\COMMCRT.ALL\COMM COURT\COMMCRT 2002\OCT22 wpd

Item #5



POLK COUNTY TEXAS

**BOBBY SMITH**  
County Commissioner  
Precinct 2  
936) 646-5929  
Fax: (936) 646-5712

October 23, 2002

Polk County Sub-Courthouse  
Highway 190 West  
P O Box 1388  
Onalaska, TX 77360

John Thompson  
Polk County Judge  
Livingston, Texas 77351

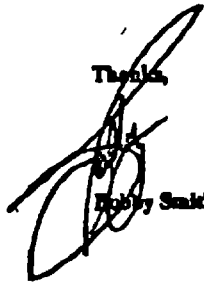
In Re: Pine Harbor Subdivision

JAN:

As per your request please see below the correct footage on roads in Pine Harbor Subdivision.

Tree Harbor	2790
Yaupon Harbor	764
Tallow	3945
Pine Tallow	250

Footage accepted may be only a portion of actual road.

Thanks,  
  
Bobby Smith

PINE HARBOR ESTATES  
CIVIC CLUB  
PO BOX 831  
ONALASKA, TX 77360

October 5, 2002

TO Polk County Commissioners Court  
FROM Pine Harbor Estates Civic Club, Inc

We hereby request Polk County accept the following roads to be dedicated in 2002 as county roads

TREE HARBOR  
YAUPON HARBOR  
TALLOW  
PINE TALLOW

It is understood Pine Harbor Estates will pay for the materials needed to bring these roads up to county specifications as described in the estimate from County Commissioner Bobby Smith dated October 2, 2002

Respectfully Submitted

Charles Tucker President Charles E. Tucker

Mickey Bowers V President Mickey Bowers

Paul Reid Director Paul Reid

Ronnie McElroy Director Ronnie McElroy

George Colvin Director George R. Colvin

Russ Hammond Director Russ Hammond



Item # 6

AUTHORIZATION FORM

COPY

The law firm of Allison, Bass and Associates ("firm") is hereby authorized to represent the undersigned county in Cause No 99-13088 Caldwell v Rylander, et al in the 261<sup>st</sup> Judicial District Court. The firm shall provide all necessary legal services to defend this matter and shall be compensated for partner services at a rate of \$190 per hour, associate services at a rate of \$150 per hour, and paralegal services at a rate of \$60 per hour, plus actual expenses.

All fees and expenses shall be apportioned as follows: 50% to the Texas Association of Counties, not to exceed \$25,000.00 total, and the remainder allocated to all participating defendant counties on the basis of population.

  
Polk County Judge



Item # 7

**Child Welfare Board Contract  
Non-Financial**

Contract # 2003053515

COPY

- I The Texas Department of Protective and Regulatory Services hereinafter referred to as the Department and the Commissioners Court of Polk County hereinafter referred to as the County agree to enter this contract to establish and maintain a child welfare board to administer a county wide jointly financed state administered and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services. If the child welfare board was previously established then this contract is to maintain it.

This contract is entered into under the authority of §40 058 of the Human Resources Code and is not an agreement under Ch 771 of the Government Code

II The County agrees

- A To establish and maintain a Child Welfare Board hereinafter referred to as the Board as set out by statute in the Texas Family Code §264 005
- B That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners Court. Each member will serve a three year term on a rotating basis. Initially the appointees will be designated to serve the following terms: 1/3 of the members appointed to three year terms, 1/3 of the members to a two year term, and 1/3 of the members to a one year term. In successive years from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners Court. Members serve without compensation.
- C To remove or suspend any member who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code, or an offense under the Texas Controlled Substances Act. If it is determined that the member has not committed such offenses, the member may be reinstated; however, the County shall notify the Department of its intent to do so ten (10) working days prior to the reinstatement. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reinstatement upon the request of the Department.
- D To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV E foster care or state paid foster care and/or Medicaid.
- E To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

III The Board required under Article II Section A of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute. The Department and the County agree that the Board will have the following duties:

- A. Assist the Department in identifying and meeting the needs of the children in the county who are covered under this contract.
- B. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
- C. Serve in an advisory capacity to the county in the development of local policy to meet the needs of the children in the County covered under this contract.

Child Welfare Board Contract  
Non-Financial

- D Ensure the confidentiality of records and other information relating to children and families according to applicable federal and state law rules and regulations This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract except to the extent that the Department acts outside of applicable state or federal law rules or regulations applicable to such record or information
- E Prescribe such bylaws not inconsistent with the terms of this contract and applicable state laws as may be necessary or desirable to insure the efficient operation of the Board Such bylaws shall be approved by written order of the Commissioners Court

## IV The Department agrees

- A To seek Title XIX Medicaid coverage within the amount duration and scope of the Medicaid program as defined by the state agency responsible for administration of these funds for any child eligible for AFDC foster care or state paid foster care and who is eligible for Medicaid benefits
- B To receive and expend children's personal funds (SSI SSA child support etc ) in accordance with the needs of each child and state and federal laws and regulations for children in the Department conservatorship

## V The Parties mutually agree

- A That this mutually undertaken child welfare program must meet state licensing and/or certification standards for child caring and child placing activities as a condition to continuation of this contract
- B To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88 352) Section 504 of the Rehabilitation Act of 1973 (Public Law 93 112) The Americans with Disabilities Act of 1990 (Public Law 101 336) and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts In addition the County agrees to comply with Title 40 Chapter 738 of the Texas Administrative Code These provide in part that no persons in the United States shall on the grounds of race color national origin sex age disability political beliefs or religion be excluded from participation in or denied any aid care service or other benefits provided by federal and/or state funding or otherwise be subjected to discrimination The County agrees to comply with Texas Health and Safety Code Section 85 113 (relating to work place and confidentiality guidelines regarding AIDS and HIV)
- C That there shall be an annual review of this contract conducted to consider any appropriate changes
- D That the term of this contract shall be for a period beginning on the effective date of this contract and it shall terminate at such time as the federal state or county governments cease to participate in the program, by mutual consent of all parties hereto or upon breach of the contract by one of the parties hereto If mutual consent cannot be attained either party to this contract may consider it canceled by giving thirty (30) days notice in writing to the other party and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period It is further agreed and understood that in the event the federal or state laws or other requirements should be amended or judicially interpreted so as to render fulfillment of this contract on the part of either party unfeasible or impossible or if the Department and the County should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the program as a result of such amendments or judicial interpretations then and in that event the Department and the County shall be discharged from further obligation created under the terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination
- E That this contract shall constitute the entire agreement of the County and the Department and supersedes any other agreement(s) contract(s) or amendment(s) whether formal or informal which have been previously entered into by and between the County and the Department relating to the services covered under this contract

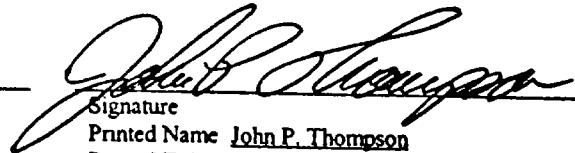
### Child Welfare Board Contract Non-Financial

For the faithful performance of the terms of this contract the parties hereto in their capacities as stated affix their signatures and bind themselves effective the 14<sup>th</sup> day of October 2002

Texas Department of Protective  
and Regulatory Services

Contractor Polk County

\_\_\_\_\_  
Signature  
Printed Name Joyce James  
Regional Director, Region Regional Director

  
\_\_\_\_\_  
Signature  
Printed Name John P. Thompson  
Printed Title County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Item #8

Main Contract # 582-2-44852  
Subcontract # 03-14-G05

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
CONTRACT FOR SOLID WASTE PROJECT**

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with Deep East Texas Council of Governments (DETCOG) by authority granted in the Current Appropriations Act Texas Water Code section 5 229 and Texas Health and Safety Code Chapter 371 Funds for this subcontract are provided from the Solid Waste Fee Revenues The DETCOG has certified and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code Chapter 791

**This Solid Waste Contract is entered into by and between the parties named below Neither the FUNDING AGENCY (Texas Commission on Environmental Quality) nor the State of Texas is a party to this Contract.**

**I CONTRACTING PARTIES**

The Contractor Deep East Texas Council of Government  
Herein referred to as "DETCOG"

The Subcontractor Polk County  
Herein referred to as "SUBCONTRACTOR"

**II SERVICES TO BE PERFORMED**

See "Attachment B - Work Program of SUBCONTRACTOR"  
See "Attachment C- Schedule of Deliverables for SUBCONTRACTOR"

**III BUDGET AND PAYMENT PROCEDURES**

See "Attachment D - SUBCONTRACTOR Budget and Authorizations"

**IV ADDITIONAL CONTRACT PROVISIONS**

See "Attachment A - Special Contract Provisions" & Attachment E - General Contract Provisions"

**COUNCIL OF GOVERNMENT**

Deep East Texas  
Council of Governments

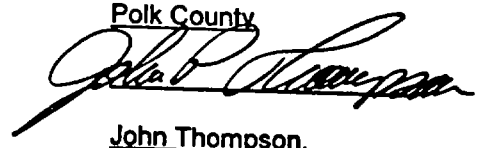
Walter G. Diggles

Executive Director

Date October 9, 2002

**SUBCONTRACTOR**

Polk County



John Thompson,

County Judge

Date October 9, 2002

**Deep East Texas Council of Governments  
Solid Waste Contract  
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**Appendix**

- Exhibit 1, Attachment A
- Exhibit 2, Attachment A
- Exhibit 3, Attachment A (forms required vary by type of project)
- Exhibit 4, Interlocal Agreement between the City of Nacogdoches and Stephen F Austin State University

**Deep East Texas Council of Governments  
Solid Waste Contract  
Attachment A Special Contract Provisions**

**Article 1 Period of Performance**

The period of performance of this Solid Waste Interlocal Agreement (hereafter, the Contract) begins on October 9, 2002 and ends on July 31, 2003

**Article 2 Scope of Services**

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with DETCOG as specifically described in Attachment B and C of this Contract

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon expense standards and authorized budget shown in Attachment D of this Contract

Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and/or revocation of any unexpended or inappropriately expended funds

**Article 3 DETCOG Obligations**

**(a) Measure of Liability**

In consideration of full and satisfactory performance hereunder, DETCOG will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance subject to the following limitations

- 1 DETCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment D which outlines the standards which shall apply to the SUBCONTRACTOR S use of funds provided under this Contract including prohibited activities and expense categories as defined by the TCEQ
- 2 DETCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Contract which have not been billed to DETCOG within fifteen (15) days following termination of this Contract
- 3 DETCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR before commencement of this Contract or after termination of this Contract
- 4 Except as specifically authorized by DETCOG in writing DETCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87

**(b) Method and Schedule of Payment**

To be eligible for payment under this contract costs must have been incurred and either paid by SUBCONTRACTOR prior to claiming reimbursement from DETCOG or incurred by the last day of the time period indicated on a Request for Reimbursement form and liquidated no later than forty-five (45) days after the end of the period

- 1 **Financial reporting** SUBCONTRACTOR will submit to DETCOG a completed signed and dated "Request for Reimbursement" form (Exhibit 1 Attachment A) for expenses incurred. Expenditures shall be consolidated and "Request for Reimbursement" submitted no more than twice a month. All "Requests for Reimbursement" shall include documentation of each detailed paid expenditure listed to include the appropriate paid invoices, canceled checks and signed time sheets. Each request should also include and updated signed and dated "Financial Status Report" form (Exhibit 2 Attachment A)
- 2 **Documentation required** In general SUBCONTRACTOR will maintain whatever expenditure documentation is necessary to demonstrate that the work was indeed performed and that the expense was in fact incurred. In addition the documentation should also support the fact that the expenditure was reasonable and necessary to the implementation of the project. The records which shall be maintained include but are not limited to the following:
  - (i) SALARY/WAGES- Time sheets that have been signed and approved
  - (ii) TRAVEL- Documentation should be consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, etc.
  - (iii) EQUIPMENT- Purchase orders, invoices and canceled checks
  - (iv) SUPPLIES- Purchase orders (if issued), invoices, and canceled checks
  - (v) CONTRACTUAL- All of the above plus documentation that the costs were reasonable and necessary. The same standards shall be applicable to subcontractors
  - (vi) OTHER- All of the above apply
- 3 **Payments** Upon review and approval of each "Request for Reimbursement" and accompanying "Financial Status Report" by DETCOG, payment shall be made to SUBCONTRACTOR against DETCOG liabilities to be accrued hereunder. Payments (reimbursements) required under this contract may be withheld by DETCOG until such a time as any past due Reports are received (see Attachment A, Article 4)

(c) **SUBCONTRACTOR Close Out Report**

No later than thirty (30) days following the termination of this Contract, SUBCONTRACTOR must submit to DETCOG a final "Financial Status report," on which item (5) of the form indicates that the report is the "Final report." If all expenditures have been completed before the end of the Contract, SUBCONTRACTOR shall submit the final "Financial Status Report" with final "Request for Reimbursement."

**Article 4. Reporting Requirements**

- (a) The SUBCONTRACTOR shall prepare and submit to the DETCOG, biannual written

**Article 4 Reporting Requirements**

- (a) The SUBCONTRACTOR shall prepare and submit to the DETCOG, biannual written Summary and Results Reports (Exhibit 3 Attachment A) concerning performance under this Contract documenting accomplishments and units of work performed under Attachment B of this Contract. All Summary/Results Reports shall be submitted by the dates indicated below
  - **March 12, 2003** For period of October 9, 2002 - February 28 2003
  - **September 10, 2003** For period of March 1, 2003 - August 31 2003
- (b) The September 10, 2001 report shall serve as a "Final Report" and will certify in writing that the SUBCONTRACTOR has satisfactorily completed all tasks and deliverables required under this contract. If a grant-funded activity ends well before August 31, 2003, the SUBCONTRACTOR will continue to submit biannual Summary/Results Reports and a Final Report, unless a written request to do otherwise is approved by DETCOG.
- (c) The SUBCONTRACTOR shall continue to track the results of the project activities for the life of the project and shall provide a written Follow-up Report in September 2003 on a form to be provided by DETCOG.
- (d) The SUBCONTRACTOR biannual Summary and results Reports required under part (a) of Article 4 contains descriptions of activities and expenditures for the DETCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the biannual Summary and Results Reports in order to assure the DETCOG that the activities are not prohibited under Articles 1 and 2 of Attachment D (relating to funding guidelines). The SUBCONTRACTOR shall comply with any reasonable request by the DETCOG for additional information on activities conducted in order for the DETCOG to monitor adequately the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract.
- (e) The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

**Article 5 Monitoring Requirements**

- (a) DETCOG may periodically monitor SUBCONTRACTOR for
  - 1 The degree of compliance with the terms of this Contract including compliance with applicable rules, regulations and promulgations referenced herein, and
  - 2 The administrative and operational effectiveness of the project.
- (b) DETCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract including site visits, for the purpose of assessing the degree to which contractual objectives and performance standards as identified in this Contract or as subsequently amended are achieved by SUBCONTRACTOR.

such items legitimately serve to fulfill the scope and purpose of the grant. If expenditures do not legitimately serve to fulfill the scope and purpose of the grant, then DETCOG will not reimburse the SUBCONTRACTOR.

- (b) Unless specifically authorized in Attachment D Contract Budget, no purchase of equipment (items costing \$1000 or any computer hardware or software) or expenditures for construction of facilities shall be eligible for reimbursement under this contract unless expenditures are approved ahead of time, in writing, by DETCOG.
- (c) Title to equipment and any constructed facilities (hereafter, "property") acquired from funds provided under this Contract shall, throughout the term of this Contract, be in the name of the SUBCONTRACTOR. All parties agree that upon full performance of this Contract, title shall remain with the SUBCONTRACTOR, provided however that this contract is terminated due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Contract, title and physical possession of all property shall, upon written notification from DETCOG, be transferred in good condition and within five (5) working days to DETCOG.
- (d) The use of property acquired under this Contract and the useful life of the property, shall be in accordance with Section 361.014 (b) of the TEX. HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
- (e) The SUBCONTRACTOR agrees to conduct physical property inventories to maintain property records and necessary control procedures and to provide adequate maintenance with respect to all property acquired under this Contract, as set forth below:
  - 1. The SUBCONTRACTOR shall develop and use a property management system that conforms with all applicable state and local laws, rules, and regulations. If an adequate system for accounting for personal property owned by the SUBCONTRACTOR or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.
  - 2. A physical inventory of all property acquired or replaced under this Contract having an initial per-unit purchase price of \$1000 or more, shall be conducted no less frequently than once every two years, and results of such inventories reconciled with the appropriate property record. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.
  - 3. All property acquired or replaced under this Contract shall be used by the SUBCONTRACTOR or its subgrantees, to support the purposes of this Contract, for as long as the property is needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

- 4 For property with a current fair market per-unit value of \$5000 or less the SUBCONTRACTOR or its subgrantee may for the purpose of replacing the property acquired under this Contract either trade-in or sell the property and use the proceeds of such proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property
- 5 For property with a current fair market per-unit value in excess of \$5000 the SUBCONTRACTOR or its subgrantee shall for purposes of replacing the property acquired under this Contract within six (6) years of the initiation date of this Contract, obtain written authorization from DETCOG prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property
- 6 Property with a current fair market per-unit value of \$5000 or less if no longer needed for the support of the authorized projects or programs under this Contract, whether original or replacement may be used in support of other activities currently or previously supported by the DETCOG or alternatively may be made available for use on other projects or programs providing such other use will not interfere with the work on other projects or programs for which such property was originally acquired or constructed
- 7 For property with a current fair market per-unit value in excess of \$5000 if no longer needed for support of authorized projects or programs under this Contract whether original or replacement and within six (6) years of the initiation date of the Contract the SUBCONTRACTOR shall obtain written authorization from DETCOG prior to changing the use of the property to include selling or transferring ownership of the property In requesting authorization for a change in use of property the SUBCONTRACTOR shall provide information as requested by the DETCOG to include information to assure that the new use of the property will adhere to the requirements of Section (d) of this article Prior to authorizing the SUBCONTRACTOR to change the use of the property, the DETCOG may at its discretion require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity to determine that a competitive advantage issue does not exist After six (6) years of the initiation date of the Contract the SUBCONTRACTOR is not required to obtain authorization for a change in the use of the property acquired under this Contract, but provisions of Section (d) shall still apply
- 8 If any property acquired or replaced under this Contract is sold or transferred within six (6) years of the initiation date of this Contract the TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party provided the fair market per-unit value of the property at the time of the sale is in excess of \$5000 The TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under the Contract that enabled the original purchase or acquisition of the property in question Property that is no longer needed and that has a fair market per-unit value of five thousand dollars (\$5000) or less may be retained sold transferred, or otherwise disposed of with no further obligation to TCEQ provided the other requirements set forth in this Article are met including the requirements of Section (d)

- 9 If prior to the termination date of this Contract the SUBCONTRACTOR or its subgrantees determine that any property acquired with funds provided by this Contract is no longer needed for support of the authorized programs DETCOG may require the SUBCONTRACTOR to transfer title and possession to such property to a third party named by DETCOG
- 10 The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment or facilities purchased or constructed with funds made available under this Contract
- (f) The SUBCONTRACTOR agrees that, in the event any funds provided under this Contract are in turn awarded to any subgrantee for the purchase of any equipment or constructed facilities by such other party the SUBCONTRACTOR S contact with that subgrantee shall include the applicable requirements set forth in the Article

**Article 7 Compliance with Applicable Laws**

The SUBCONTRACTOR shall give all notices and comply with all laws ordinances rules regulations and order of any public authority bearing on the performance of this contract, including but not limited to the laws referred to in this Contract If the SUBCONTRACTOR or DETCOG observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing and any necessary changes shall be adjusted by appropriate Contract modification

**Article 8 Authorized Representatives**

- (a) The DETCOG hereby designates the person in Exhibit A-1 Project Representative as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract The DETCOG Project Representative shall not be deemed to have authority to bind the DETCOG in contract unless the EXECUTIVE DIRECTOR of the DETCOG has delegated such authority
- (b) The SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR The SUBCONTRACTOR S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR in writing specifically limits or denies such authority to the SUBCONTRACTOR S Project Representative
- (c) Either party may change its Project Representative In addition the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative The party making the change in Project Representative shall provide written notice of the change to the other party
- (d) The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the DETCOG

The TCEQ hereby designates the individual below as the person to give direction to the DETCOG as Project Representative of TCEQ

Ms Cheryl Untermeyer, Grant Manager  
Texas Commission on Environmental Quality  
P O Box 13037/I.C-206  
Austin, Texas 78711-3087  
TEL (512 )239-6016, FAX (512 )239-6166

The DETCOG hereby designates the individual named below as the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the DETCOG as a Project Representative

Gary Hanlon, Solid Waste Program Coordinator  
Deep East Texas Council of Governments  
274 East Lomar  
Jasper, TX 75951  
TEL (409 ) 384-5704, FAX (409 ) 384-5390

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from DETCOG, to manage the work being performed, and to act on behalf of SUBCONTRACTOR as a Project Representative/Coordinator

Jay Barbee, Environmental Officer  
Polk County  
602 East Church, No 400  
Livingston, TX 77351  
TEL (936 )327-0596, FAX (936) 327-6890

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment D of this Contract or any other applicable provision

Bill Law  
Polk County Auditor  
Polk County Courthouse  
Livingston, TX 77351  
Tel (936) 327-6801 Fax (936) 327-6891



Deep East Texas Council of Governments  
Solid Waste Interlocal Agreement  
**ATTACHMENT B Work Program of SUBCONTRACTOR**

**PROJECT GOAL STATEMENT-** The goal of this project is purchase surveillance equipment to enhance Polk County's detection and prosecution of illegal dumping of solid waste. The goal is also to purchase multi-media equipment to assist educating the public regarding illegal dumping laws.

**Phase I- Planning**

**Task 1 Identify Project Representative/Coordinator**

**Deliverable.** Complete p 10 of the Contract designating a responsible individual familiar with the project to receive direction from DETCOG, to manage the work being performed and to act on behalf of the SUBCONTRACTOR

**Task 2 Evaluate Needs**

**Deliverable** Meet with DETCOG Staff to discuss specific project goals and develop appropriate work program, budget and schedule of deliverables

**Phase II- Contract Execution**

**Task 3. Coordinate Contract Execution with Officials**

**Deliverable.** Present completed contract to officials for approval and authorization to sign the document coordinate return of signed copy to DETCOG

**Task 4. Coordinate Contract Execution with DETCOG**

**Deliverable.** Coordinate with designated DETCOG Project Representative to ensure timely return of fully executed contracts to officials, indicating authorization to begin formal implementation of the project

**Phase III-Implementation**

**Task 5. Prepare Specifications/Design Project**

**Deliverable.** Provide project specifications and summary of proposed project to DETCOG for review and approval, based on previously evaluated needs, before advertising for bids

**Task 6. Advertise for Bids**

**Deliverable.** Provide copies of bids received to DETCOG with request to authorize spending

**Task 7. Purchase Equipment/Construct Facility**

Deliverable Submit Requests for Reimbursement with invoices and updated Financial Status Report to DETCOG following purchases in order to receive funds

Task 8 Receive Equipment/Complete Construction

Deliverable Upon receipt of equipment/completion of construction or project, all items will be inventoried properly provide notification and photo to DETCOG

Task 9 Operate Equipment/Facility

Deliverable Maintain logs of operation and track waste diversion keep records for onsite visits and inspections

Task 10 Publicity and Education

Deliverable Submit copies of all instructional fliers educational materials and news articles to DETCOG

Phase IV- Monitoring and Reporting

Task 11 Maintain Adequate Records

Deliverable Record and compile daily/weekly/monthly activities, submit as requested to DETCOG

Task 12 Quarterly Reporting and Evaluation

Deliverable Submit quarterly Summary and Results Reports to DETCOG with updated evaluation of project results as detailed in Attachment A, Article 4 of the Contract

Task 13 Follow-up Monitoring

Deliverable Track results/activities for the life of the project, submit one-year follow-up Results Report on waste diversion rates, and others if requested by DETCOG and TCEQ

Deep East Texas Council of Governments  
Solid Waste Interlocal Agreement

**ATTACHMENT C Schedule of Deliverables from SUBCONTRACTOR**

Tasks	Description of Deliverables	Schedule
	<b>Phase I - Planning</b>	
1	Identify Project Representative /Coordinator	10/2002
2	Evaluate Needs	10/2002
	<b>Phase II - Contract Execution</b>	
3	Execute Contract With Officials	10/2002
4	Execute Contract with DETCOG	10/2002
	<b>Phase III - Implementation</b>	
5	Prepare Specifications/Design Project	10/2002
6	Advertise for Bids	11/2002
7	Purchase Equipment/Construct Facilities	11/2002
8	Receive Equipment/Complete Construction or Project	11/2002
9	Operate Equipment/Facility or Implement Project	11/2002
10	Publicity and education	11/2002
	<b>Phase IV - Monitoring and Reporting</b>	
11	Maintain Adequate Records	as required
12	Reporting and Evaluation to DETCOG	Biannually
13	Follow-up Results Report to DETCOG	9/15/2003

**Deep East Texas Council of Governments  
Solid Waste Contract  
Attachment D SUBCONTRACTOR Budget and Authorizations**

**Article 1 Expense Category Standards**

In addition to the standards and requirements of this Contract, the definitions and requirements set forth in Sections (a) -(h) below shall apply to the SUBCONTRACTOR's use of funds provided under this Contract and assignment of expenses to the expense categories of the Authorized Budget

**(a) Personnel**

- 1 Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized
- 2 Proposed changes in personnel must be approved by DETCOG

**(b) Travel**

- 1 Travel expenses directly related to the conduct of the funded program, incurred by employees assigned to the project may be authorized
- 2 The SUBCONTRACTORS shall obtain prior written authorization from DETCOG for expenditures under this Contract of any travel outside the State of Texas
- 3 In accordance with the UGCMS if the SUBCONTRACTOR does not have an established written travel policy approved by the local jurisdiction all employee-related travel expenses must be claimed at no higher than the rates allowed by the State of Texas for its employees

**(c) Supplies**

- 1 Expenses for supplies for the conduct of the funded project may be authorized Expenses include non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1 000 Such expenditures shall generally relate to routine purchase of office supplies and other goods consumed by the SUBCONTRACTOR in a relatively short time in the performance of this contract
- 2 Non-routine expenditures of goods and materials not defined as equipment should be charged to the "Other" expense category

**(d) Equipment**

- 1 Equipment purchases necessary and appropriate for the approved project may be authorized and include expenditures for non-construction related tangible personal property having a unit acquisition cost of \$1 000 or more (including freight and set-up costs) and an estimated useful life of more than one year
- 2 No equipment is to be purchased by the SUBCONTRACTOR unless approved in advance in writing by the DETCOG
- 3 Any equipment that will be used for other activities in addition to the funded project may only be funded at an amount reflecting the appropriate percentage of time it will be directly used for the funded project

**(e) Construction**

- 1 Appropriate construction costs related to the enhancement of building of permanent facilities may be authorized including costs of planning of materials and labor, of attached equipment and of any subcontracts performed as part of the project
- 2 No expenditures under the "Construction" expense category shall be allowed unless approved in advance by DETCOG in advance
- 3 All applicable laws and regulations concerning bidding and contracting for service must be followed

**(f) Contractual Expenses**

- 1 Expenses for professional services and tasks provided by a firm or individual who is not employed by the SUBCONTRACTOR, and which are related directly to the approved implementation project may be authorized
- 2 No contractual costs should be incurred by the SUBCONTRACTOR unless the contract is approved in advance by DETCOG in writing
- 3 All applicable laws and regulations concerning bidding and contracting for service must be followed

**(g) Other Expenses**

- 1 Other expenses, not falling under the main categories may be authorized, if appropriate for the proposed project
- 2 Any "Other" category expenses not specifically spelled out in this agreement, including computer hardware or software purchases not included under the "Equipment" expense category shall be reimbursed only if approved by DETCOG in writing
- 3 Other expenses related directly to the approved implementation project, for which prior authorization is not generally required include
  - (i) Books and reference materials subscriptions dues, membership, training and registration fees
  - (ii) Postage, telephone, FAX and utilities expenses
  - (iii) Space and equipment rentals office furniture, repair and maintenance costs,
  - (iv) Printing and reproduction, advertising, public notices, signs

**(h) Indirect Costs**

- 1 Indirect costs may be authorized if applicable to the project
- 2 If the SUBCONTRACTOR has current approved cost allocation plans prepared in accordance with OMB Circular No A-87 of UGCMA the SUBCONTRACTOR may use the indirect rates in accordance with that plan
- 3 If the SUBCONTRACTOR does not have an approved cost allocation plan the indirect rate used may not exceed the maximum amounts listed on the Indirect Cost Computation table established in the UGCMS

**Article 2 Supplemental Funding Standards**

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of funds provided under this Contract. Unless authorization is otherwise specifically provided for in or under the terms of this Contract, the SUBCONTRACTOR shall ensure that the use of funds provided under this Contract, to include funds provided for pass-through grants, is in accordance with the supplemental funding standards set forth in this Article

- (a) **Payment of Fees** Pass-through grant recipients must not be in arrears on payment of their solid waste disposal fees to TCEQ at the time an implementation project is selected for funding
- (b) **Land Acquisition Costs** Funds provided under this Contract may not be used to acquire land or an interest in land
- (c) **Municipal Solid Waste-Related Programs Only** Funds provided under this Contract may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW) including programs dealing with industrial or hazardous wastes
- (d) **Collection of Certain Special Wastes** Funds provided under this Contract may not be used for programs and activities solely related to the management of scrap tires used oil oil filters antifreeze lead-acid batteries or special wastes excluded from the disposal in MSW landfills However, collection of these materials may be included as part of a more comprehensive project so long as that is not the sole intent of the program
- (e) **Disposal of Municipal Solid Waste** Funds provided under this Contract may not be used for the costs of disposal of municipal solid waste (MSW) This restriction includes solid waste collection and transportation to a disposal facility waste combustion (incineration or waste-to-energy) processing for volume reduction any landfill-related facilities or activities including closure and post-closure care of a landfill or other activities and facilities associated with the ultimate disposal of municipal solid waste (MSW) Activities specifically included under an authorized project category (e.g. landfill scales citizen's collection stations and small registered transfer stations) and activities that would otherwise be eligible for funding (e.g. recycling) but are located at a disposal facility may be funded
- (f) **Projects Requiring a TCEQ Permit.** Funds provided under this Contract may not be used for projects or facilities that require a permit from TCEQ under state regulations This provision however does not apply to projects or activities that may be located on a permitted facility which by themselves would not require a permit and would otherwise be eligible for funding (e.g., recycling collection at a permitted transfer station)
- (g) **Projects Requiring TCEQ Registration** Projects or facilities that require registration with TCEQ under state regulations and which are otherwise eligible may be funded as an implementation project However only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursable before the registration is finally received No actual site development construction equipment purchased or similar expenses may be reimbursed prior to and until such time that a required registration is received
- (h) **Projects that Create a Competitive Advantage over Private Industry** In accordance with Section 361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services Under this definition the term private industry includes non-profit entities
- (i) **Supplanting Existing Funds** Funds may not be used to supplant salaries of an existing staff person where the functions assigned to that position will not change Staff positions where the assigned position will remain the same and that were active at the time of the grant application and were funded from a source other than the previous solid waste grant,

are ineligible for grant funding. This provision, however, does not apply to the salaries for staff of the SUBCONTRACTOR, in its conduct of activities under this Contract.

- (j) **Acquisition of Goods and Services** Recipients of funds must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, the SUBCONTRACTOR is encouraged to participate in the State Cooperative Purchasing Program.
- (k) **Legislative and Lobbying Expenses** In accordance with state laws and regulations, funds provided under this Contract may not be used for expenses to support political activity either directly or indirectly. As required by section 33, Article IX of H B 1, the standards set forth in section 5, Article IX of H B 1, shall apply to the use of funds provided under this Contract.
- (l) **Food/Entertainment Expenses** In accordance with UGCMA, funds provided under this Contract may not be used for food or entertainment expenses including refreshments at meetings and other functions. This provision does not apply to authorized per diem expenses for food costs incurred while on travel status.
- (m) **Use of Alcoholic Beverages** As required under Section 33, Article IX of H B 1, the standards set forth in Section 11, Article IX of H B 1 shall apply to the use of funds under this Contract. In accordance with those standards, no funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (n) **Funds to Law Enforcement Agencies** Funds provided under this Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- (o) **Safety and Protection** Where applicable, Subcontractor shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with work. Subcontractor shall take all necessary safety precautions.
- (p) **Accounting Systems** The Subcontractor shall have an accountancy system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The Subcontractor must account for costs in a manner consistent with such standards or principles.

**Article 3 SUBCONTRACTOR'S Authorized Budget**

- (a) DETCOG's obligation for expenses (costs) authorized under this Contract shall in no case exceed the maximum DETCOG obligation amount set forth in this attachment of this Contract.

(b) Budgeted expenses for reimbursement under this Contract are as follows

BUDGET CATEGORY	GRANT FUNDING
a Personnel/salaries	\$
b Fringe benefits	\$
c Travel	\$
d Supplies	\$
e Equipment	\$ 20 000 00
f Construction	\$
g Contractual (other than construction)	\$
h Other	\$
i TOTAL DIRECT COSTS	\$ 20 000 00
j Indirect costs *	\$
k TOTAL PROJECT COSTS	\$ 20 000 00

\*Any indirect charges must be in accordance with approved cost allocation plan, or in accordance with the Indirect Cost Computation Table in the current UGCMS, which is available from DETCOG. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.



**Deep East Texas Council of Governments  
Solid Waste Contract  
Attachment E General Contract Provisions**

**Article 1 Legal**

- (a) The SUBCONTRACTOR warrants and assures DETCOG that it possesses adequate legal authority to enter into this Contract. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBCONTRACTOR to the terms of this Contract and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 TEX. HEALTH & SAFETY CODE ANN. (as amended by H.B. 3072, 74<sup>th</sup> Texas Legislature), section 330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330) the Uniform Grant & Contract Management Act, TEX. GOVT. CODE section 783.001 et seq. the Uniform and Grant Standards 1 Texas Administrative Code (TAC), section 5.141 et seq. (collectively, "UGCMA"), and the contract between TCEQ & DETCOG. The provisions of the Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE Chapter 783 applies to this Agreement. All amendments thereto, and all subcontracts and subagreements. Compliance with the conditions and requirements contained therein is necessary for satisfactory performance of the services and work required under this Agreement.
- (b) Unless otherwise provided in the Agreement, Subcontractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. DETCOG and TCEQ shall not be responsible for monitoring the Agreement's compliance with any laws and Regulations.
- (c) If Subcontractor performs any work knowing or having reason to know that it is contrary to Laws and Regulations, Subcontractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.
- (d) Subcontractor, its subcontractors and subgrantees must comply with all applicable Laws and regulations, including but not limited to, those relating to hazardous waste, waste disposal and manifests.

**Article 2 Scope of Services**

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Contract Provisions (Attachment E) and Special Contract provisions (Attachment A), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

**Article 3 Purpose**

- (a) The purpose of this Contract is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- (b) Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this CONTRACT are

- 1 To enable the DETCOG to carry out or conduct various municipal solid waste management-related services and support activities within the DETCOG's regional jurisdiction and
- 2 To administer an efficient and effective region-wide pass-through (subgrant) assistance grants program and/or where authorized by the TCEQ, to conduct various DETCOG - managed projects

**Article 4 Eligible Entities**

- (a) Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the DETCOG as a pass-through grant.
- 1 Cities,
  - 2 Counties
  - 3 Public schools and school districts (does not include Universities or post secondary educational institutions) and
  - 4 Other general and special law districts created in accordance with state law and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities
- (b) Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears as determined by the TCEQ are not eligible to receive pass-through grant funding from the DETCOG. The TCEQ shall provide, on a quarterly basis, the DETCOG a list of entities for which fee payments are in arrears. The DETCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the DETCOG with documentation of payment of the fees such as a canceled check or receipt from the state, the DETCOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract. The DETCOG shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.

**Article 5 Implementation Project Categories**

Only the following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category as well as certain special requirements.

(a) Category 1 Local Enforcement

Projects which contribute to the prevention of illegal dumping may be funded. These projects may include programs to investigate illegal dumping problems, educate the public on illegal dumping laws and prosecute violators. These programs may also include activities to enforce laws pertaining to the illegal disposal of liquid wastes.

Funding limitations specific to this category.

- 1 This category may not include funding for enforcement activities related to the illegal disposal of industrial or hazardous waste. It is understood, however, that industrial or hazardous wastes may periodically be discovered at illegal waste disposal sites. Such instances do not preclude the investigation of that site, so long as the funded program is specifically aimed at illegal disposal of municipal solid

waste

- 2 Grant funds may not be used for either cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups

**(b) Category 2 Source Reduction and Recycling**

Projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills by diverting various materials from municipal solid waste stream for reuse or recycling or by reducing waste generation at the source. These programs may include implementation of efficiency improvements in the solid waste management system in order to increase source reduction and recycling to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis

Funding limitations specific to this category

- 1 Programs and projects funded under this category must provide a measurable effect on reducing the amount of municipal solid waste going into landfills
- 2 Any program or project aimed at demonstrating the use of products made from recycled materials must have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts
- 3 Programs aimed at efficiency improvements to increase the source and recycling of solid waste must be coordinated with TCEQ. Any program to develop a full-cost accounting system should refer to full-cost accounting guidance prepared by the TCEQ

**(c) Category 3 Citizens' Collection Stations and "Small" Registered Transfer Stations**

Projects to construct a citizens' collection station as these facilities are defined under the TCEQ regulations are authorized for funding. Municipal Solid Waste Transfer Stations that qualify for registration under Section 330.4(d) or Section 330.6 of the TCEQ's MSW regulations may be funded. A project funded under this category should include consideration of an integrated approach to solid waste management, to include providing recycling services at this site, if appropriate to the management system in place

Funding limitations specific to this category

- 1 Transfer stations that require a permit from the TCEQ may not be funded
- 2. Municipal solid waste transfer stations that qualify for registration under Section 330.4 (d) of the MSW regulations may be funded. Specifically, this section covers a municipal solid waste transfer station facility that is used in the transfer of municipal solid waste to a solid waste processing or disposal facility from

- \* a municipality with a population of less than 50 000
  - \* a county with a population of less than 85 000 or
  - \* a facility used in the transfer of municipal solid waste that transfers or will transfer 125 tons per day or less
- 3 Municipal solid waste transfer stations that qualify for a registration only under the provisions of Section 330 4 (q) allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling but not also under the provisions of Section 330 4 (d) may not be funded However those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category
  - 4 Municipal solid waste transfer stations that are only in the transfer of grease trap waste, grit trap waste, septage or other similar liquid waste, and which qualify for registration under Section 330 R) of the MSW regulations may be funded under this category Specifically Section 330 4 r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32 000 gallons a day or less
  - 5 Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded Costs associated with operating a facility once it is completed to include lease payments or contractual agreements for operations May not be funded

**(d) Category 4 Household Hazardous Waste Management**

Projects which provide a means for the collection recycling or reuse and/or proper disposal of household hazardous waste including household chemicals and other material Projects may include collection events consolidation and transportation costs associated with collection activities permanent collection facilities and education and public awareness programs

Funding limitations specific to this category

- 1 Projects under this category must be coordinated with TCEQ and DETCOG to ensure all applicable regulations and guidelines are followed
- 2 Funds provided under this Agreement may not be used for costs related to the disposal of collected wastes
- 3 Fund provided under this Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes
- 4 Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires used oil, oil filters, antifreeze lead-acid batteries and other special wastes excluded from disposal in municipal solid waste landfills However, collection of these materials may be included as part of a comprehensive Household Hazardous waste collection and management program so long as that is not the sole intent of the program

**(e) Category 5 Installation of Scales at MSW Landfills**

Projects for installation of scales and related equipment for the operation of those scales at the MSW landfill. Projects under this category may include design and engineering work, purchase and installation of scales and related equipment, site improvements necessary for equipment installation, and the purchase and installation of computer hardware and software necessary to operate the scales.

Funding limitations specific to this category:

- 1 Funds may not be used for the operation of a scales system once the system is in place
- 2 Funds may only be used for those costs directly related to the scales system. Ancillary equipment or facilities such as a gate house, fencing, landfill entrance road work and other similar activities may not be funded unless they are clearly necessary for the installation and operation of the scales.
- 3 Onboard truck scales are not eligible for funding.

**(f) Category 6 Technical Studies and Local Solid Waste Management Plans**

Projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level may be funded.

Funding limitations specific to this category:

- 1 The total funding provided under this category is limited to no more than ten (10) percent of the total grant budget for DETCOG.
- 2 All solid waste management plans must be consistent with the adopted regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ MSW regulations (31 TAC Chapter 330) and the Content and Format Guideline prepared by TCEQ.
- 3 All technical studies must be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines prepared by the TCEQ.
- 4 Funding provided under this category may not be used for final engineering work, designs, or construction plans.
- 5 A landfill or landfiling may only be the topic of a technical study if it is part of an overall integrated solid waste management plan.

**(g) Category 7 River and Lake Clean-ups and Texas Country Clean-ups**

River and lake clean-ups include projects conducted in close coordination with the TCEQ to clean up rivers, streams and lakes of litter and trash. Texas Country Clean-ups are designed to collect empty, properly rinsed pesticide containers, batteries, tires, used oil, and oil filters in rural areas which have historically had limited options in handling these types of waste.

Funding limitations specific to this category:

- 1 Any program or project funded under this category must be closely coordinated with the TNTCC. Prior to developing a proposal to conduct a Texas Country Clean-up activity, the project coordinator should contact the TCEQ's Country Clean-up staff to discuss potential program activities.
- 2 Agricultural or household chemicals may not be accepted at the Texas Country Clean-ups.
- 3 Funds may not be used for costs related to disposal of collected wastes.

**(h) Category 8 Educational and Training Projects**

Educational components are encouraged under the other categories in order to better ensure public participation in projects. Those educational components should be funded as part of those projects and not separately under this category. This category may be appropriate for "stand alone" educational projects dealing with a variety of solid waste management topics to the other limitations on travel expenses.

Funding limitations specific to this category:

Programs and projects funded under this category must be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

**Article 6 Insurance and Liability**

- (a) The SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this Contract.
- (b) The SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to DETCOG any amounts determined by DETCOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Contract.

**Article 7 Audit/Access to Records**

- (a) The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's office. The SUBCONTRACTOR shall also maintain and make available at its office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect) price or profit analysis for this Contract or any negotiated subagreement or change order or a copy of

the cost summary submitted to DETCOG. The DETCOG, TCEQ, Texas State Auditor's Office or any of the DETCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the DETCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities for such access and inspection.

- (b) Audits conducted pursuant to this provision shall be in accordance with state law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s).
- (c) The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to Section (a) above to the DETCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity to comment on the pertinent portions of the draft audit report.
- (d) Records under Section (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final DETCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e) Access to records is not limited to the required retention periods. The authorized representative designated in Section (a) of this article shall have access to records at any reasonable time for as long as the records are maintained.
- (f) The audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments to the extent the records reasonably pertain to subagreement performance, if there is any indication that fraud, gross abuse or corrupt practices may be involved, or if the subagreement is terminated for default or for convenience.
- (g) The DETCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Contract.
- (h) The SUBCONTRACTOR agrees to include Sections (a) through (g) of this article in all subagreements and all change orders directly related to project performance.

#### **Article 8 Independent Financial Audit**

The SUBCONTRACTOR agrees to the Single Audit requirements of the UGCMA. The SUBCONTRACTOR shall deliver to the DETCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the

Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors or inspection

All terms used in connection with audits in this Agreement shall the definitions and meanings assigned in the Single Audit Circular in UGMS Provisions of the Single Audit Circular in Part IV of UGMS shall apply to all non-state entities expending funds of this grant, whether they are recipients receiving funds directly from DETCOG or are subrecipients receiving funds from a pass-through entity (a recipient or another subrecipient) In addition the Subcontractor shall require the independent auditor to supply all audit work papers substantiating the work performed at the request of DETCOG or TCEQ or its designee

DETCOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by local government audit staff a certified public accountant firm, or other auditors as designated by the DETCOG Such audit conducted in accordance with applicable professional standards and practices SUBCONTRACTOR understands that the SUBCONTRACTOR shall be liable to the DETCOG for any costs disallowed as a result of audit

#### **Article 9 Amendments to Contracts**

Any alterations additions or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change SUBCONTRACTOR may terminate its participation herein as authorized by Article 9

DETCOG may from time to time require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder Such changes that are mutually agreed upon by and between DETCOG and the SUBCONTRACTOR in writing shall be incorporated into this Contract

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments including increasing or decreasing the amount of total funding altering budget category allocations extending or shortening the term of the agreement, or making significant changes in the scope of work schedule or deliverables must be approved in advance by the DETCOG A detailed description of the proposed change(s) shall be submitted in writing by the SUBCONTRACTOR to DETCOG for approval Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both the DETCOG and SUBCONTRACTOR

#### **Article 10 Termination of Contract**

(a) This Agreement shall be terminated upon performance of all requirements contained herein, unless extended in writing This Agreement may be terminated in whole or in part by DETCOG in the event of material failure to comply with the contract terms in accordance with the Uniform Grant Management Standards Provided that no such termination may be effected unless the other party is given as set forth in this Section

1 Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate

2 Any opportunity for consultation with the terminating party prior to termination



- (b) This Agreement may be terminated in whole or in part in writing by DETCOG for its convenience, in accordance with the Uniform Grant Management Standards. Provided that the Subcontractor is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which the DETCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project and the depletion of funds in the Municipal Solid Waste Disposal and Transportation Revenue Fee.
- (c) If the DETCOG terminates the Agreement for a material failure to comply with the Agreement terms under items (a) and (b), an adjustment in the Agreement amount shall be made in accordance with the Uniform Grant Management Standards.
- (d) Upon receipt of a termination action pursuant to items (a), (b), and (c) above, the Subcontractor shall perform the actions set forth in this Section:
- 1 Promptly discontinue all services affected (unless the notice directs otherwise)
  - 2 Deliver or otherwise make available to the DETCOG all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subcontractor in performing this Agreement, whether completed or in the process.
- (e) If, after termination for failure of the Subcontractor to fulfill contractual obligations, it is determined that the Subcontractor had not so failed, the termination shall be deemed to have been effected for the convenience of the DETCOG.
- (f) If any delay or failure of performance is caused by a force majeure event as described in the force majeure Article of this Agreement, the DETCOG may at its sole discretion terminate this Agreement in whole or part pursuant to this Article.

**Article 11 Force Majeure**

- (a) A force majeure event shall be defined to include decrees of or restraints by a governmental instrumentality, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.
- (b) Provided this Agreement has not been terminated, and subject to the conditions below, if a delay or failure of performance by either party results from occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if, and to the extent set forth in this Section:
- 1 The delay or failure was beyond the control of the party affected and not due to its fault or negligence.
  - 2 The delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or resume performance immediately after the obstacle was overcome.

- (c) No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after the commencement of the event, of the anticipated length and cause of delay the measures taken or to be taken to minimize the delay and the timetable by which the Subcontractor intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.
- (d) The DETCOG shall be responsible for costs related to a force majeure event only if they are incurred by the Subcontractor after the prior written request by the DETCOG Project Representative to incur such costs in connection with any force majeure event. Neither the DETCOG nor the Subcontractor shall have and both hereby waive any claim whatever for any damages resulting from delays caused by force majeure events.

**Article 12 Severability**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**Article 13 Data and Publicity**

All data and other information developed under this Contract shall be furnished to the DETCOG and shall be public data and information except to the extent that it is exempted from public access by Texas Public Information Act TEX GOV T CODE Chapter 882 ("Act"). Upon termination of this Contract all copies of data and information shall be furnished at no charge to DETCOG and TCEQ upon request to include data bases prepared using funds provided under this Agreement and become property of DETCOG and TCEQ. Except as otherwise provided by the Agreement or the Act, the Subcontractor shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the State of Texas and its authorized agents.

**Article 14 Intellectual Property**

- (a) Subcontractor shall pay all license fees and royalties and assumes all costs incident to the use or possession in the performance of the work or the incorporation in the work of any Intellectual Property.
- (b) Subcontractor shall promptly notify DETCOG and TCEQ of all Intellectual Property which Subcontractor or Subcontractor's employees, subcontractors or subcontractor's employees may produce, either solely or jointly with others, during the course of work. In addition, Subcontractor shall promptly notify DETCOG and TCEQ of all Intellectual Property to which Subcontractor may acquire rights in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property and shall identify any publications, sale, public use, or impending publication. Promptly upon request, Subcontractor shall supply such additional information as DETCOG or TCEQ may request.
- (c) With respect to such Intellectual Property as is (1) incorporated in the work (other than Intellectual Property for which DETCOG and TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise) (2) produced by Subcontractor or Subcontractor's employees, subcontractors or subcontractor's employees during the course of performing the work or (3) specifically identified in the

Supplemental Conditions as Intellectual Properties to which Intellectual Property Rights are granted pursuant to this paragraph Subcontractor hereby grants to DETCOG and TCEQ (1) a nonexclusive perpetual irrevocable enterprise-wide license to reproduce publish or otherwise use such Intellectual Property and associated use of documentation and (2) a nonexclusive perpetual irrevocable enterprise-wide license to authorize others to reproduce publish or otherwise use such Intellectual Property for DETCOG and TCEQ purposes

- (d) DETCOG and TCEQ shall have the right in its own discretion to independently modify any Intellectual Property to which license is granted herein for DETCOG and TCEQ's own purposes and use through the services of its own employees or independent contractors DETCOG and TCEQ shall own all Intellectual Property Rights to such modifications Subcontractors shall not incorporate any such modification into its Intellectual Property for distribution to third parties unless it first obtains license from DETCOG and TCEQ
- (e) Subcontractor shall comply with all Laws and Regulations relating to Intellectual Property Subcontractor represents and warrants to DETCOG and TCEQ that Subcontractor will not infringe any Intellectual Property Right of any third party Subcontractor further represents and warrants to DETCOG and TCEQ that in the course of performing work it will not use or possess any Intellectual Property owned by a third party without paying any required royalty or patent fees Subcontractor warrants that it has full title and ownership of the Intellectual Property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted herein, and that such license use by the DETCOG and TCEQ will in no way constitute an infringement or other violation of any Intellectual Property right of any third party The Subcontractor warrants that it shall have, throughout any applicable license term hereunder, free and clear title to, or the right to possess, use, sell, transfer, assign, license, or sublicense, products that are licensed or provided hereunder to DETCOG and TCEQ by Subcontractor Except as permitted in the Agreement, Subcontractor shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided hereunder to DETCOG and TCEQ for which title has not yet passed to DETCOG and TCEQ, without prior written consent of DETCOG and TCEQ Subcontractor represents and warrants DETCOG and TCEQ that neither it nor any other company or individual performing the work is under any obligation to assign or give to any third party any Intellectual Property rights granted or assigned to DETCOG and TCEQ, or reserved by DETCOG and TCEQ, pursuant to this Agreement
- (f) Subcontractor expressly acknowledges that state funds may not be expended in connection with the purchase of any automated information system unless that system meets certain statutory requirements of 2157 005 of the Government Code, relating to accessibility by persons with visual impairments Accordingly, the Subcontractor represents and warrants to DETCOG and TCEQ that technology provided to the DETCOG and TCEQ for purchase is capable either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means, (2) presenting information, including prompts used for interactive communications, in

formats intended for nonvisual use and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are blind or visually impaired For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws Examples of methods by which equivalent access may be provided include but are not limited to keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance

- (g) Subcontractor warrants that with respect to work performed under this Agreement, that all work is Year 2000 Compliant when used in accordance with the applicable documentation provided that all products used in combination with it (but not themselves included in or work or incorporated into the work) properly exchange data with the work Subcontractors warrants that the work meets all applicable standards of the Texas Department of Information Resources relating to Year 2000 Compliance In the event any work performed under this Agreement is not Year 2000 Compliant and the Subcontractor is provided written notice thereof Subcontractor shall at its sole expense immediately cause such work to become Year 2000 Compliant in a manner that will minimize interruption to ongoing business processes time being of the essence
- (h) The Subcontractor shall include provision adequate to effectuate the purposes of this paragraph in all subcontracts and subgrants under this Agreement in the course of which Intellectual Property may be produced or acquired

**Article 15 Energy Efficiency Standards**

The SUBCONTRACTOR is encourages to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P L 94-163)

**Article 16 Permits and Licenses**

Unless otherwise provided in the Agreement, Subcontractor shall obtain and pay for all construction permits and licenses Subcontractor shall pay all charges of utility owners for connections to the work, and Subcontractor shall pay all charges for such utility owners for capital costs related thereto such as plant investment fees

**Article 17 Identification of Funding Sources**

The SUBCONTRACTOR shall acknowledge the financial support of TCEQ through DETCOG whenever work funded in whole or part by this Contract is publicized or reported in news media or publications All reports and other documents completed as part of this Contract other than documents prepared exclusively for internal use within TCEQ, shall carry the following notation on the front cover or title page

**PREPARED IN COOPERATION WITH THE  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

**THROUGH THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS**

**Article 18    Dispute Resolution**

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by Contract shall be decided by the Executive Director of DETCOG or his designee who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy the SUBCONTRACTOR requests a rehearing from the Executive Director of DETCOG. In connection with any rehearing under this Article the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with DETCOG's final decision.

**Article 19    Oral and Written Contracts**

All oral or written Contracts between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

**Article 20    ADA Requirements**

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 42 U S C §§ 12101- 12213 (Pamph 1995)

**Article 21    Utilization of Small, Minority and Women's Business Enterprises**

- (a) A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which at least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.
- (b) The SUBCONTRACTOR is encouraged to use qualified Historically Underutilized Businesses (HUBs) in the performance of this Contract.

**Article 22    Funding under this Agreement Subject to Funds in the MSWDTRF**

It is the understanding of the parties that the source of funds provided by the FUNDING AGENCY is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF).

Due to the demands upon that source for funds necessary to protect health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF.

**Article 23 Employment Practices & Nondiscrimination**

The Subcontractor agrees that in the performance of this Agreement it will not discriminate against any employee or applicant because of race religion color sex, age, or national origin and will comply with Executive Order 11246 entitled "Equal Employment Opportunity " as amended by Executive Order 11375, and supplemented in the Department of Labor Regulations (41 CFR Part 60) The Subcontractor assures that no person will on the grounds of race creed, color, handicap national origin sex political affiliation or beliefs be excluded from, be denied the benefit of or be subject to discrimination under any program or activity funded in whole or part under this Agreement The subcontractor shall comply with all applicable state and federal statutes relating to nondiscrimination which include but not limited to, those listed in the Uniform Grant Management Standards

**Article 24 Concerning Subcontractors, Suppliers and Others**

- (a) All contractual expenditures using funds provided under this Agreement shall meet all procurement laws and regulations applicable to the Subcontractor and the Uniform Grant and contract Management Act and the Uniform Grant Management Standards Note that competitive bidding will generally be required The Subcontractor shall be responsible for the management and fiscal monitoring of all subcontractors and subgrantees The Subcontractor shall monitor its subcontractors and subgrantees as necessary to ensure that the subcontractors and subgrantees are operating consistently with applicable laws and regulations applicable contracting policies and this Agreement The Subcontractor shall ensure that all subcontractors and subgrantees comply with all record keeping and access requirements set forth in this Agreement TCEQ and DETCOG reserves the reserves the right to perform an independent audit of the Subcontractor their subcontractors and their subgrantees The Subcontractor their subcontractors and their subgrantees shall maintain detailed records Funds provided to the Subcontractor pursuant to this Agreement that are paid to the Subcontractor shall be used by the Subcontractor solely to satisfy the purposes of this Agreement
- (b) Subcontractor's contractual costs must comply with allowable costs requirements Subcontractors which are governmental entities must engage in contractor selection on competitive basis in accordance with their respective policies If Subcontractor has no competitive procurement policy or is a private entity Subcontractor must generally select contractors by evaluation and comparison of price quality of goods or services and past performance All subgrants awarded by the Subcontractor under this Agreement shall be in accordance with Subpart C Sec \_\_ 37 Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning

**Article 25 Conflict of Interest**

Subcontractor shall notify DETCOG immediately upon discovery of any potential or actual conflict of interest Subcontractor agrees DETCOG has sole discretion whether a conflict exists and that DETCOG may terminate the Agreement at any time on the grounds of actual or apparent conflict of interest No employee, officer or agent of Subcontractor shall participate in selection or in the award or administration of a contract supported by State funds if a conflict of interest real or apparent would be involved Such a conflict arises as set forth in this section (1) the employee officer or agent (2) any member of his immediate family (3) his or her partner or (4) an organization which employees or is about to employ any of the above The

Subcontractor shall notify DETCOG in writing of any actual, apparent or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

**Article 26 Remedies**

- (a) In accordance with Chapter 2259 Texas Government Code, the following Scheduling of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section
- 1 Reject substandard performance and request corrections without charge to DETCOG
  - 2 Issue notice of substandard performance or other non-conforming act or omission
  - 3 Request and receive return of any over payment or inappropriate payments
  - 4 Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity
  - 5 Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity
  - 6 Reject reimbursement requested and withhold all or partial payments. Funds may be retained by DETCOG for recovery or administrative costs or returned to TCEQ as authorized by agreements with TCEQ and by state or federal law
  - 7 Terminate the contract demand and receive return of all equipment purchased of contract funds return of any unexpended funds and repayment of expended funds
- (b) If the DETCOG evaluation finds the Subcontractor's performance to be substandard DETCOG may provide its written evaluation report to other governmental entities at any time. DETCOG may also provide its written evaluation report to the public as authorized by law.
- (c) DETCOG may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Subcontractor's substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to DETCOG in this Agreement shall not limit the remedies available to DETCOG under law.
- (d) The duties and obligations imposed in this section, are in addition to, and are not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Law and regulation by special warranty or guarantee or by other provisions of this Agreement and the provisions of this paragraph will be effective as if it repeated specifically in the Agreement in connection with each particular duty, obligation, right, remedy to which they apply.

**Article 27 Contract**

This Contract represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement will survive final payment, completion and acceptance of the work or termination or completion of the Agreement



**Exhibit 1, Attachment A**

**Request For Reimbursement  
Solid Waste Activities**

**A. Contractor Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B Request #** \_\_\_\_\_

**C Contract #** \_\_\_\_\_

**D Contract Period**

**From** \_\_\_\_\_

**To** \_\_\_\_\_

**E**

Date of Expenditure	Description of Expenditure	Amount Expended
XXXXXXXXXXXXXXXXXXXX	XXXXXX Total Requested	

**F Certification**

Services have been rendered as itemized in this invoice and are provided as described by the contract.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Exhibit 2, Attachment A**

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
FY 2002/2003 Regional Solid Waste Grant  
Financial Status Report**

- 1 Date \_\_\_\_\_ 3 Recipient Organization (Name and Complete  
2 Project Identification Number Address, Including ZIP Code)  
4 Request For Reimbursement \_\_\_\_\_  
Number \_\_\_\_\_  
5 Final Report ( ) YES ( ) NO \_\_\_\_\_  
6 Period Covered By This Report 7 Total Grant Period  
From \_\_\_\_\_ To \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
8 Signature of Authorized Certifying Official \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name and Title

9 BUDGET CATAGORIES	Budget	Expenses This Report	Previous Expenses	Total Expenses	Balance
a Personnel/Salaries					
b Fringe Benefits					
c Travel					
d Supplies					
e Equipment					
f Construction					
g Contractual (other than construction)					
h Other Expenses					
i Total Direct (Sum a-h)					
j Indirect Costs					
k Total (Sum i & j)					

Reviewed and approved by \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit 3, Attachment A****INSTRUCTIONS****PASS-THROUGH GRANT SUMMARY REPORT  
(Form PT-S1)**

The grant contract requires the Council of Governments (COG) to enter into legal agreements with each pass-through grant recipient. Those agreements are to include a defined work program, to include specific tasks and deliverables, with a concise schedule for completing the tasks and providing the deliverables.

The COG is responsible for monitoring each pass-through grant to ensure completion of the grant-funded activities. The attached reporting form provides an **example** format that can be used by the COG to obtain necessary information from pass-through grant recipients on the activities conducted for each project. It is recommended that the COG require submission of this or a similar report with each request for reimbursement of expenses by a grant recipient, as well as upon completion of all grant-funded activities.

The Progress Report Form consists of two sections, as outlined below:

**COVER SHEET**

This cover sheet should be completed with each report submitted. The report is to be signed by an authorized official. Also, this signature on the final report would certify that the grant recipient has completed all of the tasks and deliverables required under the project authorization, and that the terms of the grant contract have been met. Any uncompleted requirements should be explained with the report.

**STATUS OF COMPLETION OF WORK TASKS**

The report should provide information on the status of completing each major work task or deliverable set forth in the project authorization form. The grant recipient should also provide the COG with copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, public notices, advertisements, videos, etc.)

FY 2002/2003 REGIONAL SOLID WASTE GRANT  
PASS-THROUGH GRANT SUMMARY REPORT  
(FORM PT-S1)

1 Grant Recipient	2 Contract No
3 Report No	4 Report Period From _____ To _____
5 Percent (%) Completed to Date	6 Estimated Completion Date

7 STATUS OF COMPLETION OF WORK TASKS For each major work task or deliverable set forth in your grant contract, provide the following information (use the accompanying sheet)

- A Estimate the percent (%) complete of the task or deliverable
- B Briefly explain the activities conducted to date towards completing the task or deliverable Be sure to provide information on the status of equipment purchases and/or facility construction if applicable
- C List the major activities remaining to be conducted towards completing the task or deliverable
- D Provide an estimated date for the completion of the task or deliverable
- E Explain any problems or delays in completing the task or providing the deliverable

*Provide copies of all materials and documents produced with grant funds to date (e.g. reports, plans, brochures, educational materials, videos, etc.)*

8 SIGNATURE

Signature of Submitting Official

Typed or Printed Name and Title

Date Submitted

9 If Final Report

**Project Completion Certification**

For the final report the submitting official certifies that to the best of his/her knowledge and belief all tasks and deliverables required under the grant have been completed except as noted and fully explained in the report, and the terms of the grant contract have been met.

**PASS-THROUGH GRANT SUMMARY REPORT  
STATUS OF COMPLETION OF WORK TASKS  
Sheet \_\_\_ of**

**1 Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task.
  
- D. Estimated completion date
- E. Comments

**2. Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task.
  
- D. Estimated completion date
- E. Comments

**3 Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task.
  
- D. Estimated completion date
- E. Comments:

**ATTACH ADDITIONAL SHEETS, IF NEEDED**

**PASS-THROUGH GRANT SUMMARY REPORT  
STATUS OF COMPLETION OF WORK TASKS**  
Sheet \_\_\_ of

**4 Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task.
  
- D. Estimated completion date
- E. Comments

**5 Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task
- D. Estimated completion date
- E. Comments

**6 Task/deliverable**

- A. Percent (%) completed
- B. Activities conducted to date
  
- C. Major activities remaining to complete the task.
  
- D. Estimated completion date
- E. Comments

**ATTACH ADDITIONAL SHEETS, IF NEEDED**

**PASS-THROUGH GRANT SUMMARY REPORT  
STATUS OF COMPLETION OF WORK TASKS  
Sheet \_\_\_ of**

**REMARKS** Explain any problems encountered in conducting the overall project. Provide other information that may be helpful in understanding the status of the project.

**INSTRUCTIONS**

**REPORT ON RESULTS OF GRANT-FUNDED PROJECT  
(Form PT-R1)**

The Council of Governments (COG) is required to collect the results of each FY 2002/2003 implementation project funded in the region. For each project, data must be collected from the time the project is initiated through approximately one year after the end of the biennium, with the exception of projects which are not ongoing or one-time events, grantees must be made aware of this requirement in COG pass-through grant contracts. This will enable the COG to supply the Texas Commission on Environmental Quality (TCEQ) with two annual regional results reports during the biennium, and a follow-up regional results report approximately one year after the end of the biennium.

In order to better establish routine reporting responsibilities for grantees, it is recommended that the COG require quarterly results reporting for each project, along with quarterly work program progress reports. However, the actual frequency for reporting project results may vary at the COG's discretion. This document provides example reporting forms that may be used by the COG to obtain the necessary information.

**FORM PT-R1 AND ATTACHMENTS**

Form PT-R1 is provided for use by the COG in gathering project results during the biennium. For the most part, in order to facilitate overall results reporting, Form PT-R1 is designed to reflect Form RR-1, which is used by the COG to report regional results to TCEQ. However, the COG may modify Form PT-R1 as necessary.

Quantitative information must be provided in the units of measurement specified on each results sheet. To facilitate this, Form PT-R1 (Supplemental) provides standard volume-to-weight conversion factors for various materials. It is recommended that this or a similar reference sheet be distributed to all grantees along with their reporting forms.

The grantee should complete the cover sheet for Form PT-R1 and indicate which results sheets for specific grant categories (Forms PT-R1A through PT-R1I) are attached to the report. It is important to note that all information provided should be *cumulative*, beginning with the initiation of project activity through the reporting date. Note that for Form I, information should be included for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities. Additional instructions to the grantee are indicated on certain other attachments.

In order for the results report to be acceptable, an authorized representative of the grant recipient should sign and date the certification.



**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
REPORT ON RESULTS OF GRANT-FUNDED PROJECT  
(FORM PT-R1)**

1 Grant Recipient.	2 Contract or Project No
3 Report No	4 Grant Term From _____ To _____
5 Report Period From _____ To _____	6 Final FY 2002/2003 Report Yes _____ No _____

7 General Questions Complete the general questions listed on the back of this form, where applicable

8 Complete the applicable form(s) for the category of project conducted with grant funds T if attached

- \_\_\_ FORM A LOCAL ENFORCEMENT
- \_\_\_ FORM B SOURCE REDUCTION/RECYCLING
- \_\_\_ FORM C CITIZENS COLLECTION STATIONS/SMALL REGISTERED TRANSFER STATIONS
- \_\_\_ FORM D HOUSEHOLD HAZARDOUS WASTE - Attach a copy(ies) of the completed Data Information Form required to be submitted to TCEQ for each HHW collection activity
- \_\_\_ FORM E LANDFILL SCALES
- \_\_\_ FORM F TECHNICAL STUDIES
- \_\_\_ FORM G LOCAL/SUBREGIONAL SOLID WASTE MANAGEMENT PLANS
- \_\_\_ FORM H COMMUNITY CLEANUP EVENTS
- \_\_\_ FORM I EDUCATIONAL AND TRAINING PROJECTS (use for both stand-alone educational and training projects, or other projects that include an educational component)

9 CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Submitted

Effectiveness of the Grant-Funded Project

<p>a Describe the goal of the grant-funded project (should be consistent with the initial application information)</p>
<p>b Is the project achieving the intended goals? Yes _____ No _____ Partially _____</p>
<p>Explain below</p>

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Individual Project Results Reports  
Form PT-R1 (Supplemental)**

*Following are standard volume-to-weight conversion factors for various materials. This reference sheet is provided for your convenience, and should not be submitted with the report.*

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Glass Containers	Whole	500
	Broken	1 000
	Crushed	1 800
Aluminum Cans	Whole	60
	Flattened	200
	Baled	350
Steel Cans	Whole	150
	Flattened	400
	Baled	850
Appliances	Uncompacted	200
Grass Clippings	Loose	350
	Compacted	650
Leaves	Loose	150
	Compacted	550
Brush and Branches	Loose	250
	Chipped	600
Yard Trimmings	Loose	600
	Compacted	1 040
Newspaper	Loose	430
	Loose stacked	600
	Baled downstroke	650
	Baled horz single ram	700
	Baled horz double ram	800

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Corrugated	Loose	100

Cardboard	Compactor truck	250
	Baled downstroke	500
	Baled horz single ram	650
	Baled horz double ram	750
Computer or Office Paper	Loose	350
	Baled	750
Mixed Paper	Loose	150
PET Soft Drnk Bottles	Whole	34
	Flattened	75
	Baled	400
	Baled perforated	650
	Granulated	550
HDPE Milk or Water Bottles	Whole	30
	Flattened	65
	Baled	400
	Granulated	550
Plastic Film	Baled	850
Wood waste	Loose	300
	Chipped	500
Asphalt	Loose	1 400
Concrete	Loose	4 000

**General Conversions**

1 ton = 2 000 pounds  
 1 yard = 27 cubic feet

**FY 2002/2003 REGIONAL SOLID WASTE GRANT  
Form PT-R1A Local Enforcement**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Amount of grant funding	\$
Total number of illegal dumping sites investigated	
Number of small illegal dumping sites investigated (<5 lbs )	
Number of medium illegal dumping sites investigated (5-100 lbs )	
Number of large illegal dumping sites investigated (>100 lbs )	
Total number of fines issued	
Total amount of fines issued	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste ( <i>in pounds</i> ) removed from illegal dumping sites through enforcement actions	

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1B Source Reduction/Recycling**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount	\$
Total amount (in tons) of materials diverted	
Amount (in tons) of brush/yard waste diverted	
Amount (in tons) of glass diverted	
Amount (in tons) of metal diverted	
Amount (in tons) of plastic diverted	
Amount (in tons) of cardboard diverted	
Amount (in tons) of newspaper diverted	
Amount (in tons) of other paper diverted	
Amount (in tons) of C&D debris diverted	
Number of months materials collected (to be used in obtaining averages)	
Average monthly diversion amount (in tons)	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided (i.e., what it would have cost to landfill the total amount of materials diverted)	\$
Average monthly disposal costs avoided	\$

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1C Citizens Collection Stations/Small Transfer Stations**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal ( <i>in tons</i> )	
Number of months station in operation ( <i>to be used in obtaining averages</i> )	
Average monthly disposal amount ( <i>in tons</i> )	
Total amount of materials diverted for beneficial use ( <i>in tons</i> )	
average monthly diversion amount ( <i>in tons</i> )	
Total fees collected for station use (\$)	\$
Average monthly fees collected	\$
Total revenue from sale of diverted materials (\$)	\$
Average monthly revenues	\$

Comments



**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1D Household Hazardous Waste Management**

*Note If the project contains education or training activities, Attachment I must also be completed*

*This form is intended to provide summary results for the solid waste grants program Household Hazardous Waste Collections Data Information Forms must still be submitted separately to Ms Ingrid Dierlam-McDonald of TCEQ's Small Business and Environmental Assistance Division*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount (\$)	
Total number of individual collection events	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
Total amount of HHW (excluding hazardous paint) collected (in pounds)	
Total amount of hazardous paint collected (in pounds)	
Total cost of hazardous materials contractor services (\$)	
Total amount of nonhazardous paint collected for reuse/recycling (in gallons)	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling (in gallons)	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling (in gallons)	
Total number of used tires collected for reuse/recycling	

**Comments**

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1E Landfill Scales**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount	\$
Total tons of waste weighed on scales	
Estimate of total tons of waste not weighed on scales (i.e. 400 lb/yd <sup>3</sup> for uncompacted waste and 666 lb/yd <sup>3</sup> for compacted waste)	

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1F Technical Studies**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount (\$)	
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1G Local/Subregional Solid Waste Management Plans**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount (\$)	
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of entities having implemented actions related to plan goals, objectives or recommendations	

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM  
Form PT-R1H Community Cleanup Events**

*Note If the project contains education or training activities, Attachment I must also be completed*

Reporting Parameter	Cumulative FY 2002/2003 Results
Grant funding amount (\$)	
Total number of individual cleanup events held	
Total number of participants/volunteers	
<b>For river/lake and neighborhood/park cleanups</b>	
If applicable total waterfront cleaned up ( <i>in miles</i> )	
If applicable, total land area cleaned up ( <i>in acres</i> )	
Total debris/litter collected for disposal ( <i>in pounds</i> )	
Total amount of materials collected for recycling/reuse ( <i>in pounds</i> )	
<b>For Texas Country Cleanups</b>	
Total amount of paint collected for recycling/reuse ( <i>in gallons</i> )	
Total number of lead-acid batteries collected for recycling/reuse	
Total amount of motor oil collected for recycling/reuse ( <i>in gallons</i> )	
Total number of oil filters collected for recycling/reuse	
Total amount of antifreeze collected for recycling/reuse ( <i>in gallons</i> )	
Total number of tires collected for recycling/reuse	
Total number of empty pesticide containers collected for recycling/reuse	

Comments

**FY 2002/2003 REGIONAL SOLID WASTE GRANTS PROGRAM**  
**Form PT-R11 Education/Training\***

*Note Use for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities*

Reporting Parameter	Results
If a stand-alone education/training project grant funding amount	\$
If project is in another grant category amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e g , brochures fliers manuals freebies etc )	
Total number of mass media activities (e g press releases PSAs billboards or signs etc )	
Estimated total number of people reached through mass media activities	

Comments

Oct. 22 2002

Budget Revision #2002 28a FY02

*Item #10*

POLK COUNTY  
By Bill Law County Auditor

Fund Account	Description	Increase	Decrease	Comments	Budget	Amended Budget	Net Change
010-400-480	Bonds	71.00		Per Bill Law	0.00	71.00	71.00
010-400-315	Office Supplies		71.00	Per Bill Law	1700.00	1629.00	71.00
010-402-572	Office Furnishings/Equipment	279.00		Per Nita Bowen	150.00	729.00	579.00
010-402-394	Safety Equipment		279.00	Per Nita Bowen	4780.00	3981.00	279.00
010-426-108	Part Time Salaries	2866.34		Per Bill Law	0.00	2866.34	2866.34
010-426-105	Salaries		1209.19	Per Bill Law	76908.19	75699.00	1209.19
010-426-201	Social Security		1657.15	Per Bill Law	13747.68	12090.57	1657.15
010-475-315	Office Supplies	9.46		Per Bill Law	5000.00	5009.46	9.46
010-475-481	Fees/Dues		9.46	Per Bill Law	1216.00	1206.54	-9.46
010-511-330	Gas & Oil	67.00		Per Don Maxwell	7500.00	9921.00	2421.00
010-511-450	Repairs/Replacement Buildings		67.00	Per Don Maxwell	111000.00	123022.01	12022.01
010-511-423	Mobil Phones/Pagers	26.00		Per Don Maxwell	1500.00	2526.00	1026.00
010-511-427	Travel/Training		26.00	Per Don Maxwell	2000.00	739.55	1260.45
010-512-315	Office Supplies	110.00		Per Billy Nelson	1500.00	4110.00	2610.00
010-512-333	Groceries	502.00		Per Billy Nelson	90000.00	8502.00	1498.00
010-512-202	Group Insurance		612.00	Per Billy Nelson	120084.00	119472.00	-612.00
010-560-330	Gas & Oil	3336.00		Per Bill Nelson	65000.00	82836.00	2164.00
010-560-392	Animal Shelter	955.00		Per Bill Nelson	4000.00	4955.00	955.00
010-560-393	Law Enforcement Supplies	4800.00		Per Bill Nelson	12000.00	20100.00	8100.00
010-560-423	Mobil Phones	206.00		Per Bill Nelson	1400.00	17706.00	3706.00
010-560-427	Travel/Training	152.00		Per Bill Nelson	15000.00	16552.00	1552.00
010-560-202	Group Insurance		8244.33	Per Bill Nelson	206544.48	191765.96	14778.52
010-560-201	Social Security		1204.67	Per Bill Nelson	85446.44	86699.94	3253.50
010-696-405	Employee Physicals	154.00		Per Judy Isaacs	1000.00	10408.00	408.00
010-696-201	Social Security		154.00	Per Judy Isaacs	3461.67	3307.67	154.00

Approved By \_\_\_\_\_  
Date \_\_\_\_\_

015-610-491	Equipment Insurance	581 00		Per Bill Law	16581 00	581 00
015-610-427	Travel/Training		581 00	Per Bill Law	9419 00	581 00
015-621-423	Mobil Phones	65 00		Per Comm Willis	2381 50	731 50
015-621-456	Parts/Repairs	200 00		Per Comm Willis	32510 00	2510 00
015-621-337	Materials & Supplies		265 00	Per Comm Willis	32851 86	19851 86
015-623-354	Tires & Tubes	220 00		Per Comm Purvis	20869 54	15169 54
015-623-456	Parts & Repairs	835 00		Per Comm Purvis	60667 17	8832 83
015-623-339	Construction Materials		1055 00	Per Comm Purvis	73260 81	38260 81
015-624 300	Uniforms	48 00		Per Comm Hubert	3848 00	348 00
015-624-354	Tires & Tubes	67 00		Per Comm Hubert	9011 00	989 00
015-624-420	Telephone	19 00		Per Comm Hubert	1555 00	55 00
015-624-442	Water	22 00		Per Comm Hubert	522 10	147 10
015-624-456	Repairs/Parts	1188 00		Per Comm Hubert	62088 00	24088 00
015-624 337	Materials & Supplies		1344 00	Per Comm Hubert	9860 00	2140 00
032 595-403	Gas Monitoring	1314 00		Per Judge Thompson	29848 22	20048 22
032 595-377	Materials/Supplies		1314 00	Per Judge Thompson	54181 00	1819 00
		<u>18 092 80</u>				
			<u>18 092 80</u>			

Approved By

Date



Oct. 22 2002

POLK COUNTY  
By: Bill Law County Auditor

*Item #10*

Budget Revision  
#2003-18  
FY03

Fund Account	Description	Increase	Decrease	Comments	Budget	Amended Budget	Net Change
010-409-490	Automobile Insurance	16184 00		Per Judge Thompson	60000 00	76184 00	16184 00
010-409-492	General Liability Insurance	3352 00		Per Judge Thompson	22500 00	25852 00	3352 00
010-560-480	Law Enforcement Liability	2215 00		Per Judge Thompson	40850 00	42865 00	2215 00
010-401-352	Contingencies		7191 00	Per Judge Thompson	50000 00	42809 00	7191 00
010-409-482	Property Insurance		6680 00	Per Judge Thompson	80000 00	73320 00	-6680 00
010-409-493	Public Officials Liability		942 00	Per Judge Thompson	23305 00	22363 00	942 00
010-409-494	Elec. Equip. Insurance		14634 00	Per Judge Thompson	21550 00	6916 00	14634 00
010-551-423	Mobile Phones/Pagers	873 35		Per Lester Tatum	500 00	1373 35	873 35
010-551-572	Radio/Office Equipment	1126 65		Per Lester Tatum	2700 00	3826 65	1126 65
010-551-315	Office Supplies		500 00	Per Lester Tatum	1000 00	500 00	500 00
010-551-427	Travel/Training		1500 00	Per Lester Tatum	2500 00	1000 00	1500 00
015-370-010	Transfer from General Fund(rev)	7696 00		Per Judge Thompson(Ins Premium )	0 00	7696 00	7696 00
015-610-491	Mobile Equipment Insurance	7696 00		Per Judge Thompson(Ins Premium )	8000 00	15696 00	7696 00
010-645-572	Capital Outlay	100 00		Per Barbara Hayes	3000 00	3100 00	100 00
010-645-315	Office Supplies		100 00	Per Barbara Hayes	2000 00	1900 00	100 00
		<u>23 851 00</u>	<u>31 547 00</u>				

Approved By:

Date:

Oct 22 2002

*Fent#11*

POLK COUNTY  
By Bill Law County Auditor

Budget Amendment  
#2002 26  
FY 02

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-511-373	Capital Outlay	19600 00		Per Judge Thompson/Emerg. Generator/fall	10000 00	51203 00	41203 00
010-271-000	General Fund Balance		19600 00	Per Judge Thompson/Emerg. Generator/fall	0 00	0 00	0 00
015-369-200	Reimbursement for Materials	31 75		Per Comm Smith/ ck from City of Onalaska	0 00	200988 00	200988 00
015-622-337	Materials & Supplies	31 75		Per Comm Smith/ ck from City of Onalaska	17500 00	17336 96	163 04

19 600 00      19 600 00

Approved By:  
Date

*Item # 11*

POLK COUNTY  
By: Bill Law County Auditor

Budget Amendment  
#2003-01  
FY 03

Oct. 22 2002

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
015-306-100	Reimbursement for Materials	500 00		Per Comm Wlls/ ct from Lubbe Whitmire	0 00	-500 00	-500 00
015-021 339	Construction Materials	500 00		Per Comm Wlls/ ct from Lubbe Whitmire	87050 00	87550 00	500 00

0 00                      0 00

Approved By  
Date

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 137 00
TOTAL OF ALL FUNDS	4 137 00

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

*W H Lan*

W H LAN

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P Thompson*

F4/03

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2 541 76
015 ROAD & BRIDGE ADM	175 67
027 SECURITY	11 95
049 DISTRICT ATTY HOT CHECK FUND	102 75
051 AGING	82 17
088 JUDICIARY FUND	2 475 40
TOTAL OF ALL FUNDS	5 189 70

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*[Signature]*

*[Signature]*

F103

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	
010 GENERAL FUND	
TOTAL OF ALL FUNDS	

DISBURSEMENTS	
11 339 84	
-----	
11 339 84	

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

Copy

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	39 38
TOTAL OF ALL FUNDS	39 38

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

W H LAM



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	
010 GENERAL FUND	
TOTAL OF ALL FUNDS	

DISBURSEMENTS	
	11 000 00
	-----
	11 000 00

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE





DATE 10/10/2002 TO 10/10/2002

ACH CLAIMS LIST

CHK107 PAGE 13

TOTAL ALL ITEMS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
					288	64 930 15

TOTAL ITEMS WRITTEN

GRAND TOTAL AMOUNT

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*

VOL

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ACH # 289 AMOUNT

12  
204 817 29

TOTAL ALL ITEMS

DATE

ITEM/REASON

ACCOUNT NAME

ACCOUNT #

VENDOR NAME

TOTAL ITEMS WRITTEN  
GRAND TOTAL AMOUNT

*William H. Law*

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 150 90
015 ROAD & BRIDGE ADM	659 42
027 SECURIT)	30 00
088 JUDICIAP / FUND	2 090 00
090 DRUG OFFERTURE FUND	13 580 00
101 ADULT SUPERVISION	1 196 26
108 CCP - SUPERVILLANCE	350 50
184 JUVENILE PROBATION	125 00
185 CCAP - JUVENILE PROBATION	443 02
TOTAL OF ALL FUNDS	21 625 10

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*William F. Law*

*John P. Thompson*

Page 3

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 CELEFAL FUND	11 033 90
015 RCAD & BRIDGE ADM	256 67
049 DISTRICT ATTY HOT CHECK FUND	30 59
068 JUDICIARY FUND	43 35
TOTAL OF ALL FUNDS	11 364 51

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*[Signature]*

*[Signature]*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 975 77
TOTAL OF ALL FUNDS	4 975 77

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING	198 48
TOTAL OF ALL FUNDS	198 48

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

*W. H. Law*

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P. Thompson*

FY03

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	9 090 00
TOTAL OF ALL FUNDS	9 090 00

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

W H LAW  
 COUNTY AUDITOR  
*William H. Law*

JOHN P THOMPSON  
 COUNTY JUDGE  
*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
032 AVAILABLE SCHOOL FUND ACCT	1 982 90
TOTAL OF ALL FUNDS	1 982 96



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

W H LAN

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
026 POLK COUNTY HISTORICAL COMM	327 98
TOTAL OF ALL FUNDS	327 98

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

W E LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W E Lam*

*John P. Thompson*

2017

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2 339 46
015 ROAD & BRIDGE ADM	324 18
051 AGING DEPT	102 03
TOTAL OF ALL FUNDS	2 765 67

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*[Signature]*

*[Signature]*

*Fy 02*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	492 00
015 ROAD & BRIDGE ADM	118 00
051 AGING DEPT	14 00
101 ADULT SUPERVISION	42 00
184 JUVENILE PROBATION	10 00
185 CCAP - JUVENILE PROBATION	14 00
<b>TOTAL OF ALL FUNDS</b>	<b>690 00</b>

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

W H LAW

*William F. Law*

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P. Thompson*

Fy 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	54 286 57
015 ROAD & BRIDGE ADM	4 169 94
032 ENVIRONMENTAL SERVICES	988 50
094 COUNT, RECORDS MGMT FUND	915 01
TOTAL OF ALL FUNDS	60 360 02

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

W H LAW

*William H. Law*

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P. Thompson*

FY 03

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	31 708 48
015 ROAD & BRIDGE ADM	11 635 30
049 DISTRICT ATT, HOT CHECK FUND	624 68
TOTAL OF ALL FUNDS	43 968 46

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

4403 VOL

CHECK # 173647

BANK ACCT MAIN  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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 10 18/2002 \$11,000 00  
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 \*\*\*\*\* 00

UNITED PARCEL SERVICE  
(POSTAGE BY PHONE)

CHECK # 173647

010-499-487 GENERAL FUND TAY ST 11 000 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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ADDITIONAL

F403

CHECK # 173649

BANK ACCT MAIN  
 10/18/2002  
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 \*\*\*\*\*50 00

WHARTON COUNTY SHERIFF OFFICE

P O BOX 726  
WHARTON TX 77488

CHECK # 173649

010-325-801 GENERAL FUND  
 \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$  
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 CC FEE 50 00



ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 784 50
TOTAL OF ALL FUNDS	4 784 50

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

W H LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W H LAM*  
 \_\_\_\_\_  
*John P Thompson*  
 \_\_\_\_\_

ADDITIONAL



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING	149 05
TOTAL OF ALL FUNDS	149 05

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

W H LAM

*W H Lam*

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*John P. Thompson*

ADDITIONAL

Addendum Schedule of Bills for Court Dated 10/22/02  
FY-02

Vendor	Amount	Explanation
AQUA TEK	\$ 20 00	AGING
BASKINS	\$ 49 90	JAIL
BASKINS	\$ 97 15	SHERIFF DEPT
BVCAA	\$ 8 750 00	COMMISSIONER COURT
CUSTOM PRODUCTS CORP	\$ 1 947 26	R&B ADMINISTRATION
EASTEX SECURITY	\$ 216 00	MAINT ENG
FISH & STILL EQUIPMENT INC	\$ 134 73	R&B#3
GALLOWAY S EXXON	\$ 7 00	R&B#4
GOODRICH VFD	\$ 1 999 54	VFD
HYDREX ENVIRONMENTAL INC	\$ 1 314 00	WASTE MGMT
INDIAN SPRINGS VFD	\$ 1 385 61	VFD
CHEROKEE COUNTY CLERK	\$ 375 00	PAUPER & LUNACY
NATIONAL FURNITURE SERVICES	\$ 600 00	D A (GRANT MATCH)
POLK COUNTY ENTERPRISE	\$ 13 75	PUBLICATIONS
SAM RAYBURN G & T ELECTRIC COOP	\$ 164 00	SHERIFF DEPT
SOUTH POLK COUNTY VFD	\$ 1 385 61	VFD
TOTAL	\$ 18 459 55	

*John P. Thompson*

ADDITIONAL

Addendum Schedule of Bills for Court Dated 10/22/02  
FY-03

VOL

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Vendor	Amount	Explanation
BIVINS SYLVIA	\$ 1 336 45	EXTENSION
C T JONES INSURANCE AGENCY	\$ 382 00	TAX ASSESSOR
PRISONER TRANSPORTATION SERVICES	\$ 925 00	JAIL
WOODVILLE ISD	\$ 1 800 00	COMMISSIONER COURT
TEXAS ASSOCIATION OF COUNTIES	\$ 263 196 00	FY03 INSURANCE
TODAY'S TECHNOLOGY	\$ 1 299 98	EMERG MGMT •
TOTAL	\$ 268 939 43	

*John P. Thompson*

ADDITIONAL

#13

DATE OCTOBER 9 THROUGH OCTOBER 22, 2002

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	ROBERT W BLAKLEY	ROAD & BRIDGE PRECINCT # 2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	14/1 \$21,383.61	RECLASSIFIED TO (16/1) (#108 HEAVY EQUIP OPER) (\$23,603.51) EFFECTIVE 10/09/2002
(2)	JERRY ALTON BUSBY	ROAD & BRIDGE PRECINCT # 1	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL TIME	16/5 \$26,053.85	MERIT INCREASE TO (16/7) (\$27,372.83) EFFECTIVE 10/08/2002
(3)	DONALD W HILL	ROAD & BRIDGE PRECINCT # 1	#110 FOREMAN II	REGULAR FULL TIME	21/1 \$30,214.49	MERIT INCREASE TO (21/2) (\$30,989.85) EFFECTIVE 10/09/2002
(4)	WILLIAM R NELSON JR	ROAD & BRIDGE PRECINCT # 1	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	14/5 \$23,603.51	RECLASS & MERIT INCREASE TO HEAVY EQUIP OPER. (#108) (16/2) (\$24,183.90) EFFECTIVE 10/09/2002
(5)	NORMA ALENE EDMONDS	ROAD & BRIDGE PRECINCT # 1	#103 SECRETARY II	REGULAR FULL TIME	12/5 \$21,383.61	RECLASSIFICATION TO (902) (OFFICE MANAGER) (15/1) (\$22,488.16) EFFECTIVE 10/09/2002
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						

AMENDED

*signed original copy*

*Item #15*

**Public Health Preparedness/Bioterrorism  
Angelina County & Cities Health District - Polk County**

**COPY**

This contract is entered into between Polk County, Texas and the Angelina County & Cities Health District, both local governmental units organized and established under Texas Law. This agreement is concluded under and governed by Chapter 121 of the Health and Safety Code ("The Local Public Health Reorganization Act"), Chapter 122 of the Health and Safety Code ("Powers and Duties of Counties and Municipalities Relating to Public Health") and Chapter 791 of the Government Code ("Interlocal Cooperation Contracts"). Angelina County & Cities Health District currently has a Health District, authorized under Chapter 121 of the Health and Safety Code which provides public health services to the residents of Angelina County.

Texas Government Code Chapter 791 allows local governments to contract with other local governments to obtain public health services (§791.003(3)(D)).

Polk County desires to obtain the following health services for its citizens: Public Health Preparedness/Bioterrorism as mandated by the Texas Department of Health. Angelina County & Cities Health District agrees to provide those services to the citizens of Polk County, Texas. The compensation for such services will be determined by the Texas Department of Health allotment of funds for Public Health Preparedness/Bioterrorism. The calculated allotment being \$80,877 for the initial 15 month period June 1, 2002 through August 31, 2003.

\_\_\_\_\_  
Chairman - Board Of Health Angelina County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator - Angelina County & Cities Health District

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Judge - Polk County

\_\_\_\_\_  
Date



#16

WFS-48.FM  
Prescribed by Secretary of State  
Sections 85.067 and 85.068, V.T.C.A., Election Code  
9/93

Vol Posted 48 PAGE 1369  
10/22/2002

**NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES**

Early voting by personal appearance will be conducted at the following locations.

Date	** Location	Hours
OCTOBER 28, 2002	DUNBAR COMMUNITY CENTER	11.30 AM - 6:30 PM
OCTOBER 29, 2002	GOODRICH I S D (ADMINISTRATION BLDG)	12 00 PM - 6:00 PM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\* ADDITIONAL LOCATIONS APPROVED IN COMMISSIONERS COURT 10/22/2002  
AT 10 00 AM

*Barbara Middleton*  
Early Voting Clerk  
BARBARA MIDDLETON

**AVISO DE LA VOTACION ADELANTADA EN LOS SITIOS DE VOTACION AUXILIARES**

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera.

Fecha	Sito **	Horas
28 de octubre 2002	DUNBAR COMMUNITY CENTER	11.30 AM - 6.30 PM
29 de octubre 2002	GOODRICH I.S.D. (ADMINISTRATION BLDG )	12 00 PM - 6 00 PM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____


Posted 10/22/2002

OCT 23 2002  
POLK COUNTY JUDGE

\*\* APPROVED IN COMMISSIONERS COURT 10/22/2002 10.00 AM

*Barbara Middleton*  
Secretario(a) de la Votación Adelantada  
BARBARA MIDDLETON

#16



# TEMPORARY BRANCH EARLY VOTING

▶ \*\*GOODRICH I.S.D ADMINISTRATION BLDG \*\*




▶ \*WEDNESDAY \* OCTOBER 23, 2002

▶ 1:00 P.M. to 5:00 P.M.

EARLY VOTING AT THE MAIN COURTHOUSE - LIVINGSTON  
OCTOBER 21, 2002 thru NOVEMBER 1, 2002 - 8 00 AM - 5 00 P M  
and SATURDAY, OCTOBER 26<sup>th</sup> AT 8 00 AM - 12 00 PM (NOON)








---


# TEMPORARY BRANCH EARLY VOTING

will be conducted

**\*\*ESCAPEE'S CARE CENTER**  
**\*\* THURSDAY \* OCTOBER 24, 2002**  
**10:00 A.M. to 2:00 P.M.**

MAIN COURTHOUSE - LIVINGSTON - EARLY VOTING  
OCT 21, 2002 thru NOV 1, 2002 - MONDAY thru FRIDAY - 8 00 AM - 5 00 P M  
and SATURDAY - OCTOBER 26th - 8 00 to 12 00 PM (NOON)





# TEMPORARY BRANCH EARLY VOTING

▶ will be conducted

▶ **\*\*GOODRICH I.S.D. ADMINISTRATION BLDG \*\***

▶ **\*TUESDAY \* OCTOBER 29, 2002**

▶ **12:00 P.M. to 6:00 P.M.**

MAIN COURTHOUSE - LIVINGSTON - EARLY VOTING

OCT 21, 2002 thru NOV 1, 2002 -

MONDAY - FRIDAY - 8 00 AM - 5 00 P M

and SATURDAY - OCT 26, 2002 8 00 AM to 12 00 PM (noon)



Item # 18

Lake Communication Co, Inc dba Eastex Security shall perform according to the terms and conditions of the pages here in by reference, and listed below

Type of Service Fire Alarm System Quarterly Test and Inspection

Services shall commence on

Total Annual Amount Five Hundred Twenty-Five Dollars (\$525 00)

The Customer agrees to purchase and Lake Communication Co Inc dba Eastex Security agrees to provide the services identified in this Agreement subject to Lake Communication Co Inc dba Eastex Security approval and continuance of credit approval by Lake Communication Co Inc dba Eastex Security No waiver change or modification of any terms or conditions of the Agreement shall be binding on Lake Communication Co, Inc, dba Eastex Security unless made in writing and signed by an officer or authorized manager of Lake Communication Co, Inc, dba Eastex Security The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Lake Communication Co, Inc., dba Eastex Security

APPROVED FOR Lake Communication Co, Inc, dba Eastex Security

By Martin Trucks

Date 10-17-02

Title R.A.S. #0792

P O Number \_\_\_\_\_

COPY

Proposal No 1027

Agreement No \_\_\_\_\_

Page 2 of 4

## Fire Alarm System Testing and Inspection

Lake Communication Co , Inc , dba Eastex Security will test and maintain the fire Alarm System described in the attached list of equipment and/or on the following system drawings

**\*\* Please see attached list of equipment\*\***

### Preventive Maintenance Inspections

Each Preventive Maintenance Inspection will be scheduled by Lake Communication Co , Inc dba Eastex Security so that all tasks are performed using properly trained technicians and the special tools and instruments required to analyze the system to maintain the system in good working order

Tasks include System performance evaluation adjustment of system components

### Testing

Lake Communication Co , Inc dba Eastex Security will perform Four @ 25% test(s) per year on initiating devices and indicating appliances to ensure system integrity

Lake Communication Co , Inc , dba Eastex Security will provide the Customer with a report that such tests have been completed along with a list of any deficiencies found and recommendations for correcting them

### Customer Training

During each scheduled test, Lake Communication Co , Inc , dba Eastex Security will provide ongoing system operator training and instructions upon request by the Customer

### Predictive Maintenance

Lake Communication Co , Inc , dba Eastex Security will analyze equipment covered under this Agreement to detect potential failures If corrective actions are found necessary, repair proposals will be submitted for Customer s approval

List of Equipment

Qty	Component	Serial No	Manufacturer	Description/Location
1	F.A.C.T.			FIRE ALARM CONTROL PANEL
6	D.			DAMPERS
50	S D.			SMOKE DETECTORS
18	STR.			STROBE
11	P S.			PULL STATION
18	H.S.			HORN STROBE
3	F.S.			FLOW SWITCH
6	D.H.			DOOR HOLDER

Proposal No 1027  
Agreement No \_\_\_\_\_  
Page 4 of 4

### Special Provisions

- 1 Customer agrees to provide all access to equipment pertaining to the fire alarm system initiating and indicating appliances. Customer also agrees to provide all ladders and lifts to reach detectors over 8 feet high.
- 2 Lake Communication Co, Inc, dba Eastex Security will perform four (25%) functional common area fire alarm tests and inspections per year during normal business hours. Following each test Lake Communication Co, Inc dba Eastex Security will submit a complete report outlining any deficiencies and recommendations.
- 3 All services included in this agreement will be performed by or under the supervision of Lake Communication Co, Inc, dba Eastex Security factory trained technicians following manufacturer's specifications.
- 4 Smoke and duct detector cleaning and sensitivity testing as required by the Texas Commission on Fire Protection and NFPA 72E, 1990 edition is not included in this agreement unless specifically selected as an option.
- 5 All labor outside the scope of this agreement will be billed at our preferred customer rate \$64.25.
- 6 Emergency service jobsite response time shall be within twenty-four (24) hours or less from receipt of call.
- 7 Customer operator training if requested is at no additional charge.
- 8 Lake Communication Co, Inc, dba Eastex Security will provide and maintain a Life Safety System Log on the customer's premises. All inspection reports and field service orders will be filed in the book.
- 9 Following each inspection, customer will receive a complete computer generated line item report of the test outlining all devices tested as well as failures and recommendations.

Customer \_\_\_\_\_  
Lake Communication Co, Inc, dba Eastex Security \_\_\_\_\_  
Date \_\_\_\_\_