



POLK COUNTY COMMISSIONERS COURT
JULY 22, 2003
10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2003-063

COPY

NOTICE

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

Agenda topics

1. CALL TO ORDER.
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
NEW BUSINESS
4. APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF JULY 8, 2003, AS WELL AS THE (SPECIAL) MEETING (WORKSHOP) OF JULY 14, 2003.
5. CONSIDERATION AND ACTION ON AN ORDER BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS CALLING A BOND ELECTION TO BE HELD WITHIN SAID COUNTY, MAKING PROVISION FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTION.
6. CONSIDERATION AND ACTION ON AN ORDER BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS RELATING TO THE CONSTITUTIONAL AMENDMENT ELECTION AND BOND ELECTION TO BE HELD WITHIN SAID COUNTY, MAKING PROVISIONS FOR THE CONDUCT OF SAID ELECTIONS AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTIONS.
7. CONSIDER PETITION TO ABANDON CERTAIN PORTION OF ROADWAY, .066 ac. OF NORTHWEST PORTION OF INLET DR. IN PINE SHADOWS, PCT. 1.
8. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID # 2003-11 (SALE OF USED TRAILER, PCT. 4)
9. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2003-13 (PURCHASE OF FLAT BED ^{for}TRUCK TO BE ACQUIRED STATE GRANT PROGRAM FOR VOLUNTEER FIRE DEPARTMENT/S).
10. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2003-14 (PURCHASE OF TRUCK CHASSIS TO BE ACQUIRED STATE GRANT PROGRAM FOR VOLUNTEER FIRE DEPARTMENT/S).
11. CONSIDER APPROVAL OF APPOINTMENT OF ELECTION JUDGES AND ALTERNATES FOR THE PERIOD OF JULY, 2003 THROUGH JUNE, 2004.
12. CONSIDER APPROVAL OF AGREEMENT WITH ANGELINA COUNTY & CITIES HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES.
13. CONSIDER COUNTY VEHICLE TITLE AND REGISTRATION FEES, AS REQUIRED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR ROAD AND BRIDGE PCT. 3 BRIDGE REPAIRS IN AN AMOUNT NOT TO EXCEED \$27,559.00 AT AN INTEREST RATE NOT TO EXCEED 5% WITH SAID TIME WARRANT PAYABLE FROM THE LEVY OF AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, WITH THE FINAL MATURITY BEING FIVE (5) YEARS FROM THE DATE OF ISSUANCE.
15. CONSIDER APPROVAL OF AGREEMENT WITH TEXAS ENGINEERING EXTENSION SERVICE (TEEX) FOR SERVICES UNDER THE STATE HOMELAND SECURITY GRANT PROGRAM.
16. CONSIDER APPROVAL OF VENDOR AGREEMENT BETWEEN DEEP EAST TEXAS COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING AND POLK COUNTY AGING SERVICES.
17. CONSIDER APPROVAL OF RENEWAL OPTION FOR THOMAS W. SMITH LEASE OF OFFICE SPACE AT POLK COUNTY REGIONAL HEALTH CENTER.

(cont.)

18. CONSIDER CORRECTION TO THE COUNTY MASTER STREET ADDRESS GUIDE (MSAG) TO REFLECT "EAST SCHWAB" AS A COUNTY ROAD.
19. CONSIDER CORRECTION OF PREVIOUS COURT ACTION, CHANGING PORTION OF CANDY LANE ACCEPTED AS COUNTY ROAD FROM .3374 MI. TO 1,165 FEET, PER REQUEST BY COMMISSIONER, PCT. 1.
20. CONSIDER RATIFICATION OF INTERLOCAL AGREEMENT WITH CITY OF HUNTSVILLE FOR LANDFILL SERVICES.
21. CONSIDER APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR FINE & FEE COLLECTION SERVICES AND TO APPOINT REPRESENTATIVE OFFICIALS TO SERVE AS PROPOSAL REVIEW COMMITTEE.
22. CONSIDER APPROVAL OF OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; (Pct. 2) Lot 6, Block 16, Cedar Point #1, C0500057200, Cause #99-007.
23. CONSIDER APPROVAL OF COUNTY FINANCIAL POLICIES DEVELOPED BY COUNTY AUDITOR.
24. CONSIDER APPROVAL OF BUDGET AMENDMENTS AND BUDGET REVISIONS #2003-16, AS FOLLOWS;
 - Record use of Fund Balance (\$33,339.67) for unbudgeted expenses in the amount of \$5,000.00 for Sheriff's Dept. Vehicle Repair, \$7,180.00 for Autopsies and \$21,159.67 for Attorney Fees-411th Dist. Court.
 - Record revenue from Insurance claim and related Sheriff's Dept. Ins. Vehicle expense in the amount of \$6,150.08.
 - Record reimbursement revenue and related increase in Jail transport expense in the amount of \$327.00.
 - Record reimbursement revenue and related Jail Medical Supply expense in the amount of \$1,023.43.
 - Record General Fund Revenue transferred from D.A. Hot Check Fund and related increase in Maint. Eng. Automotive expense for D.A. vehicle in the amount of \$29.31.
 - Record General Fund Revenue transferred from Sheriff's Drug Seizure Fund and related increase in Sheriff's Special Monies Expense in the amount of \$9,382.80.
 - Record receipt of unbudgeted revenue for Constable, Pct. 1 Out of County Service Fees and related increase in Constable 1 Equipment expense in the amount of \$855.00.
 - Record TRA Reimbursement and related Sheriff's Dept. Personnel expense for Patrol Services in the amount of \$15,376.34.
25. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
26. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

Posted: July 16, 2003

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, July 16, 2003 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 FOR RECORD
2003 JUL 16 AM 9:53

BARBARA MIDDLETON
POLK COUNTY CLERK



July 22, 2003
10:00 a.m.

COMMISSIONERS COURT

COPY of Polk County, Texas
County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2003 - 063

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 22, 2003 at 10:00 A.M.

AMEND TO ADD;

- 27. CONSIDER AMENDMENT TO PREVIOUS COURT ACTION TAKEN ON FEBRUARY 25, 2003, AGENDA ITEM # 8, AMENDING TO READ; "CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR THE EMERGENCY REPLACEMENT OF TELEPHONE AND COMPUTER NETWORK SYSTEM AT THE POLK COUNTY LAW ENFORCEMENT CENTER, (as authorized under LGC, Sec. 262.024(a)(1)(2)), IN AN AMOUNT NOT TO EXCEED \$50,000.00, AT AN INTEREST RATE NOT TO EXCEED 5% WITH SAID TIME WARRANT PAYABLE FROM THE LEVY OF AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, WITH THE FINAL MATURITY BEING FIVE (5) YEARS FROM THE DATE OF ISSUANCE.

Commissioners Court of Polk County, Texas

Dated: Friday, July 18, 2003.

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, July 18, 2003 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 Sarah Chance Deputy

FILED FOR RECORD
JUL 18 PM 4:08
BARBARA MIDDLETON
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF POLK }

VOL. 49 PAGE 553
DATE: JULY 22, 2003
"REGULAR" SESSION
All members - Present

"COMMISSIONERS COURT"
POSTING # 2003 - 063

BE IT REMEMBERED ON THIS THE 22nd DAY OF JULY, 2003
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE 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,
C.T. "Tommy" OVERSTREET - COUNTY COMMISSIONER PCT #4, BARBARA
MIDDLETON - COUNTY CLERK & B.L. DOCKENS - COUNTY AUDITOR, THE
FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY
MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN THOMPSON AT 10:00 AM.
OPENING PRAYER BY REV. RUDY MARTINEZ OF INDIAN VILLAGE
ASSEMBLY OF GOD CHURCH.
2. PUBLIC COMMENTS:
 - A. DANNY FREEMAN COMMENTED ON THE WORKSHOP HELD ON JULY 14th
CONCERNING THE PROPOSED BUILDING OF A NEW JUDICIAL CENTER
AND FUTURE CAPITAL IMPROVEMENTS, NOW BEING CONSIDERED AS
A BOND ELECTION FOR \$12 million ON SEPTEMBER 13, 2003.
3. INFORMATIONAL REPORTS:
 - A. JUDGE THOMPSON DISPLAYED A LARGE "CERTIFICATE" FOR FRAMING
PRESENTED TO POLK COUNTY AS A "THANK YOU" FOR ASSISTANCE
BY THE "SPACE SHUTTLE" COLUMBIA ACCIDENT INVESTIGATION
BOARD, N.A.S.A..
 - B. BID SMITH, TAX ASSESSOR/COLLECTOR SPOKE IN FAVOR OF HAVING
A BOND ISSUE TO BUILD A NEW BUILDING PLUS RENOVATIONS
NEEDED AT THE TAX OFFICE.
 - C. JUDGE STEPHEN PHILLIPS, JUDGE COUNTY COURT AT LAW GAVE
COMMENTS WHY THE EXPANSION OF JUDICIAL FACILITIES & MORE
SECURITY ARE NEEDED.
 - D. JOHN HOLLEMAN, DISTRICT ATTORNEY SAID MORE SPACE IS NEEDED
FOR MEETING THE NEEDS OF POLK COUNTY TO PROSECUTE THE
AMOUNT OF CASES THAT ARE BEING FILED & HANDLED BY HIS
OFFICE STAFF.
 - E. SCOTT HUGHES, BAILIFF FOR THE 258th JUDICIAL DISTRICT, SPEAKING
ON BEHALF OF JUDGE ELIZABETH COKER WHO IS VERY MUCH IN
FAVOR OF THE PROPOSAL OF FUTURE EXPANSION OF COURT
FACILITIES IN POLK COUNTY.
4. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO
APPROVE THE MINUTES FOR (REGULAR) MEETING OF JULY 8, 2003 &
THE (SPECIAL) MEETING WORKSHOP OF JULY 14, 2003.
ALL VOTING YES.

5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE AN "ORDER" BY COMMISSIONERS COURT OF POLK COUNTY, TEXAS CALLING A "BOND ELECTION" TO BE HELD WITHIN SAID COUNTY, MAKING PROVISION FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTION.
ALL VOTING YES. (SEE ATTACHED)

6. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF AN "ORDER" BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS RELATING TO THE CONSTITUTIONAL AMENDMENT ELECTION AND BOND ELECTION TO BE HELD WITHIN SAID COUNTY, MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTIONS.
ALL VOTING YES. (SEE ATTACHED)

7. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE "RESOLUTION" TO ABANDON CERTAIN PORTION OF ROADWAY, PRECINCT #1, .066 acre, OF NORTHWEST PORTION OF INLET DRIVE IN PINE SHADOWS SUBDIVISION.
ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO AWARD BID #2003-11 "SALE OF TRAILER" BY PRECINCT #4, TO ROBERT WAGNER OF MOSCOW, TEXAS FOR \$600.00.
ALL VOTING YES.

9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO AWARD BID #2003-13 "PURCHASE OF FLAT BED" \$29,301.00, TO WEST-TEX FOR TRUCK, TO BE ACQUIRED BY STATE GRANT PROGRAM FOR VOLUNTEER FIRE DEPARTMENT(S).
ALL VOTING YES.

10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO AWARD BID #2003-14 "PURCHASE OF TRUCK CHASSIS" TO PHILPOT FORD FOR \$27,248.00, FOR TO BE ACQUIRED THRU THE STATE GRANT PROGRAM FOR VOLUNTEER FIRE DEPARTMENT(S).
ALL VOTING YES.

11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL OF APPOINTMENT OF ELECTION JUDGES & ALTERNATES FOR THE PERIOD OF JULY 2003 THROUGH JUNE 2004, AND AUTHORIZE THE COUNTY CLERK TO FILL VACANT POSITIONS AT HER DISCRETION.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE AGREEMENT WITH ANGELINA COUNTY & CITIES HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES. (SEE ATTACHED)
VOTES RECORDED AS FOLLOWS:

JUDGE THOMPSON.....YES
COMMISSIONER WILLIS.....YES
COMMISSIONER SMITH.....YES
COMMISSIONER PURVIS.....YES
COMMISSIONER OVERSTREET.....NO

13. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO SET THE COUNTY VEHICLE TITLE & REGISTRATION FEES (NO CHANGES) AS REQUIRED BY TEXAS DEPARTMENT OF TRANSPORTATION - AUSTIN, TEXAS.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL OF "ORDER" AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR ROAD AND BRIDGE - PRECINCT #3 BRIDGE REPAIRS IN AN AMOUNT NOT TO EXCEED \$27,559.00, AT AN INTEREST RATE NOT TO EXCEED 5%, WITH SAID TIME WARRANT PAYABLE FROM THE LEVY OF AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, WITH THE FINAL MATURITY BEING FIVE (5) YEARS FROM THE DATE OF ISSUANCE.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE AGREEMENT WITH TEXAS ENGINEERING EXTENSION SERVICE (TEEX) FOR SERVICES UNDER THE STATE HOMELAND SECURITY GRANT PROGRAM.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE OF VENDOR AGREEMENT BETWEEN DEEP EAST TEXAS COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING AND POLK COUNTY AGING SERVICES, AS SUBMITTED BY DARLA RHODES.
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF RENEWAL OPTION FOR DR. CHARLENE SMITH & THOMAS SMITH LEASE OF OFFICE SPACE AT POLK COUNTY REGIONAL HEALTH CENTER, EFFECTIVE DATES OCT. 1, 2003 TO SEPT. 30, 2006.
ALL VOTING YES.
18. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE CORRECTION TO THE COUNTY MASTER STREET ADDRESS GUIDE (MSAG) TO REFLECT "EAST SCHWAB" AS A COUNTY ROAD.
ALL VOTING YES.
19. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE CORRECTION OF PREVIOUS COURT ACTION, CHANGING A PORTION OF CANDY LANE ACCEPTED AS COUNTY ROAD FROM 0.3374 mi. TO 1,165 feet, AS REQUESTED BY COMMISSIONER WILLIS, PRECINCT #1.
ALL VOTING YES.
20. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE RATIFICATION OF INTERLOCAL AGREEMENT WITH THE CITY OF HUNTSVILLE FOR LANDFILL SERVICES.
ALL VOTING YES. (SEE ATTACHED)

21. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR FINE & FEE COLLECTION SERVICES AND APPOINT REPRESENTATIVE OFFICIALS TO SERVE AS PROPOSAL REVIEW COMMITTEE, CONSISTING OF:
 J.P. #1 - JUDGE DARRELL LONGINO, CHAIRMAN,
 J.P.#2 - JUDGE DAVID JOHNSON, J.P. #3 - JUDGE LARRY WHITWORTH,
 J.P.#4 - JUDGE STEVE McENTYRE, COUNTY CLERK-BARBARA MIDDLETON,
 DISTRICT CLERK-KATHY CLIFTON AND AUDITOR - BOB DOCKENS.
 ALL VOTING YES.
22. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; PRECINCT #2, LOT 6, BLK 16, OF CEDAR POINT SUBDIVISION - SECTION #1, DESCRIBED IN CAUSE #99-007 and ACCOUNT #C0500057200.
 ALL VOTING YES.
23. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE COUNTY FINANCIAL POLICIES DEVELOPED & PRESENTED BY COUNTY AUDITOR, BOB DOCKENS.
 ALL VOTING YES. (SEE ATTACHED)
24. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE BUDGET REVISIONS #2003-18a & BUDGET AMENDMENTS #2003-18.
 ALL VOTING YES. (SEE ATTACHED)
25. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUMS.
 ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
7/2/03	\$64,305.89	ACH 343-PAYROLL
7/2/03	\$209,904.77	ACH 344-PAYROLL
7/1/03	\$19,845.67	180215 - 180219
7/2/03	\$6,437.96	180220 - 180237
7/7/03	\$3,430.00	180238 - 180240
7/8/03	\$139,397.52	180241 - 180246
7/9/03	\$216.00	180247 - 180277
7/9/03	\$53,249.23	180278 - 180323
7/10/03	\$2,697.00	180324 - 180327
7/15/03	\$6,856.32	180328 - 180341
7/15/03	\$126,681.02	180342 - 180507
TOTAL	\$633,021.38	

26. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE PERSONNEL ACTION FORMS, REVISED LIST.
ALL VOTING YES. (SEE ATTACHED)
27. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE AMENDMENT TO PREVIOUS COURT ACTION TAKEN ON FEBRUARY 25, 2003 - AGENDA ITEM #8, AMENDING TO READ AS FOLLOWS;
"CONSIDER APPROVAL OF ORDER AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR THE EMERGENCY REPLACEMENT OF TELEPHONE AND COMPUTER NETWORK SYSTEM AT THE POLK COUNTY LAW ENFORCEMENT CENTER, as authorized under LGC, Sec. 262.024(a)(1)(2), IN AN AMOUNT NOT TO EXCEED \$50,000.00, AT AN INTEREST RATE NOT TO EXCEED 5%, WITH SAID TIME WARRANT PAYABLE FROM THE LEVY OF AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, WITH FINAL MATURITY BEING FIVE (5) YEARS FROM THE DATE OF ISSUANCE."
ALL VOTING YES.
28. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 22nd DAY OF JULY 2003 AT 10:40 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

C:\barbaram\ATTYS\COMM. COURT\COMMCR.2003\JUL22.2003.wpd

Item #
#5

AN ORDER BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS RELATING TO THE CONSTITUTIONAL AMENDMENT AND BOND ELECTION TO BE HELD WITHIN SAID COUNTY, MAKING PROVISION FOR THE CONDUCT OF SAID ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTIONS

WHEREAS, the Commissioners Court (the "Court") of Polk County, Texas (the "County") has heretofore found that a special election shall be held on the 13th day of September, 2003, wherein the electors of the County shall vote on the election of amendments to the Texas Constitution (the "Constitutional Amendment Election"); and

WHEREAS, the Court has also heretofore found that an election shall be held on the 13th day of September, 2003 to determine whether the Court shall be authorized to issue bonds of the County in the amount and for the purposes identified in the order calling such election (the "Bond Election"); and

WHEREAS, the Court hereby finds that it is in the public interest that the Constitutional Amendment Election and the Bond Election be conducted as one election;

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS THAT:

SECTION 1: The Constitutional Amendment Election and the Bond Election shall be held on the 13th day of September, 2003 in Polk County, Texas as heretofore found by this Court. The Constitutional Amendment Election and the Bond Election shall be conducted as one election.

SECTION 2: There shall be one ballot used for the Constitutional Amendment Election and the Bond Election, which ballot shall be prepared in accordance with the V.T.C.A., Election Code, so as to permit the electors to vote for the constitutional amendments, the bond question and such other matters as have been previously ordered by this Court or the State of Texas to appear on such ballot.

SECTION 3: The election precincts, the polling places and the persons appointed to serve as election officials shall be the same as previously designated by this Court and shall be the same for the Constitutional Amendment Election and the Bond Election. All other matters relating to the Constitutional Amendment Election and the Bond Election shall be performed and conducted in the manner previously found by this Court as one election.

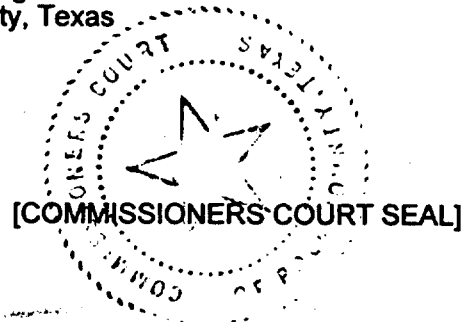
PASSED AND APPROVED this 22nd day of July, 2003.

John P. Thompson


County Judge
Polk County, Texas

ATTEST
Dalena Middleton


County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Polk County, Texas



PASSED AND APPROVED, this the 22nd day of July, 2003.


County Judge
Polk County, Texas

ATTEST:


County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Polk County, Texas



Item # 6

AN ORDER BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS CALLING A BOND ELECTION TO BE HELD WITHIN SAID COUNTY, MAKING PROVISION FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE HOLDING OF SUCH ELECTION

WHEREAS, the Commissioners Court of Polk County, Texas, hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said County in the amount and for the purpose hereinafter identified;

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

SECTION 1: An election shall be held on the 13th day of September, 2003, in Polk County, Texas, which date is not less than fifteen (15) nor more than ninety (90) days from the date of the adoption hereof. At such election, the following measure shall be submitted:

SHALL THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS BE AUTHORIZED TO ISSUE THE BONDS OF SAID COUNTY IN THE AMOUNT NOT TO EXCEED \$12,000,000, BEARING INTEREST AT A RATE OR RATES NOT EXCEEDING THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, AND MATURING SERIALLY WITHIN ANY GIVEN NUMBER OF YEARS NOT TO EXCEED FIFTEEN (15) YEARS FROM THEIR DATE OR DATES, FOR THE PURPOSE OF PAYING FOR THE PURCHASE, CONSTRUCTION, RECONSTRUCTION, REMODELING, IMPROVEMENT AND EQUIPMENT OF ANY BUILDING OR BUILDINGS, OTHER THAN THE COURTHOUSE, FOR THE HOUSING OF COUNTY OR DISTRICT OFFICES, COUNTY OR DISTRICT COURTS, JUSTICE OF THE PEACE COURTS, COUNTY RECORDS OR EQUIPMENT, OR FOR THE CONDUCTING OF OTHER PUBLIC BUSINESS, INCLUDING THE PURCHASE AND IMPROVEMENT OF THE SITE OR SITES THEREFOR, PROVIDED THAT ANY SUCH BUILDING OR BUILDINGS SO ACQUIRED SHALL BE LOCATED IN THE COUNTY SEAT, AND PROVIDED THAT NO JUSTICE OF THE PEACE COURT SHALL BE HOUSED, OR CONDUCTED IN ANY SUCH BUILDING IF SAID BUILDING IS LOCATED OUTSIDE THE COURT'S PRECINCT, AND ANNUALLY TO LEVY AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY IN SAID COUNTY SUFFICIENT TO PAY THE INTEREST ON SAID BONDS AS IT ACCRUES AND TO CREATE AND PROVIDE A SINKING FUND FOR THE PAYMENT OF THE PRINCIPAL OF SAID BONDS AS IT MATURES?

SECTION 2: An electronic voting system shall be used for said election and early voting by personal appearance and by mail, which ballots shall be prepared in accordance with the V.T.C.A., Election Code, so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid measure which shall appear on the ballot substantially as follows:

THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$12,000,000 POLK COUNTY BUILDING AND IMPROVEMENT BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF.

SECTION 3: The County shall be divided into twenty (20) election precincts for this election, and the polling places designated for each election precinct and the persons hereby appointed to serve as Presiding Judge and Alternate Judge for each polling place are shown in Exhibit "A", which is attached hereto and incorporated herein by reference as a part hereof for all purposes.

On election day, the polls shall be open from 7:00 AM to 7:00 PM.

Early voting shall be conducted at the following locations, in accordance with the provisions of V.T.C.A., Election Code.

Main Early Voting Place
Main Courthouse Lobby
Polk County Courthouse
101 Church Street West
Livingston, TX 77351
August 28, 2003 through September 9, 2003
Monday - Friday 8:00 a.m. to 5:00 p.m. (open during lunch)
Closed on September 1, 2003 (Labor Day)

Branch Polling Place
Onalaska Sub-Courthouse
Onalaska, Texas
August 28, 2003 through September 9, 2003
Monday - Friday 8:00 a.m. to 12:00 p.m. (closed for lunch)
1:00 p.m. to 5:00 p.m.
Closed on September 1, 2003 (Labor Day)

Branch Polling Place
Corrigan Sub-Courthouse
Corrigan, Texas
August 28, 2003 through September 9, 2003
Monday - Friday 8:00 a.m. to 12:00 p.m. (closed for lunch)
1:00 p.m. to 5:00 p.m.
Closed on September 1, 2003 (Labor Day)

The Early Voting Clerk shall keep the place for early voting open between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. beginning on the 17th day and continuing through the fourth day before the election, if not a Saturday, Sunday or legal State holiday as specified above.

Applications for ballot by mail shall be mailed to:


Barbara Middleton
P.O. Drawer 2119
Livingston, Texas 77351

Applications for ballots by mail must be received no later than the close of business on September 5, 2003.


SECTION 4: All resident qualified electors of the County shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the County Election Precinct in which they reside. This election shall be held and conducted in accordance with the V.T.C.A., Election Code, and Chapter 1251, Texas Government Code, and as may be required by law, all election materials and proceedings shall be printed in both English and Spanish.

SECTION 5: A substantial copy of this Order shall serve as proper notice of said election. Said notice, including a Spanish translation thereof, shall be posted at three (3) public places within the County and at the County Courthouse not less than fourteen (14) full days prior to the date on which said election is to be held, and be published on the same day in each of two successive weeks in a newspaper of general circulation in said County, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election.

PASSED AND APPROVED, this the 22nd day of July, 2003.


County Judge
Polk County, Texas

ATTEST:


County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Polk County, Texas

[COMMISSIONERS COURT SEAL]

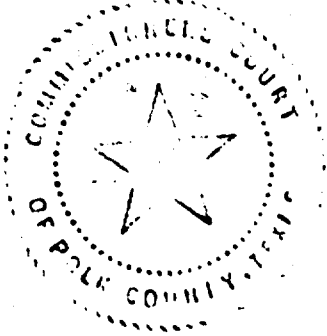


EXHIBIT "A"

<u>Precinct</u>	<u>Location</u>	<u>Presiding Judge</u>	<u>Alternate Judge</u>
1	Segno Fire Department 157 Magnolia Hills Road (Segno Community)	Shirley Cain	Irene Milner
2	South Polk County Volunteer Fire Department 3036 FM 2610 (Ace Community)	Eloise Borie	Ralph Wallace
3	Goodrich School 223 Katie Simpson Ave. Goodrich, Texas	Dottie Clevenger	Aline Fisher
4	Trinity Lutheran Church 221 Pan American Way (Business Highway 59-North) Livingston, Texas	Jerry Hawkins	Mary Placker
5	Scenic Loop Fire Department FM 3277 Scenic Loop (Blanchard Community)	Marie Martin	Rose Gross
6	Onalaska Sub-Courthouse 14111 U.S. Highway 190 West Onalaska, Texas	Jim Oestriech	Pat Travis
7	City Hall 200 W. Church Street Livingston, Texas	Dewayne Coburn	Joan Reeves
8	Leggett School 254 South FM 942 Leggett, Texas	Elaine Barrington	VACANT
9	Moscow Baptist Church 644 State Highway Loop 177 Moscow, Texas	Shirley Eleby	Shirley Wingate
10	Corrigan/Camden High School 546 S. Matthews St. Corrigan, Texas	Robert Smiley	Leon Stricklin
11	Barnum Baptist Church 2888 West Barnum Loop (Barnes Community)	Jerry Swearingen	VACANT

<u>Precinct</u>	<u>Location</u>	<u>Presiding Judge</u>	<u>Alternate Judge</u>
12	Indian Reservation Administration Building 571 State Park Road #56 Alabama-Coushatta Indian Reservation	Sharon Miller	VACANT
13	Big Sandy I.S.D. Administration 9199 FM 2457 Dallardsville, Texas	Kimberly Moye	VACANT
14	Indian Springs P.O.A. Bldg. 210 Pichetto Trail Indian Springs, Texas	Joe Roeder	Hazel Rumby
15	Schwab City Baptist Church 10998 State Highway 146, South Schwab City, Texas	Velma Key	Janell Mayo
16	VFW Hall 3916 U.S. Highway 59 North Livingston, Texas	Danielle Welborn	Trudie Neal
17	Blanchard Baptist Church 2450 FM 2457 (Blanchard Community)	Hugh Myers	Clewis Brecheen
18	Dunbar Community Center 1102 Martin Luther King Dr. Livingston, Texas	Stella Jackson	VACANT
19	Escapee's Activity Center 114 Blue Jay Escapee's Park	Dianne Harlan	VACANT
20	Escapee's Care Center 159 Care Center Drive Escapee's Park	Betty Mobry	Tiffany Lee

Early Voting County Courthouse
Lobby
Livingston, Texas

Early Voting Sub-Courthouse
Courtroom
Onalaska, Texas

Early Voting Sub-Courthouse
Courtroom
Corrigan, Texas

Mailed
to Tom Pellam
7/30/23
BKM

AFFIDAVIT OF POSTING NOTICE

COPY

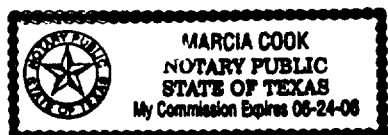
THE STATE OF TEXAS §
 §
COUNTY OF POLK §

BEFORE ME, the undersigned authority on this day personally appeared Barbara Middleton, who, after being by me duly sworn, upon oath says that he/she is the County Clerk for Polk County, Texas and does further state that on the 29th day of July, 2003, he/she posted a true and correct copy of the attached and following NOTICE OF BOND ELECTION at each of the public places named below: ..

1. ONE at the Polk County Courthouse, Livingston, Texas.
2. ONE at Sub-Courthouse Onalaska, Texas
a public place within said County.
3. ONE at Sub-Courthouse Corrigan, Texas
a public place within said County.
4. ONE at Polk County Tax Office - 416 N. Washington
a public place within said County. Livingston, Texas

Barbara Middleton
Title: County Clerk
Polk County, Texas

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this 29th day of July, 2003, to certify which witness my hand and seal of office.



[Notary Seal]

Marcia Cook
Notary Public in and for the
State of Texas

Item #7

COPY

RESOLUTION
OF THE
POLK COUNTY COMMISSIONERS COURT

Abandoning .066 Acres Previously Dedicated as Roadway

WHEREAS, a Plat of PINE SHADOWS Subdivision depicts a tract of land containing 0.066 acres as being the Northwest portion of Inlet Drive, lying east of Lot 35, and North of Lot 34, of Block 4, Section 1 of PINE SHADOWS Subdivision, as depicted upon Plat of record in Volume 7, Page 8 of the Plat Records of Polk County, Texas, which property is more particularly described by metes and bounds and plat attached hereto and incorporated herein; and

WHEREAS, Polk County has accepted the roads in PINE SHADOWS Subdivision for county maintenance making said roads dedicated to the public as county roads


WHEREAS, the aforementioned 0.066 acres has never been used as a roadway, and is not needed as a roadway, because the aforesaid 0.066 acres was platted to provide a turnaround where Inlet Drive reached a dead end with Commodore Cape, Section 1. Now, however, Inlet Drive joins up with Apollo Drive in Commodore Cape thereby making a completed roadway rather than a dead end;

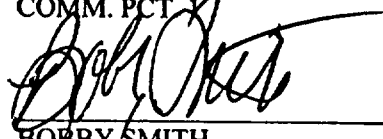
NOW, THEREFORE, BE IT RESOLVED,

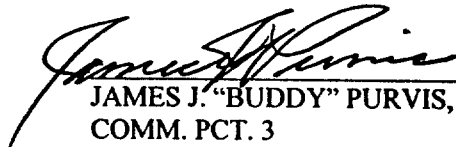
That we, the Commissioners Court of Polk County, Texas, meeting in regular session, do hereby, fully and completely, abandon as a county road or for county maintenance the 0.066 acres tract more particularly described by metes and bounds upon the field notes and plat attached hereto and incorporated herein. Furthermore, as Boyd Arnold is the record title holder of Lots 34 and 35 of Block 4, Section 1 of PINE SHADOWS Subdivision, described herein, we do hereby agree to acquit and quitclaim all the rights, titles and interest in and to said 0.066 acres tract belonging to Polk County, Texas, if any, to Boyd Arnold.


SIGNED, this the 22nd day of ~~June~~^{July}, 2003.


JOHN P. THOMPSON, COUNTY JUDGE


ROBERT C. WILLIS,
COMM. PCT. 1


BOBBY SMITH,
COMM. PCT. 2

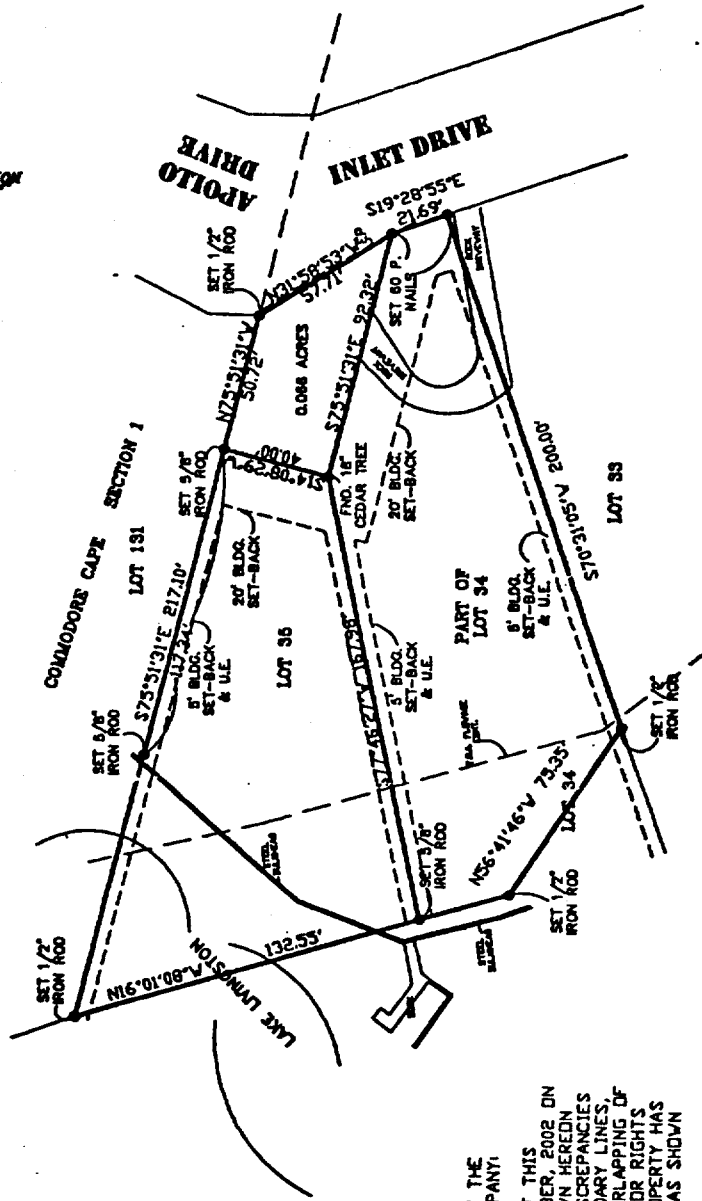
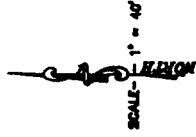

JAMES J. "BUDDY" PURVIS,
COMM. PCT. 3


TOMMY OVERSTREET,
COMM. PCT. 4

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

PLAT SHOWING A SURVEY OF PART OF LOT 34 AND 35, A PORTION OF THE RIGHT OF WAY, SECTION 1, BLOCK 4, OF PINE SHADOWS (REVISION), A SUBDIVISION IN POLK COUNTY, TEXAS AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 8, OF THE PLAT RECORDS, POLK COUNTY, TEXAS.

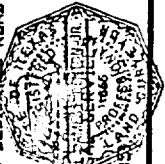


NOTE: SURVEY DONE WITHOUT A BENEFIT OF A TITLE COMMITMENT

BUYER: BOYD & PATSY ARNOLD
O.F. #202-00037

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PROPERTY AND TO LIVINGSTON ABSTRACT COMPANY:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE THE 18TH DAY OF SEPTEMBER, 2002 ON THE GROUND OF THE PROPERTY LEGALLY SHOWN HEREDON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES CONFLICTS OR SHORTAGES IN AREA AND BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS OR ANY OVERLAPPING OF IMPROVEMENTS OR ANY APPARENT EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREDON, SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN HEREDON.



James F. Benton Jr.
Steve Humbird, Technician
1203 NORTH HOUSTON
LIVINGSTON TEXAS, 77351

LIVINGSTON ABSTRACT
1203 N. HOUSTON
LIVINGSTON, TX 77351

**"EXHIBIT A"
FIELD NOTES ON
0.066 ACRES**

FIELD NOTES ON A TRACT OF LAND CONTAINING 0.066 ACRES, BEING THE NORTHWEST PORTION OF INLET DRIVE LYING EAST OF LOT 35 AND NORTH OF LOT 34 OF BLOCK 4, SECTION 1, OF PINE SHADOWS SUBDIVISION AS DEPICTED ON A PLAT RECORDED IN VOLUME 7, PAGE 8 OF THE PLAT RECORDS OF POLK COUNTY, TEXAS, SAID 0.066 ACRES HEREIN BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 60 PENNY NAIL SET FOR THE NORTHEAST CORNER OF SAID LOT 34 AT AN INTERIOR CORNER OF SAID INLET DRIVE AND BEING THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 31°58'53" WEST, SEVERING SAID INLET DRIVE ALONG THE EXISTING USED RIGHT OF WAY LINE OF INLET DRIVE, A DISTANCE OF 57.71 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED ON THE NORTH LINE OF SAID BLOCK 4, THE SOUTH LINE OF SECTION 1 OF COMMODORE CAPE SUBDIVISION AND BEING AT THE NORTHWEST CORNER OF SAID INLET DRIVE AS EXISTING AND THE EXISTING SOUTHWEST CORNER OF APOLLO DRIVE OF SAID COMMODORE CAPE;

THENCE NORTH 75°51'31" EAST, ALONG THE MOST NORTHERLY RIGHT OF WAY LINE OF INLET DRIVE AND THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 50.72 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID INLET DRIVE AND THE NORTHEAST CORNER OF SAID LOT 35, ALSO BEING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 14°08'29" WEST, ALONG THE MOST NORTHERLY WEST RIGHT OF WAY LINE OF SAID INLET DRIVE AND THE EAST LINE OF SAID LOT 35, A DISTANCE OF 40.00 FEET TO AN 18" CEDAR TREE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 35 AND AN ANGLE CORNER OF SAID LOT 34, ALSO BEING THE MOST NORTHERLY SOUTHWEST CORNER SAID INLET DRIVE AND BEING THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 75°51'31" EAST, ALONG THE NORTH LINE OF SAID LOT 34 AND THE MOST NORTHERLY SOUTH RIGHT OF WAY LINE OF SAID INLET DRIVE, A DISTANCE OF 92.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.066 ACRES OF LAND.

James F. Benton, Jr.
JAMES F. BENTON, JR. F.L.S.
STEVE HUMBIRD TECHNICAL SERVICES
1203 NORTH HOUSTON AVENUE, BENTON, JR.
LIVINGSTON, TEXAS 77351
1655
PROFESSIONAL
LAND SURVEYOR

SEPTEMBER 18, 2002

Item #11

APPOINTMENT OF ELECTION JUDGES & ALTERNATES
TERM OF : JULY 2003 - JUNE 2004

COPY

R	1	Shirley Cain	Irene Milner
R	2	Eloise Borie	Ralph Wallace
R	3	Dottie Clevenger	Aline Fisher
R	4	Jerry Hawkins	Mary Placker
R	5	Marie Martin VACANT	✓ Rose Gross
R	6	Jim Oestreich	Pat Travis
R	7	Dewayne Coburn	Joan Reeves
D	8	Elaine Barrington	VACANT
D	9	✓ Shirley Eleby	Shirley Wingate VACANT
D	10	Robert Smiley	Leon Stricklen
D	11	Jerry Swearingen	VACANT
D	12	Sharon Miller	* Jessica Williams VACANT
R	13	Kimberly Moye	VACANT
D	14	Joe Roeder	Hazel Rumby
R	15	Velma Key	Janell Mayo
R	16	Danielle Welborn	Trudie Neal
R	17	Hugh Myers	Clewis Brecheen
D	18	Stella Jackson	VACANT
R	19	Dianne Harlan	VACANT
R	20	Betty Mobry	Tiffany Lee

Item #12

COPY

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

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 for the three county project (Angelina, Polk, San Augustine) is \$262,680 - September 1, 2003 through August 31, 2004.

COPY

Chairman - Board Of Health Angelina County

Date

COPY

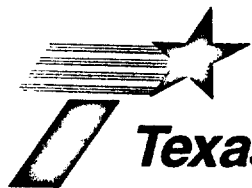
Administrator - Angelina County & Cities Health District

Date

John P. Hoeyman

County Judge - Polk County

July 22, 2003
Date



COPY

VOL. 49 PAGE 575

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Item #13

Imposition of Extra Fees Calendar Year 2004

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2004 (January 1 through December 31, 2004) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2004, Polk County will:

1. Retain the current fees of \$ 11.50 (no court order required).
2. Impose a new County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
3. Impose a new Child Safety Fund Fee of \$ _____
(Court order required prior to September 10)
4. Discontinue the County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
5. Discontinue the Child Safety Fund Fee of \$ _____
(Court order required prior to September 1)
6. Impose TOTAL fees of \$ _____.

If you indicate that action will be taken as stated in 2, 3, 4, and/or 5 above, please submit a County Commissioner's Court Order to that effect prior to the applicable statutory date shown above.

Please return your county's intentions for calendar year 2004 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response (512/465-3034) will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original order be mailed to us no later than the date indicated above.

*7-29-03
Rethel
for jr*

Item #14

**AN ORDER AUTHORIZING THE ISSUANCE OF \$27,559
"POLK COUNTY, TEXAS TIME WARRANT, SERIES PC-RB3-2003-03"**

WHEREAS, Polk County, Texas (the "County") has solicited bids for ;
Repair/Replacement of Bridges located on Sherman Rd. & Kennedy Rd., Pct. 3

to be payable from a time warrant; and

WHEREAS, the County has published notice as required by Section 262.025, Texas Local Government Code; and

WHEREAS, no petition protesting the issuance of the time warrant described in the aforesaid notice, signed by at least 5% of the qualified voters of the County, has been presented to or filed with the County Clerk or any other County official on or prior to the date of the passage of this Order; and

WHEREAS, the Polk County Commissioners Court (the "Commissioners Court") hereby finds and determines that the time warrant described in said notice should be issued at this time.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

Section 1. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Commissioners Court" means the Commissioners Court of the County.

"County" means Polk County, Texas.

"Date of Delivery" means the date the Time Warrant is delivered to the Initial Purchaser.

"Initial Purchaser" means the vendor appearing in the Time Warrant attached as Exhibit "A."

"Interest and Sinking Fund" means the interest and sinking fund established by Section 5 of this Order.

"Interest Payment Date" means the date upon which interest on the Time Warrant is scheduled to be paid until the date of maturity or prior redemption.

"Register" means the register specified in Section 4 of this Order.

"Registered Owner" means the person who is the registered owner of a Time Warrant, as shown in the Register.

"Time Warrant" means the Time Warrant authorized to be issued by Section 2 of this Order, and includes all substitute Time Warrants exchanged therefor, as well as all other substitute Time Warrants and replacement Time Warrants issued pursuant to this Order.

Section 2. AUTHORIZATION, AMOUNT AND PURPOSE OF TIME WARRANT. The County's Time Warrant is hereby authorized to be issued in the aggregate principal amount and for the purpose set forth in the Time Warrant attached hereto as Exhibit "A."

Section 3. GENERAL TERMS AND PROVISIONS OF TIME WARRANT.

(a) Dates, Denominations, Maturities, and Interest Rates. There shall be issued, sold, and delivered a single Time Warrant, in fully registered form, without interest coupons, payable to the Initial Purchaser as provided in Exhibit "A."

(b) Additional Provisions. The Time Warrant (i) may be transferred and assigned, (v) may be converted and exchanged for another Time Warrant, (vi) shall have the characteristics, (vii) shall be signed, sealed, executed, and authenticated, (viii) shall be payable as to the principal and interest, and (ix) shall be administered, and the County Treasurer and the County shall have certain duties and responsibilities with respect to the Time Warrant, all as provided, and in the manner and to the effect as required or indicated, in the Time Warrant attached as Exhibit "A."

(c) Optional Redemption. The County reserves the option to redeem the Time Warrant prior to its stated maturity, at the option of the County, in whole only, on any date after the Date of Delivery to the Initial Purchaser, at the redemption price of par, together with accrued interest to the date of redemption.

(d) Notice of Redemption to Owners. The County Treasurer shall give notice of any redemption of the Time Warrant by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of the Time Warrant to be redeemed, at the address shown on the Register.

(1) The notice shall state the redemption date, the redemption price, the place at which the Time Warrant is to be surrendered for payment, and, an identification of the Time Warrant to be redeemed.

(2) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(e) Payment Upon Redemption. Upon presentation and surrender of the Time Warrant called for redemption at the office of the County Treasurer on or after the date fixed for redemption, the County Treasurer shall pay the principal of, redemption premium, if any, and accrued interest on such Time Warrant to the date of redemption from the money set aside for such purpose.

(f) Effect of Redemption.

(1) Notice of redemption having been given as provided in this Order, the Time Warrant called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Time Warrant shall cease to bear interest from and after the date fixed for redemption, whether or not such Time Warrant is presented and surrendered for payment on such date.

(2) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Time Warrant called for redemption shall continue to bear interest at the rate stated on the Time Warrant until paid or until due provision is made for the payment of same by the County.

Section 4. COUNTY TREASURER AS REGISTRAR.

(a) Registration, Transfer, Conversion, and Exchange: Authentication. The County shall keep or cause to be kept at the Office of the County Treasurer in Livingston, Texas books or records for the registration of the transfer, conversion, and exchange of the Time Warrant (the "Register").

(b) Unclaimed Amounts. Any money deposited with the Treasurer for the payment of the principal of, premium, if any, or interest on any Time Warrant will be subject to the unclaimed property laws of the State of Texas. If any security or interest check shall not be presented for payment within three (3) years following the stated maturity, the amount shall be reported and disposed of by the County Treasurer in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. Once the County Treasurer has complied with the applicable unclaimed property law, the Holder of such Security shall thereafter look only to the procedures in the unclaimed property law for payment thereof, and all liability of the County and the County Treasurer with respect to such money shall thereupon cease.

Section 5. INTEREST AND SINKING FUND. The "Polk County, Texas Time Warrant Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby authorized and shall be established and maintained in a depository bank of the County, so long as the Time Warrant, or interest thereon, are outstanding and unpaid.

Section 6. TAX LEVY. During each year while any of the Time Warrant is outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad

valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Time Warrant as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Time Warrant as such principal matures (but never less than 2% of the original principal amount of the Time Warrant as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Time Warrant is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Time Warrant, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

Section 7. EFFECT OF PLEDGE. Chapter 1208, Government Code, applies to the issuance of the Time Warrant and the pledge of the taxes granted by the County under Section 6 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Time Warrant is outstanding and unpaid such that the pledge of the taxes granted by the County under Section 6 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Time Warrant the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. SECURITY FOR FUNDS. All Funds created by this Order shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Order.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED TIME WARRANT.

(a) Replacement Time Warrant. In the event an outstanding Time Warrant is damaged, mutilated, lost, stolen, or destroyed, the County Treasurer shall cause to be printed, executed, and delivered, a new Time Warrant of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Time Warrant, in replacement for such Time Warrant in the manner hereinafter provided.

(b) Application for Replacement Time Warrant. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Time Warrant shall be made by the Registered Owner thereof to the County Treasurer. In every case of loss, theft, or destruction of a Time Warrant, the Registered Owner applying for a replacement Time Warrant shall furnish to the County and to the County Treasurer such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Time

Warrant, the Registered Owner shall furnish to the County and to the County Treasurer evidence to their satisfaction of the loss, theft, or destruction of such Time Warrant, as the case may be. In every case of damage or mutilation of a Time Warrant, the Registered Owner shall surrender to the County Treasurer for cancellation the Time Warrant so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section 9, in the event any such Time Warrant shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on this Time Warrant, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Time Warrant) instead of issuing a replacement Time Warrant, provided security or indemnity is furnished as above provided in this Section 9.

(d) Charge for Issuing Replacement Time Warrant. Prior to the issuance of any replacement Time Warrant, the County Treasurer shall charge the Registered Owner of such Time Warrant with all legal, printing, and other expenses in connection therewith. Every replacement Time Warrant issued pursuant to the provisions of this Section 9 by virtue of the fact that any Time Warrant is lost, stolen, or destroyed shall constitute an obligation of the County whether or not the lost, stolen, or destroyed Time Warrant shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Time Warrants duly issued under this Order.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF TIME WARRANT. The County Judge is hereby authorized to have control of the Time Warrant initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Time Warrant pending its delivery to the Initial Purchaser.

Section 11. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal of or interest on any Time Warrant when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance or performance of any other of the contracts, covenants, conditions, or obligations set forth in this Order or in the Time Warrant, the following remedies shall be available:

(a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and the officials thereof to observe and perform the contracts, covenants, obligations, or conditions prescribed in this Order; and

(b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised

from time to time and as often as may be deemed expedient.

Section 12. FEDERAL TAX COVENANTS.

(a) The County hereby represents that the proceeds of the Time Warrant is needed at this time in exchange for the item or items set forth in the purposes specified in Section 2 hereof.

(b) The County will not take any action or fail to take any action with respect to the investment of the proceeds of the Time Warrant or any other funds of the County, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the closing date, would result in constituting the Time Warrant "arbitrage bonds," within the meaning of Section 148 of the Code, and the County will not take any deliberate action motivated by arbitrage that would have such result.

(c) The County will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Time Warrant to the United States) and the regulations promulgated thereunder.

(d) The County will not take any action or fail to take any action which act or omission would result in the interest on the Time Warrant being includable in gross income for federal tax purposes.

(e) The County will not take any action or fail to take any action which act or omission would result in the Time Warrant being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.

(f) The County will not take any action or fail to take any action which act or omission would result in the Time Warrant being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.

It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In furtherance of such intention, the County hereby authorizes and directs the County Judge and County Auditor to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Time Warrant. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Time Warrant, the County will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Time Warrant under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the

Time Warrant, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Time Warrant under section 103 of the Code.

Section 13. QUALIFIED TAX-EXEMPT OBLIGATIONS. The County hereby designates the Time Warrant as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the County represents, covenants, and warrants the following:

- (a) during the calendar year in which the Time Warrant is issued, the County (including any subordinate entities) has not designated nor will designate bonds or other obligations, which when aggregated with the Time Warrant, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued;
- (b) the County reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Time Warrant is issued, by the County (or any subordinate entities) will not exceed \$10,000,000; and
- (c) the County will take such action or refrain from such action as necessary in order that the Time Warrant will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 14. INCORPORATION OF RECITALS. The County hereby finds that the statements set forth in the recitals of this Order are true and correct, and the County hereby incorporates such recitals as a part of this Order.

Section 15. EFFECTIVE DATE. This Order shall take effect and be in full force and effect upon and after its passage.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 22nd day of July, 2003.

COPY

John P. Thompson
County Judge
Polk County, Texas

ATTEST:

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

[SIGNATURE PAGE]

Exhibit A

TIME WARRANT

Item #15

COPY

TEXAS ENGINEERING EXTENSION SERVICE - TEEEX
SUBRECIPIENT AGREEMENT

State Homeland Security Grant Program

THIS AGREEMENT, by and between Polk County (hereinafter called "Subrecipient"), located at 101 West Church Street Livingston, TX 77351, and the Texas Engineering Extension Service (hereinafter called "TEEX"), established under the laws of the State of Texas as a state agency component of the Texas A&M University System, located at 301 Tarrow, College Station, Texas, 77840-7896,

WHEREAS, TEEEX has been awarded a grant entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness, and TEEEX desires that Subrecipient perform certain project tasks, all as herein provided, involving the procurement and management of equipment;

WHEREAS, Subrecipient has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

SECTION 1 - PARTIES TO AGREEMENT

TEEX and Subrecipient have severally and collectively made and entered into this Agreement which, together with the documents attached or incorporated by specific reference, constitutes the entire Agreement between the parties.

SECTION 2 - AGREEMENT PERIOD AND AMOUNT

- 2.1 The period for performance of this Agreement shall begin on July 1, 2003 and shall terminate *April 30, 2005*, as further specified in the Statement of Work attached to and made a part hereof.
- 2.2 The total budget amount to be expended by Subrecipient for this Agreement shall not exceed \$296,411.00.
- 2.3 Subrecipient shall abide by all special conditions and requirements contained in the attached statement of work.

SECTION 3 – LEGAL AUTHORITY

- 3.1 The Subrecipient represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and conduct the Statement of Work.
- 3.2 The person signing this Agreement on behalf of Subrecipient hereby warrants that he/she has been fully authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to legally bind Subrecipient to all the terms, performances and provisions herein set forth.

SECTION 4 – RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractors, and not as agents of each other or as joint venturers or partners.

SECTION 5 – AGREEMENT PERFORMANCE

The Subrecipient shall provide the services specified in its attached Statement of Work, and the terms and conditions imposed and required by this Agreement.

SECTION 6 – AGREEMENT OBLIGATIONS

6.1 Measure of Liability

In consideration of Subrecipient's full and satisfactory performance of the services specified in the attached Statement of Work, TEEEX shall be liable to the Subrecipient in an amount equal to the actual allowable costs incurred by the Subrecipient in rendering such performance, subject to the following limitations:

- 6.1.1 TEEEX shall not be liable for expenditures made in violation of the legal authorities cited in Section 8, Compliance with the Law, of this Agreement, or any other law or regulation applicable to the specific project or service performed under this Agreement.
- 6.1.2 Except as otherwise provided by this Agreement, TEEEX shall be liable to Subrecipient in an amount equal to the actual allowable costs incurred by Subrecipient in rendering required performance as represented in Section 5, Agreement Performance.
- 6.1.3 Except as otherwise specifically authorized by TEEEX in writing, TEEEX shall only be liable for expenditures made in compliance with the cost principles

and administrative requirements set forth and referenced in this Agreement.

6.1.4 TEEX shall not be liable to Subrecipient for costs incurred or performances rendered by Subrecipient before commencement of the Agreement or after completion of this Agreement.

6.1.5 TEEX shall not be liable for any costs incurred by Subrecipient in the performance of this Agreement which have not been billed to TEEX within sixty (60) days following termination of this Agreement

6.2 Reimbursement Procedures

TEEX will reimburse Subrecipient for no more than the actual cost of the Statement of Work for which Subrecipient seeks payment.

6.3 Purchase of Equipment

Subrecipient may purchase specialized equipment under this Agreement as specified in the Statement of Work.

SECTION 7 – FISCAL ADMINISTRATION

7.1 Availability of Funds

Notwithstanding any other Agreement provisions, the parties hereto understand and agree that TEEX's obligations under this Agreement are contingent upon the availability of adequate funds to meet TEEX's liabilities hereunder.

7.2 Limitation on Liability

7.2.1 The Subrecipient understands and agrees that it shall be liable to repay to TEEX any funds not expended in accordance with this Agreement or determined to be expended in violation of the terms of this Agreement.

7.2.2 TEEX will pay costs properly incurred by the Subrecipient for performances rendered under this Agreement in the amount specified in Section 2.2, or any mutual amendments hereto.

7.2.3 TEEX shall not be liable to the Subrecipient for costs under this Agreement which exceed the amount specified in Section 2.2.

7.2.4 TEEEX may deobligate awarded funds after consultation with the Subrecipient and upon determination by TEEEX that funds will not be spent in accordance with the Agreement or will not be spent in a timely manner.

SECTION 8 – COMPLIANCE WITH THE LAW

- 8.1 As a condition to award of monies under this Agreement, Subrecipient assures, with respect to the operation of a federally funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws to the extent applicable: (a) Title VI of the Civil Rights Act of 1964, as amended; (b) Section 504 of the Rehabilitation Act of 1973, as amended; (c) the Age Discrimination Act of 1975, as amended; (d) Title IX of the Education Amendments of 1972, as amended; (e) Americans with Disabilities Act of 1990; and (f) any other statutory provisions relating to non-discrimination.
- 8.2 In the performance of this Agreement, Subrecipient shall comply with the following Office of Management and Budget (OMB) Circulars applicable to its organization, institution or agency:
- Administrative Requirements (A-102 and A-110);
 - Cost Principles (A-21, A-87 and 122); and
 - Audit Guidance (A-133).

The parties agree to be bound by all terms of this Agreement and all applicable state and federal statutes and regulations, and all provisions contained therein, including the Office of Justice Programs "Financial Guide" located at:
<http://www.ojp.usdoj.gov/FinGuide/>

SECTION 9 – REPORTING REQUIREMENTS

- 9.1 The Subrecipient agrees to provide to TEEEX, in accordance with procedures and time frames prescribed by TEEEX, any technical or program reports, data, and information on the operation and performance of this Agreement deemed necessary by TEEEX or as required by the Statement of Work reporting schedule.
- 9.2 If Subrecipient fails to submit to TEEEX in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, TEEEX may withhold payments otherwise due and owing Subrecipient. If TEEEX withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by TEEEX until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

SECTION 10 – RETENTION AND ACCESSIBILITY OF RECORDS

- 10.1 Subrecipient shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement.
- 10.2 Subrecipient shall retain all fiscal records and supporting documents for a minimum of three (3) years after final Agreement closeout. In the event there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved.
- 10.3 Subrecipient shall provide state or federal auditing agencies, TEEX, or any of their duly authorized representatives, access to and the right to examine, copy, or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Subrecipient.
- 10.4 TEEX shall have the right of timely and reasonable access to Subrecipient and Subrecipient premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.

SECTION 11 – CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement or Statement of Work shall be by modification hereto in writing and executed by both parties to this Agreement before the changes to the Agreement are implemented.

SECTION 12 – SEVERABILITY

If a provision contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, it shall not affect any other provision of the Agreement. It is the intent of the parties that if any provision is held to be invalid, illegal or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

SECTION 13 – AUDITS OR EVALUATIONS

- 13.1 TEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEX. Subrecipient shall cooperate with all authorized auditors

and shall make available all accounting and project records including supporting source documentation. Such audit will be conducted in accordance with applicable state and federal rules and regulations, Agreement guidelines, and established professional standards and practices.

- 13.2 Subrecipient shall be liable to TEEEX for any costs disallowed as a result of an audit. Subrecipient shall further be responsible for any audit exception or other payment deficiency in the project covered by the Agreement, and all subcontracts hereunder, which are found to exist after monitoring, review, or auditing by any party as authorized or required by TEEEX.
- 13.3 Subrecipient, or the auditors that monitor or audit the Subrecipient, shall immediately report to TEEEX any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this Agreement.

SECTION 14 – MONITORING AND TECHNICAL ASSISTANCE

- 14.1 TEEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEEX deems necessary to determine the adequacy of the services performed.
- 14.2 TEEEX will notify the Subrecipient in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEEX will provide technical assistance to the Subrecipient to correct the deficiencies noted. TEEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section 19 of this Agreement, or take such other action as it deems appropriate.

SECTION 15 – PREVENTION OF CONFLICTING INTERESTS

The Subrecipient, by signing this Agreement, covenants and affirms that:

- 15.1 No employee of the Subrecipient or a Subrecipient, no member of the Subrecipient's or a Subrecipient's governing body, and no person who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.
- 15.2 The Subrecipient shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and

questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. The Subrecipient, its executive staff and employees, while administering this Agreement, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- 15.3 Subrecipient shall immediately inform TEEEX in writing of any potential conflict of interest which arises at any time during the term of this Agreement.
- 15.4 If Subrecipient fails to abide by the foregoing covenants and affirmations regarding conflict of interest, the Subrecipient shall not be entitled to recover any costs or expenses incurred in relation to this Agreement and shall immediately refund to TEEEX any fees or expenses that may have been paid under this Agreement, and shall further be liable for any other costs incurred or damages sustained by TEEEX relating to this Agreement. Such failure may subject Subrecipient to sanctions as provided in Section 19 of this Agreement.

SECTION 16 – FORCE MAJEURE

In the event that performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by any act of government, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

SECTION 17 – NON-ASSIGNMENT

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, the Subrecipient shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement. The Subrecipient shall be held responsible for all funds received under this Agreement.

SECTION 18 – TERMINATION OF AGREEMENT

- 18.1 This Agreement may be terminated, in whole or in part, whenever TEEEX determines that such termination is in the best interest of the project, such termination to be effective upon the Subrecipient's receipt of written notification of termination from TEEEX. In the event of such termination, the Subrecipient shall be entitled to compensation under this Agreement for allowable expenditures up to the termination date.

- 18.2 When justified, TEEEX may terminate this Agreement for cause, whereupon all compensation to the Subrecipient shall cease pending completion of any final report and any closing audit required by TEEEX.
- 18.3 If the Subrecipient fails to perform in accordance with the provisions of this Agreement or the attached Statement of Work, TEEEX may terminate this Agreement after issuing written notice of default to the Subrecipient and allowing the Subrecipient thirty (30) days following the issuance of such notice in which to correct the deficiency to the satisfaction of TEEEX. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Agreement.
- 18.4 Notwithstanding TEEEX's exercise of its right of early termination, the Subrecipient shall not be relieved of any liability for damages due to TEEEX. TEEEX may withhold payment to the Subrecipient on this or any other Agreement until such time as the exact amount of damages due to TEEEX from the Subrecipient is agreed upon or is otherwise determined by TEEEX.
- 18.5 If Federal funds are not available, or in the event that State laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Agreement by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of performance under this Agreement, then the parties shall be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of termination.
- 18.6 The Subrecipient shall cease to incur costs under this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

SECTION 19 – SANCTIONS OR REMEDIAL MEASURES

- 19.1 If Subrecipient materially fails to comply with the terms and conditions of this Agreement, TEEEX shall notify the Subrecipient in writing describing performance that is not in compliance with the terms and conditions of this Agreement. The Subrecipient shall attend a meeting with TEEEX to discuss the non-compliance and necessary corrective actions to ensure performance will be in compliance.
- 19.2 If TEEEX and Subrecipient cannot agree on corrective actions, TEEEX may take one or more of the following actions, as appropriate:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by Subrecipient;

19.2.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partially suspend or terminate the current award;

19.2.4 Exercise any other available remedies.

SECTION 20 – Sectarian Activity

None of the activities or performances rendered under this Agreement shall involve, and no portion of the funds received by Subrecipient shall be used for any sectarian or religious activity.

SECTION 21 – Political Activity

None of the activities or performances rendered hereunder by the Subrecipient shall involve and no portion of the funds received by the Subrecipient shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

SECTION 22 – Rights in Data, Copyrights and Publication

TEEX will be free to publish the results of all work done under this Agreement. Ownership of all data produced under this Agreement will remain with TEEX. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of this Agreement shall remain with TEEX, provided that TEEX shall grant to Subrecipient an irrevocable, royalty-free, non-exclusive license to reproduce, modify, and use all such data and copyrightable material for its own use, but not for any commercial purpose.

SECTION 23 – Governing Law

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

SECTION 24 – Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TEEEX and the Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient:

- A. A Subrecipient's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Subrecipient shall submit written notice, as required by subchapter B, to Arturo Alonzo, TEEEX Deputy Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TEEEX and the Subrecipient otherwise entitled to notice under the parties' Agreement. Compliance by the Subrecipient with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of the Agreement by TEEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TEEEX nor any other conduct of any representative of TEEEX relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- D. The submission, processing and resolution of the Subrecipient's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.
- E. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Subrecipient, in whole or in part.
- F. The designated individual responsible on behalf of TEEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEEX Deputy Director.

Subrecipient hereby acknowledges that it has read and understands this entire Agreement. All oral or written Agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. Subrecipient agrees to abide by all terms and conditions specified herein and certifies that the

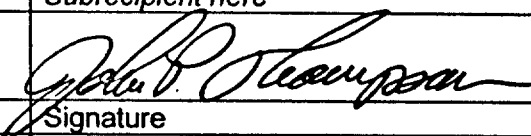
information provided to TEEX is true and correct in all respects to the best of its knowledge and belief.

This Agreement is entered into by and between the following parties:

TEEX:
 Texas Engineering Extension Service
 301 Tarrow - TEEX
 College Station, TX 77840-7896
 Contact Person: Charles Todd, Director of Emergency Preparedness
 TEL: 979.458.6815
 FAX: 979.458.6927

SUBRECIPIENT:
 Polk County
 c/o Polk County Emergency Management
 602 E. Church St., Suite 400
 Livingston, Texas 77351
 Contact Person: John E. McDowell, Emergency Management Coordinator
 TEL: 936-327-6826
 FAX: 936-327-6890

APPROVED:

Texas Engineering Extension Service	<i>Subrecipient here</i>
	
Signature	Signature
Dr. Arturo Alonzo, Jr.	John P. Thompson
Typed or Printed Name	Typed or Printed Name
Deputy Director	County Judge
Title	Title
	July 22, 2003
Date Signed	Date Signed
37167167164025	74-6001621
TX Vendor ID/VIN	TX Vendor ID/VIN

Statement of Work

Overview

This overview provides the process and timeline that will be followed during the administration of the 2002, 2003, and 2003 II State Homeland Security Grant Program Grant. The grant award to Polk County is funded from the Fiscal Year 2003 State Homeland Security Grant Program Program – Part II. Items procured under the grant must meet the criteria of the 2003 Authorized Equipment List (Attachment I).

Grant Award

Total Grant Award	\$296,411.00
Base Grant Award	\$91,162.00
Regional Allocation from COG	\$205,249.00

COG Requirements

Timeline

June 20, 2003	Grant Award Letters mailed by TEEX to senior elected officials.
June 25, 2003	Every Wednesday the shipping address and POC information that has been collected on the TEXASDPA site (www.texasdpa.com) will be forwarded to the Prime Vendor Site (www.fishersci.com). Jurisdictions cannot begin list building until their shipping address and receiving agent information has been processed by the Prime Vendor which takes 48 hours.
June 27, 2003	SUBRECIPIENT AGREEMENT will be mailed by TEEX to the jurisdictions. All jurisdictions must sign and return their SUBRECIPIENT AGREEMENT to TEEX by July 31. Address: Director of Domestic Preparedness John B. Connally Building 301 Tarrow-TEEX College Station, TX 77840-7896
June 30, 2003	The Prime Vendor and TXDPA Site will be open to all jurisdictions.
July 11, 2003	Every Friday completed equipment list will be submitted to ODP for approval. All jurisdictions must complete their lists by August 30.
October 31, 2003	Target date for jurisdictions to have all equipment on order.
November 30, 2003	Progress Report due from jurisdiction covering 6 months.
May 31, 2004	Progress Report due from jurisdiction covering 6 months.
November 30, 2004	Progress Report due from jurisdiction covering 6 months.
May 31, 2005	Progress Report due from jurisdiction covering 6 months.
July 31, 2004	All purchasing from FY 2002 grants must be completed.
March 31, 2005	All purchasing from FY 2003 grants must be completed.
April 30, 2005	All purchasing from FY 2003 II grants must be completed.

Soon after June 20, 2003 the senior elected official of each jurisdiction receiving a grant will receive a letter announcing the total grant amount along with the amount of the total for local needs and the amount of the total for regional improvement. A subrecipient award agreement will be sent to the jurisdiction's point of contact. Thirty days after receipt of the award letter the jurisdiction will be expected to return a signed copy of the SUBRECIPIENT AGREEMENT to TEEX. Starting on June 30 those jurisdictions that have inputted their shipping address on the TEXASDPA site will be allowed to begin building the jurisdiction's equipment lists on the TEXASDPA and the Prime Vendor Websites. An equipment list, approved by the COG and by the Office for Domestic Preparedness is a requirement to begin drawdown of grant funds.

Step 1: Building an Equipment List

All jurisdictions will create the proposed equipment purchase list for Council of Governments and Office for Domestic Preparedness (ODP) approval on-line. The use of the on-line sites for creating the proposed list does not obligate the jurisdiction to a specific method of procurement. Jurisdictions retain the choice of purchasing methods they will use to procure the equipment after ODP approves the list.

Two websites for list building – both will be used to create a list:

Vehicles, pharmaceuticals, physical security equipment, and specialized items, Houston Galveston Area Council of Governments Cooperative Purchasing Program items will be selected at www.texasdpa.com.

All other equipment will be selected at the Prime vendor site; www.fishersci.com

List Building

1. Select items on the TEXASDPA Site
2. Indicate on the TEXASDPA Site that list is finished
3. Select items on the Prime Vendor Site
4. Indicate on the Prime Vendor Site that list is finished
5. Completed lists are merged on the TEXASDPA Site

Completed list will show all equipment and quantity by discipline (fire, law enforcement, EMS, etc.)

Step 2: Adjusting orders to match the grant amount

The lists created on the Prime Vendor and TEXASDPA Site will be merged on the TEXASDPA Site. Each jurisdiction reviews the merged list on the TEXASDPA Site for the following;

6. Amount of projected purchases is not over or substantially under the grant amount
7. Equipment list is accurate
8. Adjust the list if necessary
9. Quantities may be changed on the TEXASDPA Site to bring the amount of projected purchases in agreement with the grant amount
10. Jurisdictions must return to the Prime Vendor Site, or TEXASDPA equipment list section to add items that are not on the merged list.
11. Lists will be updated every Monday on the TEXASDPA Site

Step 3: The review process

12. When a jurisdiction is satisfied with their list they will submit it on the TEXASDPA Website for review.
13. The jurisdiction's Council of Governments will be able to review and approve or disapprove the list on-line after the jurisdiction submits the list.
14. Disapproved lists will require the jurisdiction to make changes in the same manner they used during the list creation process.
15. Approved lists will be automatically forwarded to TEEX, the State Administrative Agency for review and forwarding to ODP.
16. When ODP has approved the list and created a Grant Adjustment Notice (GAN) the jurisdiction will be notified by TEEX that they may begin purchasing equipment.
17. Jurisdictions will indicate the purchasing options they intend to use on the TEXASDPA website.

Step 4: The purchasing process

Jurisdictions can only purchase equipment from one source at a time. Jurisdictions using multiple purchasing options must follow the sequence below:

18. Non Prime Vendor items, to include all vehicles and other items with an individual cost of over \$25,000 must be purchased first. If a Jurisdiction is planning on purchasing Non Prime Vendor items that cost over \$25,000 from both H-GAC and Local Purchase, they must purchase the H-GAC item first.
19. Inform TEEX that purchasing of Non Prime Vendor items through H-GAC is complete. TEEX will then "freeze" the jurisdiction's H-GAC Account (as related to this grant)
20. Inform TEEX that local procurement of equipment with an item cost of over \$25,000 is complete. TEEX will then activate the Prime Vendor Account for the jurisdiction.
21. Complete ordering of equipment at the Prime Vendor Site
22. Inform TEEX that prime vendor ordering is complete. TEEX will then "freeze" the jurisdiction's Prime Vendor Account.
23. Complete ordering of items with a unit cost of less than \$25,000 that were not available through the Prime Vendor Program from local purchase or H-GAC.

Grant Guidelines

Each jurisdiction will follow the stated guidelines to ensure the accurate and prompt purchase, receipt, payment and management of their equipment. These guidelines will ensure proper equipment accountability. Guidelines are set forth to ensure proper controls are in place for each jurisdiction.

Jurisdictions must provide a shipping address and designate a receiving point of contact to be entered on www.texasdpa.com website. The jurisdiction, according to its own policies and procedures, will be responsible for purchasing, receipt and inventory of equipment purchased using State Homeland Security Grant funding. The jurisdiction will be responsible for overseeing the equipment grant process for each purchasing option. The jurisdiction point of contact will also be responsible for inventory of property, providing required reports, and monitoring of the sub-grant.

Purchasing Options

There are three purchasing options available to each jurisdiction. Jurisdictions may use any single option, or any combination of options. These three purchasing options are explained in further detail in Attachments A, B, and C

24. Local Purchasing Option,

- Equipment procured in accordance with jurisdiction's existing purchasing requirements.
- Reimbursement upon submission of paid voucher to the Texas Engineering Extension Service (TEEX)

25. Prime Vendor Program through the Defense Logistics Agency (DLA)

- Defense Logistics Agency bills TEEX – Jurisdiction is not required to pay vendor and then apply for reimbursement
- Jurisdiction provides shipping receipt copies to verify receipt of equipment to TEEX

26. Houston Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program.

- H-GAC bills TEEX – Jurisdiction is not required to pay vendor and then apply for reimbursement
- Jurisdiction provides shipping receipt copies to verify receipt of equipment to TEEX

Order of procurement

- Jurisdictions that intend to only use the local purchase option should purchase vehicles and items over \$25,000 before purchasing the remainder of grant-funded equipment.
- Jurisdictions utilizing multiple purchasing options must procure equipment in the following order:
- Non Prime Vendor items including all vehicles or items with a unit cost over \$25,000 from H-GAC

- Jurisdiction notifies TEEEX when H-GAC procurement is complete. TEEEX "freezes" jurisdiction's H-GAC account (as related to this grant).
- Non Prime Vendor items including all vehicles or items with a unit cost of over \$25,000 using the local purchase option
- Jurisdiction notifies TEEEX when this phase of local purchase is complete. TEEEX then activates the jurisdiction's prime vendor account for purchases.
- All Prime Vendor items regardless of unit cost
- Jurisdiction notifies TEEEX when all Prime Vendor items are ordered. TEEEX then "freezes" the jurisdiction's prime vendor account and reopens the H-GAC account.
- H-GAC items other than vehicles with a unit cost under \$25,000
- Jurisdiction notifies TEEEX that all H-GAC items are ordered. TEEEX freezes jurisdiction's H-GAC account and authorizes jurisdiction to complete procurement using the local purchase option.
- Use the local purchase option to procure equipment with a unit cost under \$25,000 not previously procured.

Administration

Jurisdictions must keep receipts of all equipment received by the grant and forward all copies, signed and dated by the designated point of contact, to TEEEX by FAX or mail

Mail:

**Director of Domestic Preparedness
John B. Connally Building
301 Tarrow-TEEX
College Station, Texas 77840-7896
FAX: (979) 458-6927 Attn: Homeland Security Grant Program**

TEEX must receive receipts in a timely manner to ensure the promptness of payment proper documentation of the grant. Delay in sending receipts to TEEEX will result in delaying payment status to either the vendor or the jurisdiction, depending on method of purchasing used. All equipment must be checked when received to ensure all receipts match the equipment actually ordered and received from the vendor. Jurisdictions are responsible for contacting the vendor to replace any damaged equipment.

All property ordered under the State Homeland Security Grant is the property of the designated jurisdiction and is subject to inventory and property rules under OMB Circular A-102. Property title transfers to the jurisdiction upon receipt of equipment. All jurisdictions must maintain property records, in accordance with locally established procedures, which include the following information: a description of the item, a serial number, received date, the titleholder of the equipment, value of equipment and the owner and the location of the equipment. Each jurisdiction must keep these records readily available to ensure property accountability. There must be a physical inventory of grant procured equipment at least once a year. Each jurisdiction must have a control system in place to locate and safeguard equipment.

Reporting

Each jurisdiction must submit semiannual progress reports to the Texas Engineering Extension Service (TEEX) Office of Domestic Preparedness summarizing equipment purchased through this grant. Reports should be sent to:

**Director of Domestic Preparedness
John B. Connally Building
301 Tarrow-TEEX
College Station, Texas 77840-7896**

Reports may be faxed to (979) 458-6927 Attn: Homeland Security Grant or emailed to charley.todd@teexmail.tamu.edu

The semi-annual progress reports, due November 30 and May 31, should summarize the previous six months of equipment purchases. Required information includes the name of the jurisdiction and the Category, Item, Cost, Total, and number assigned to each discipline. This report will then be forwarded to the Office of Domestic Preparedness as documentation for their records on the progress of the grant. Please see Attachment D for format. Contact TEEX for an electronic version.

Monitoring

All jurisdictions are subject to these guidelines and procedures. There will be monitoring visits involved which will enable TEEX personnel to confirm that property is located and used for the intended purpose as stated in the SUBRECIPIENT AGREEMENT. These visits will be conducted randomly.

**ATTACHMENT A: Houston – Galveston Area Council Cooperative
Purchasing**

27. Jurisdiction places order to H-GAC for Non Prime Vendor items greater than \$25,000 through website.
 28. H-GAC receives through their Manufacturer/Suppliers equipment.
 29. Equipment is delivered to local jurisdiction along with receipt.
 30. Receipts are to be signed, dated and faxed to TEEX with all equipment being checked off and jurisdiction keeps originals.
 31. Manufacturer/Supplier bills H-GAC for the equipment.
 32. H-GAC then bills TEEX for equipment purchase.
 33. TEEX submits payment to H-GAC promptly.
 34. H-GAC submits payment to Manufacturer/Supplier promptly.
 35. Local jurisdiction generates report to send to TEEX.
 36. TEEX forwards copy of reports to Office
 37. Process is complete.
- ◆ **See Attachment F Purchasing through H-GAC Cooperative Purchasing Program flow chart.**

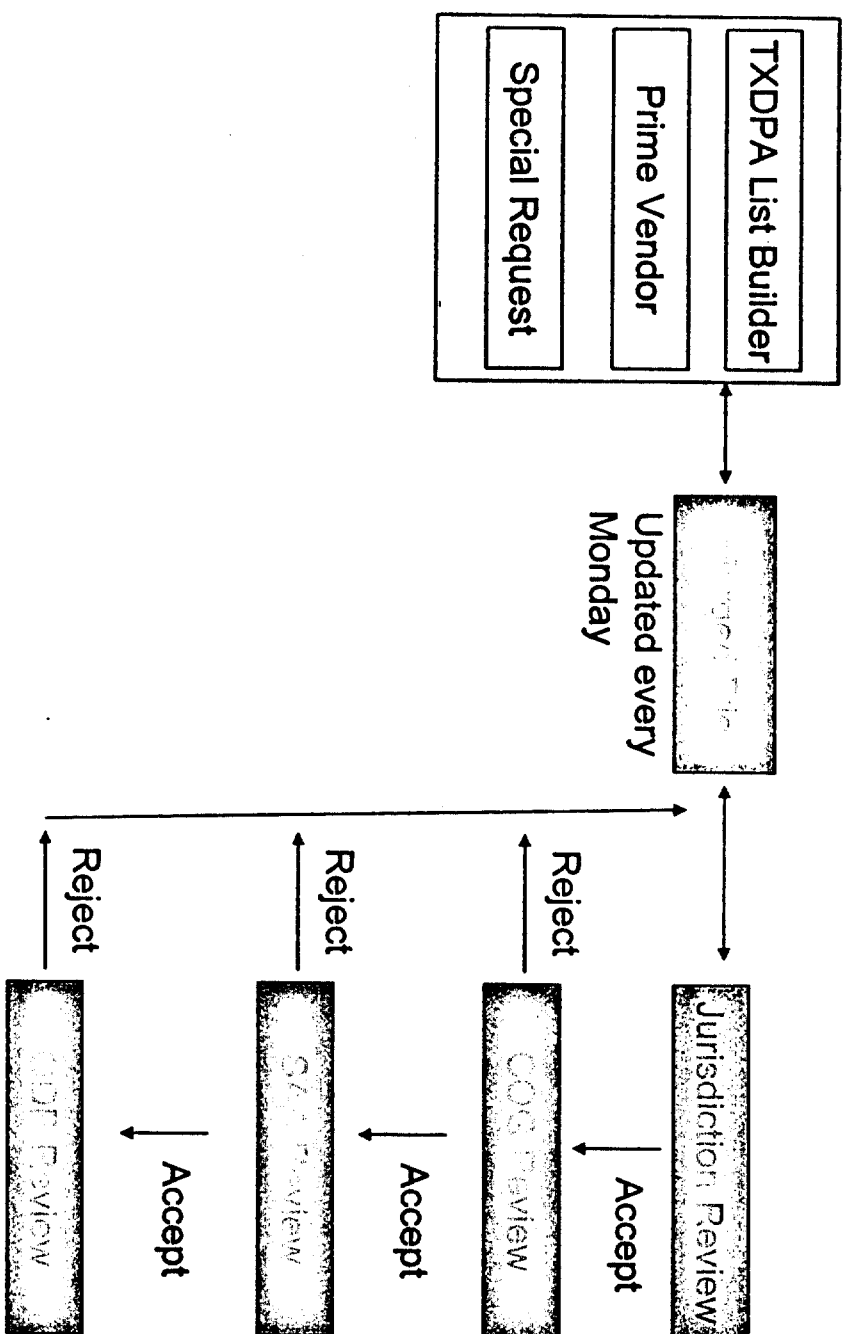
ATTACHMENT B: Prime Vendor through Defense Logistics Agency

38. Jurisdiction places order through Fisher Scientific Website www.fishersci.com
 39. If item is an in stock item Fisher Scientific directly ships to jurisdiction and receipt of equipment is sent.
 40. If item is a non-stock item then Fisher Scientific orders from Manufacturer and Supplier and item is shipped directly to jurisdiction and receipt of equipment is sent.
 41. Local jurisdictions checks off equipment and signs, dates and faxes receipt to TEEX and
 42. Jurisdiction keeps copy for their files.
 43. Manufacturer/Supplier bills Fisher Scientific for equipment purchase.
 44. Prime Vendor (Fisher Scientific) bills Defense Logistics Agency for equipment ordered.
 45. Defense Logistics Agency bills TEEX once a month for all the equipment purchased for that jurisdiction.
 46. TEEX submits payment to Defense Logistics Agency for equipment order.
 47. Defense Logistics Agency then submits payment to Fisher Scientific.
 48. Fisher Scientific submits payment to Manufacturer/Supplier.
 49. Reports are created by Fisher Scientific.
 50. Jurisdiction sends reports to TEEX.
 51. TEEX forwards copy of report to Office of Domestic Preparedness.
 52. Process is complete.
- ◆ See Attachment G Prime Vendor Purchasing Through Defense Logistics Agency flow chart.

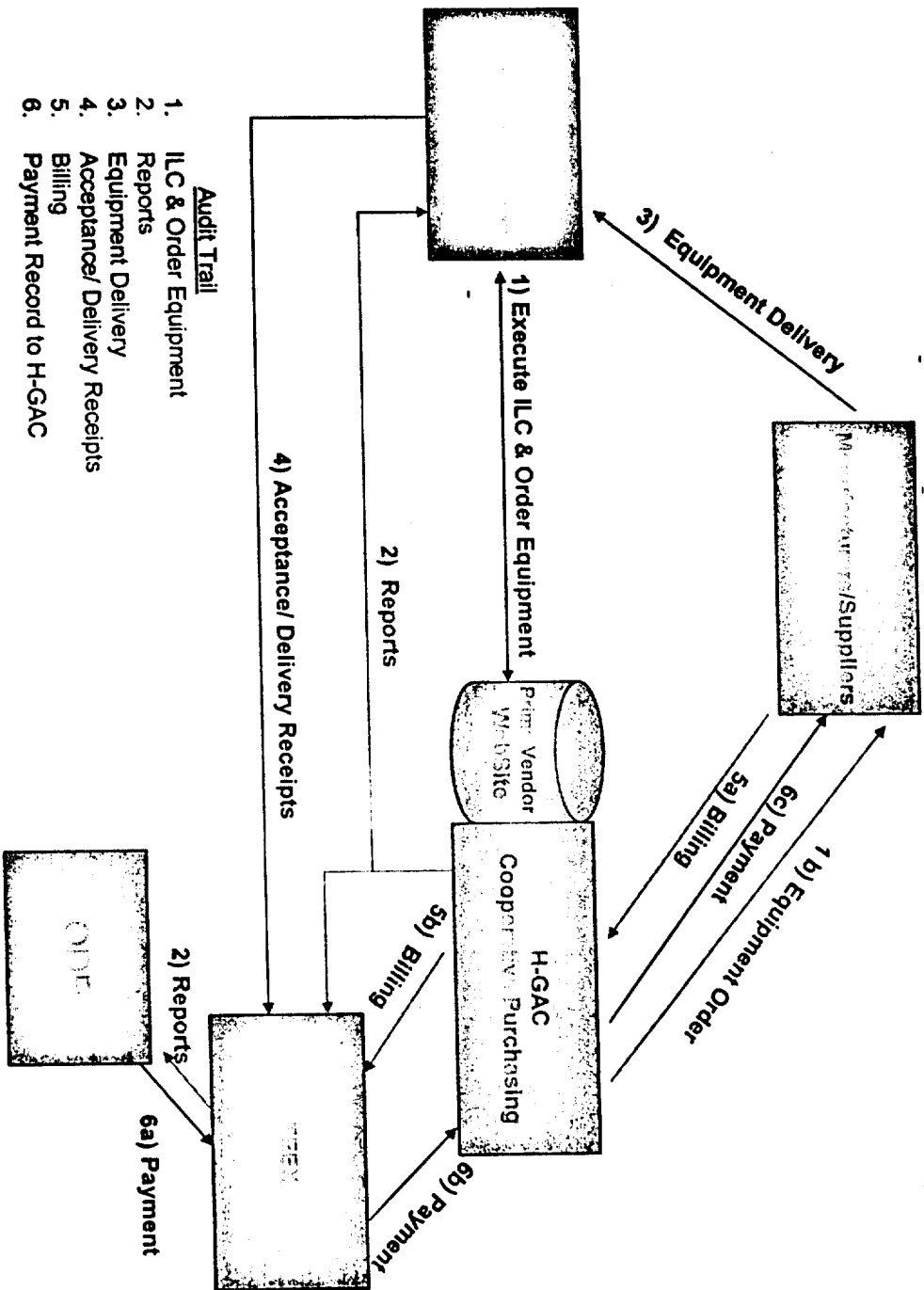
ATTACHMENT C: Local Purchasing Option

53. Jurisdiction in accordance with jurisdictions procurement policy procures equipment.
 54. Jurisdiction places equipment order with vendor.
 55. Equipment is delivered to jurisdictions.
 56. Vendor bills jurisdiction for purchase of equipment.
 57. Jurisdiction sends payment to vendor.
 58. Jurisdiction send paid voucher to TEEX for reimbursement of equipment purchase.
 59. TEEX reimburses jurisdiction for paid voucher.
 60. Jurisdiction creates report to send to TEEX.
 61. TEEX sends copy of report to Office of Domestic Preparedness.
 62. Process is complete.
- ◆ See Attachment H Local Purchase Option flow chart.

ATTACHMENT E: List Building

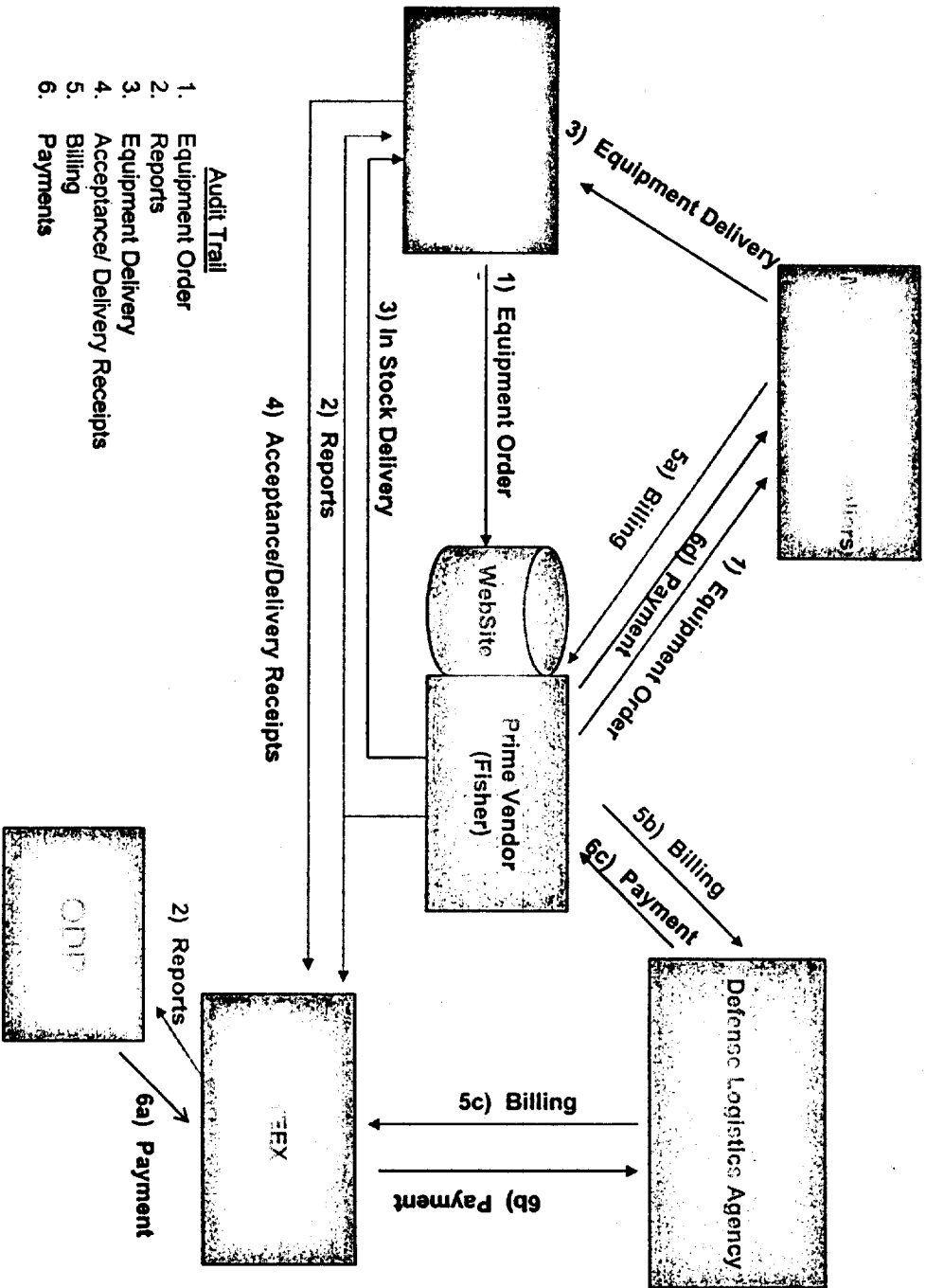


ATTACHMENT F: Purchasing through H-GAC Cooperative Purchasing Program



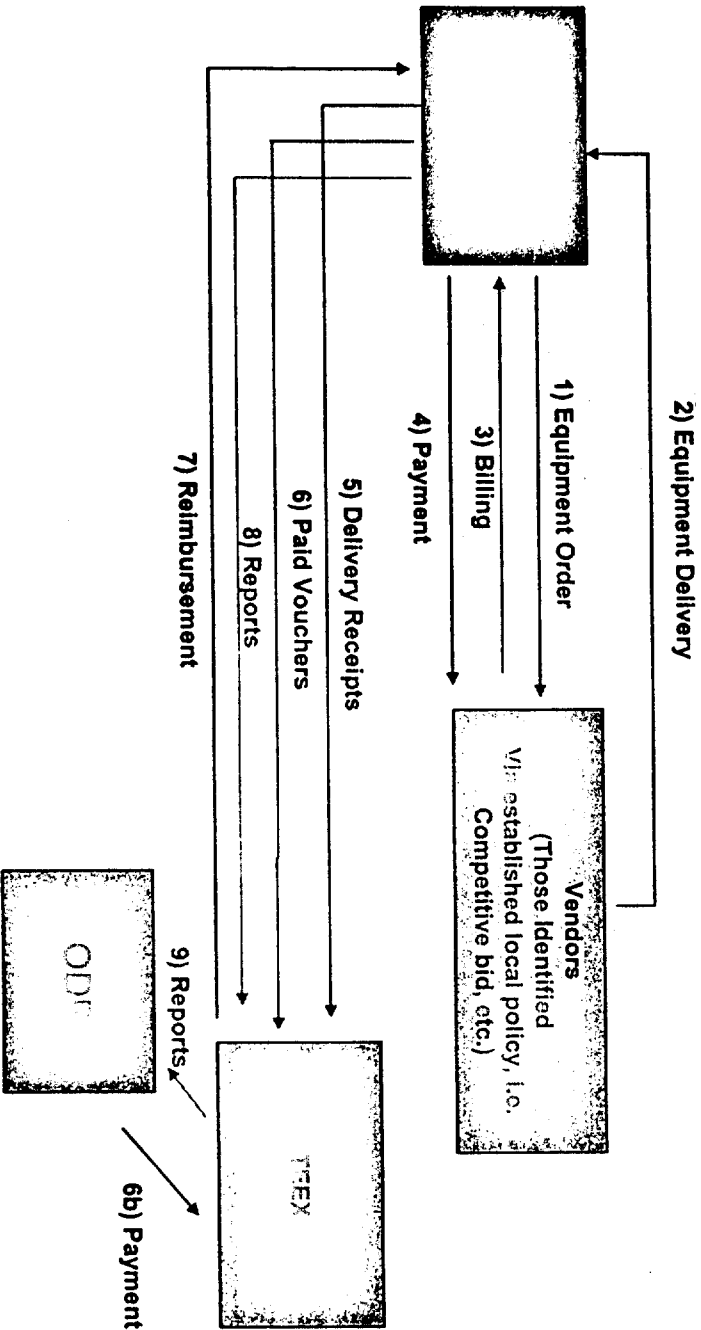
Agreement No. 48373

ATTACHMENT G: Prime Vendor Purchasing through Defense Logistics Agency



ATTACHMENT H: Local Purchase Option

- Audit Trail**
1. Reports
 2. Delivery Receipts
 3. Vouchers
 4. Reimbursement Payments



Attachment I: Fiscal Year 2003 Authorized Equipment List

(Extracted from the Office for Domestic Preparedness Fiscal Year 2003 State Homeland Security Grant Program, Program Guidelines and Application Kit)

Note: This provides broad guidance on authorized equipment. Much greater detail will be available on the web sites referenced in the Statement of Work for list preparation.

The FY 2003 SHSGP authorized equipment list was derived from the Standardized Equipment List (SEL). The SEL was developed by the Interagency Board (IAB) for Equipment Standardization and Interoperability. The IAB compiled the SEL to delineate the types of equipment necessary for terrorist incident response. Because the SEL also contains lists of general use and support equipment, a more narrow list was derived from the SEL to identify the specific types of specialized equipment authorized for purchase under the FY 2003 SHSGP. A cross-section of officials representing the U.S. Department of Homeland Security, the U.S. Department of Justice, the Public Health Service, the Federal Emergency Management Agency, the U.S. Department of Energy, and state and local CBRNE response experts assisted in the development of this authorized equipment purchase list and in identifying unallowable items. Authorized equipment purchases may be made in the following categories:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search & Rescue Equipment
4. Interoperable Communications Equipment
5. Detection Equipment
6. Decontamination Equipment
7. Physical Security Enhancement Equipment
8. Terrorism Incident Prevention Equipment
9. CBRNE Logistical Support Equipment
10. CBRNE Incident Response Vehicles
11. Medical Supplies and Limited Types of Pharmaceuticals
12. CBRNE Reference Materials

1. Personal Protective Equipment - Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into three categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

Level A. Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory and eye protection is required. The following constitutes Level A equipment for consideration:

- Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
- Fully Encapsulated Training Suits
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level B. Liquid splash resistant ensemble used with highest level of respiratory protection. The following constitute Level B equipment and should be considered for use:

- Liquid Splash Resistant Chemical Clothing, encapsulated or non-encapsulated
- Liquid Splash Resistant Hood
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment needed for maintaining body core temperature within acceptable limits
- Hardhat/helmet
- Chemical/Biological Protective Undergarment
- Inner Gloves
- Approved Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level C. Liquid splash resistant ensemble, with same level of skin protection of Level B, used when the concentration(s) and type(s) of airborne substances(s) are known and the criteria for using air-purifying respirators are met. The following constitute Level C equipment and should be considered for use:

- Liquid Chemical Splash Resistant Clothing (permeable or non-permeable)
- Liquid Chemical Splash Resistant Hood (permeable or non-permeable)
- Tight-fitting, Full Facepiece, Negative Pressure Air Purifying Respirator with the appropriate cartridge(s) or canister(s) and P100 filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Tight-fitting, Full Facepiece, Powered Air Purifying Respirator (PAPR) with chemically resistant hood with appropriate cartridge(s) or canister(s) and high-efficiency filter(s) for protection against toxic industrial chemicals, particulates, and military specific agents.
- Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment
- Hardhat
- Inner Chemical/Biological Resistant Garment
- Inner Gloves
- Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

Level D. Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- Escape mask for self-rescue

Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/ biological/ radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry.

All SCBAs should meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency responders when exposed to Chemical, Biological, Radiological and Nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCT-CBRN-STP-0002, dated December 14, 2001. ODP anticipates making compliance with NIOSH SCBA CBRN certification a mandatory requirement for all SCBAs purchased under the FY 2004 State Homeland Security Grant Program.

Grant recipients should purchase: 1) protective ensembles for chemical and biological terrorism incidents that are certified as compliant with Class 1, Class 2, or Class 3 requirements of National Fire Protection Association (NFPA) 1994, Protective Ensembles for Chemical/Biological Terrorism Incidents; 2) protective ensembles for hazardous materials emergencies that are certified as compliant with NFPA 1991, Standard on Vapor Protective Ensembles for Hazardous Materials Emergencies, including the chemical and biological terrorism protection; 3) protective ensembles for search and rescue or search and recovery operations where there is no exposure to chemical or biological warfare or terrorism agents and where exposure to flame and heat is unlikely or nonexistent that are certified as compliant with NFPA 1951, Standard on Protective Ensemble for USAR Operations; and, 4) protective clothing from blood and body fluid pathogens for persons providing treatment to victims after decontamination that are certified as compliant with NFPA 1999, Standard on Protective Clothing for Emergency Medical Operations.

For more information regarding these standards, please refer to the following web sites: The National Fire Protection Association - <http://www.nfpa.org> National Institute for Occupational Safety and Health - <http://www.cdc.gov/niosh>

2. Explosive Device Mitigation and Remediation - Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor (not for riot suppression)
- Ballistic Threat Helmet (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Dearmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Track Explosive Detector

3. CBRNE Search and Rescue Equipment - Equipment providing a technical search and rescue capability for a CBRNE environment:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

4. Interoperable Communications Equipment - Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations:

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Computer aided dispatch system
- Commercially available crisis management software
- Mobile Display Terminals

Note: In an effort to improve public safety interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHz frequency band and the Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.

5. Detection Equipment - Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear and explosive agents throughout designated areas or at specific points:

Chemical

- M-8 Detection Paper for chemical agent identification
- M-9 Detection Paper (roll) for chemical agent (military grade) detection
- M-256 Detection Kit for Chemical Agent (weapons grade—blister: CX/HD/L; blood: AC/CK; and nerve: GB/VX) detection
- M-256 Training Kit
- M-18 Series Chemical Agent Detector Kit for surface/vapor chemical agent analysis
- Hazard Categorizing (HAZCAT) Kits
- Photo-Ionization Detector (PID)
- Flame Ionization Detector (FID)
- Surface Acoustic Wave Detector
- Gas Chromatograph/Mass Spectrometer (GC/MS)
- Ion Mobility Spectrometry
- Stand-Off Chemical Detector
- M-272 Chemical Agent Water Test Kit
- Colorimetric Tube/Chip Kit specific for TICs and CBRNE applications
- Multi-gas Meter with minimum of O₂ and LEL
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Waste Water Classifier Kit
- Oxidizing Paper
- Protective cases for sensitive detection equipment storage & transport

Biological

- Point Detection Systems/Kits (Immunoassay or other technology)

Radiological/Nuclear

- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)
- Personal Dosimeter
- Scintillation Fluid (radiological) pre-packaged
- Radiation monitors

Explosive

- Canines (initial acquisition, initial operational capability only)

6. Decontamination Equipment - Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination:

Chemical

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon Litters/roller systems
- Extraction Litters, rollable
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Non-Transparent Cadaver Bags (CDC standard)
- Hand Carts
- Waste water classification kits/strips

Biological

- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

7. Physical Security Enhancement Equipment - Equipment to enhance the physical security of critical infrastructure.

Surveillance, Warning, Access/Intrusion Control

Ground

- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units
- Magnetometers
- Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar

Waterfront

- Radar Systems
- Video Assessment System/Cameras: Standard, Low Light, IR, Automated Detection
- Diver/Swimmer Detection Systems; Sonar
- Impact Resistant Doors and Gates
- Portal Systems
- Hull Scanning Equipment
- Plus all those for Ground

Sensors – Agent/Explosives Detection

- Chemical: Active/Passive; Mobile/Fixed; Handheld
- Biological: Active/Passive; Mobile/Fixed; Handheld
- Radiological
- Nuclear
- Ground/Wall Penetrating Radar

Inspection/Detection Systems

- Vehicle & Cargo Inspection System – Gamma-ray
- Mobile Search & Inspection System – X-ray
- Non-Invasive Radiological/Chem/Bio/Explosives System – Pulsed Neutron Activation

Explosion Protection

- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

8. Terrorism Incident Prevention Equipment (Terrorism Early Warning, Prevention, and Deterrence Equipment and Technologies) - State and local public safety agencies will increasingly rely on the integration of emerging technologies and equipment to improve jurisdictional capabilities to deter and prevent terrorist incidents. This includes, but is not limited to, equipment and associated components that enhance a jurisdiction's ability to disseminate advanced warning information to prevent a terrorist incident or disrupt a terrorist's ability to carry out the event, including information sharing, threat recognition, and public/private sector collaboration.

- Data collection/information gathering software
- Data synthesis software
- Geographic Information System information technology and software
- Law enforcement surveillance equipment

9. CBRNE Logistical Support Equipment - Logistical support gear used to store and transport the equipment to the CBRNE incident site and handle it once onsite. This category also includes small support equipment including intrinsically-safe (non-sparking) hand tools required to support a variety of tasks and to maintain equipment purchased under the grant as well as general support equipment intended to support the CBRNE incident response:

- Equipment trailers
- Weather-tight containers for equipment storage
- Software for equipment tracking and inventory
- Handheld computers for Emergency Response applications
- Small Hand tools
- Binoculars, head lamps, range finders and spotting scopes (not for weapons use)
- Small Generators to operate light sets, water pumps for decontamination sets
- Light sets for nighttime operations/security
- Electrical Current detectors
- Equipment harnesses, belts, and vests
- Isolation containers for suspected chemical/biological samples
- Bull horns
- Water pumps for decontamination systems
- Bar code scanner/reader for equipment inventory control
- Badging system equipment and supplies
- Cascade system for refilling SCBA oxygen bottles
- SCBA fit test equipment and software to conduct flow testing
- Testing Equipment for fully encapsulated suits
- Cooling/Heating/Ventilation Fans (personnel and decontamination tent use)
- HAZMAT Gear Bag/Box

10. CBRNE Incident Response Vehicles - This category includes special-purpose vehicles for the transport of CBRNE response equipment and personnel to the incident site. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (squad cars, executive transportation, etc.), fire apparatus, and tactical/armored assault vehicles are not allowable. Allowable vehicles include:

- Mobile command post vehicles
- Hazardous materials (HazMat) response vehicles
- Bomb response vehicles
- Prime movers for equipment trailers
- 2-wheel personal transport vehicles for transporting fully suited bomb technicians, Level A/B suited technicians to the Hot Zone
- Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the Hot Zone

11. Medical Supplies and Pharmaceuticals - Medical supplies and pharmaceuticals required for response to a CBRNE incident. Grantees are responsible for replenishing items after shelf-life expiration date(s).

Medical Supplies

- Automatic Biphasic External Defibrillators and carry bags
- Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level (to include OP and NG airways; ET tubes, styletes, blades, and handles; portable suction devices and catheters; and stethoscopes for monitoring breath sounds)
- Blood Pressure Cuffs
- IV Administration Sets (Macro and Micro) and Pressure Infusing Bags
- IV Catheters (14, 16, 18, 20, and 22 gauge)
- IV Catheters (Butterfly 22, 24 and 26 gauge)
- Manual Biphasic Defibrillators (defibrillator, pacemaker, 12 lead) and carry bags
- Eye Lense for Lavage or Continuous Medication
- Morgan Eye Shields
- Nasogastric Tubes
- Oxygen administration equipment and supplies (including bag valve masks; rebreather and non-rebreather masks, and nasal cannulas; oxygen cylinders, regulators, tubing, and manifold distribution systems; and pulse oximetry, Capnography & CO2 detection devices)
- Portable Ventilator
- Pulmonary Fit Tester
- Syringes (3cc and 10cc)
- 26 ga ½" needles (for syringes)
- 21 ga. 1 ½ " needles (for syringes)
- Triage Tags and Tarps
- Sterile and Non-Sterile dressings, all forms and sizes
- Gauze, all sizes

Pharmaceuticals

- 2Pam Chloride
- Adenosine
- Albuterol Sulfate .083%
- Albuterol MDI
- Atropine 0.1 & 0.4 mg/ml
- Atropine Auto Injectors
- Benadryl
- CANA Auto Injectors
- Calcium Chloride
- Calcium Gluconate 10%
- Ciprofloxin PO
- Cyanide kits

- Dextrose
- Dopamine
- Doxycycline PO
- Epinephrine
- Glucagon
- Lasix
- Lidocaine
- Loperamide
- Magnesium Sulfate
- Methylprednisolone
- Narcan
- Nubain
- Nitroglycerin
- Normal Saline (500 and 1000 ml bags)
- Potassium Iodide
- Silver Sulfadiazine
- Sodium Bicarbonate
- Sterile Water
- Tetracaine
- Thiamine
- Valium

12. CBRNE Reference Materials - Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

Item #16

COPY

Vendor Number: _____
Service Area: _____

VENDOR AGREEMENT

BETWEEN

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING

AND

~~Polk County Aging Services~~

TO PROMOTE QUALITY OF LIFE FOR OLDER PERSONS
IN DEEP EAST TEXAS



John P. Thompson, County Judge
~~Typed Name, Title and Date~~

AREA AGENCY ON AGING OF DEEP EAST TEXAS

Walter G. Diggles, Executive Director 10/01/2003
Date

FY 2003

MEMORANDUM OF AGREEMENT

INTRODUCTION

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

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

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

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

PURPOSE

The purposes of this Memorandum of Agreement between the AREA AGENCY ON AGING OF DEEP EAST TEXAS (hereinafter referred to as AAA/DET) and [REDACTED] (hereinafter referred to as "the VENDOR") are to identify areas of mutual interest, to define terms for mutual cooperation and coordination of health and human services and to pledge joint efforts to promote the mission of the Older Americans Act identified above.

The VENDOR shall become a partner in the AGING NETWORK OF DEEP EAST TEXAS and this agreement shall become an integral part of the AREA PLAN FOR AGING SERVICES IN DEEP EAST TEXAS.

This vendor agreement is valid for FY2004 (October 1, 2003 – September 30, 2004), with renewal options for FY's 2005 and 2006, pending agreement of both parties.

GENERAL OPERATIONS

AAA/DET Will:

1. Prepare and submit the Area Plan for Aging Services for Deep East Texas
 - a. Identify needs
 - b. Prioritize services
 - c. Develop regional goals and objectives for:
 - Access and Assistance
 - Community-based services
 - In-home services
 - Institutional care-resident advocacy
2. Develop vendor agreements or contracts with service providers
3. Conduct public hearings on aging issues
4. Monitor delivery of services
5. Maintain documentation and file necessary reports to funding agencies

VENDOR Will:

1. Provide AAA with ADA Self Assessment or other confirmation of compliance with the Americans With Disabilities Act.
2. Provide AAA with confirmation of compliance with Health Inspection requirements . (for congregate and home delivered meal providers).
3. Provide AAA with confirmation of compliance with Texas Department of Health Food Service and Sanitation Course for All Restaurant Managers (for congregate and home delivered meal providers)
4. Provide AAA with confirmation of monthly nutrition education to congregate and home delivered meal participants.
5. Provide AAA with confirmation of approved menus, developed by licensed dietitians, that comply with provisions in the Older Americans Act, Subpart 4, 339, relating to compliance with Dietary Guidelines and Recommended Dietary Allowances. (for congregate and home delivered meal providers)

FY 2003

6. Provide AAA with confirmation of comprehensive and liability insurance equal to or greater than that required by Texas Department of Transportation for public transportation, and other required documents as stated in Texas Administrative Code Rule 270.3(I) – Transportation Standards. (transportation providers)
7. Designate a liaison to provide advice and assistance in the development of the Area Plan for Aging Services for Deep East Texas.
8. Provide meeting space for AAA public meetings, i.e., Educational Forums, Regional Council on Aging meetings, Silver-Haired Legislature Candidate Forums, Public Hearings, etc.
9. Provide notification to AAA of activities that affect older persons including public hearings, educational forums, coalitions and solicitations for bids.

AN AGREEMENT BY AND BETWEEN
 DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
 AREA AGENCY ON AGING

LOCATION: 274 East Lamar, Jasper, Texas 75951
 MAIL: 274 East Lamar, Jasper, Texas 75951
 PHONE: (409) 384-5704
 FAX: (409) 384-6177
 E-MAIL: handerson@detcog.org
 CONTACT: Holly Anderson, Director, Area Agency on Aging

AND VENDOR

ENTITY: Polk County Aging Services
 LOCATION: 1517 N. Fouston, Livingston, TX
 MAIL: PO Box 1192, Livingston, TX 77351
 PHONE: (936) 327-6844
 FAX: (936) 327-6889
 E-MAIL: darlabr@hotmail.com

CONTACT: Darla Rhodes, Director

FOR THE PURCHASE OF

PRODUCT/SERVICE	UNIT	AREA	RATE
1. Congregate Meals	Meal		\$6.85
2. Home Delivered Meals	Meal		\$3.47
3. Transportation	1-way trip		
4. Homemaker	Hour		
5. Adult Day Care	1/2 day		
6. Respite Care - In-home	Hour		
7. Respite Care - Institutional	Hour		
8. Participant Assessment	Client		
9. Other			

FY 2003

PURCHASE TERMS/POLICIES

Vendor: ~~Polk County Aging Services~~

1. AAA/DET will ASSESS CLIENT NEED, DEVELOP PLAN OF CARE and AUTHORIZE PURCHASE of specified units of service.
2. Client will have opportunity to select provider from list of approved vendors.
3. AAA/DET will notify Vendor of SERVICE AUTHORIZATION including:
 - product or service description
 - client profile including ID number
 - service delivery period (start/end dates)
4. Vendor notification may occur by one or more of the following methods:
 - Telephone Contact
 - Faxed Work Order
 - E-Mail
5. Vendor shall submit invoice and service documentation to the AAA/DET by the 8th day of the month for payment within 30 days (see Vendor Agreement Attachment 1, Funding Obligations)

Any vendor invoices and service documentation received after the 8th day of the month will be held until the processing date as set by the Texas Department on Aging.
6. The attached Texas Administrative Code, Rules and Standards for Services, become part of this vendor agreement, and the Vendor agrees to provide services within these required standards.

Deep East Texas Council of Governments
Area Agency on Aging
Vendor Agreement
Attachment 1

I. FUNDING OBLIGATION

The VENDOR acknowledges that the COUNCIL'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this agreement, is limited to monies received from the Administration on Aging; and that unless and until adequate funds have been received from said entities, the COUNCIL shall not have, under terms of this agreement, any obligations to the VENDOR..

The VENDOR understands that it must have sufficient financial solvency to sustain said agreement performance until adequate funds are received by the COUNCIL to reimburse said VENDOR.

The COUNCIL shall not be liable to the VENDOR for any expenditures which are not allowable costs as defined in the rules and regulations, Federal Register Vol. 55 #63, and Code of Federal Regulations Title 45, Part 74, as of October 1, 1990, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the Texas Department on Aging.

The COUNCIL agrees to make payment to the VENDOR in the amounts and upon the terms, provisions and budgets as set forth in the Direct Service Agreement, and the VENDOR agrees to accept such payments as full compensation for services performed hereunder. Invoices received by the 8th day of the month will be paid net 30 days.

II. ACCESSIBILITY OF RECORDS

The VENDOR shall give COUNCIL, Texas Department on Aging, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this agreement. Such right of access shall continue as long as such records, or any of them, are in existence. VENDOR shall include the substance of this provision in all subcontracts.

III. PAYMENT SUSPENSION AND VENDOR TERMINATION

In the event monitoring, evaluation of activities or completion of client satisfaction surveys by the COUNCIL or its VENDOR agents, disclose serious deficiencies in the operation of agreement, the COUNCIL may elect to suspend or terminate this agreement upon fifteen (15) days written notice from the COUNCIL to the VENDOR. The VENDOR, upon notification of such suspension or termination, shall have the right to appeal such suspension or termination following procedures outlined in 40 TAC 254.17,

as applicable. This agreement may be terminated upon the occurrence of any of the following events:

- Discontinuance of funding to the COUNCIL from the Texas Department on Aging; or
- Failure of the VENDOR to comply with any or all of the terms and conditions of this agreement and any attachment thereto; or
- Mutual agreement between the COUNCIL and the VENDOR; or
- Discovered or disclosed deficiencies in the operation of the VENDOR supported under the provisions of this agreement.

In the event of termination, final billings for units of services delivered pursuant to the agreement will be submitted to the COUNCIL within fifteen (15) calendar days from the termination by the VENDOR. It is understood that no units delivered after the termination date will be reimbursed.

If this agreement is terminated as provided above, the COUNCIL may require the VENDOR to transfer title and deliver to the COUNCIL or to another authorized VENDOR any property acquired by Federal funds or assigned to the VENDOR by the COUNCIL for the purposes of this VENDOR.

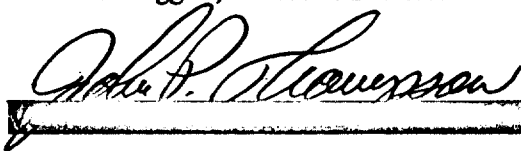
IV. TARGETING

VENDOR shall assure, in accordance with the Older Americans Act of 1965, as amended, Section 306(a)(5)(B), that preference in the delivery of services is given to:

- Older individuals residing in rural areas;
- Older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals who reside in rural areas);
- Older individuals who have greatest social need (with particular attention to low-income minority individuals and older individuals who reside in rural areas);
- Older individuals with severe disabilities;
- Older individuals with limited English-speaking ability; and,
- Older individuals with Alzheimer's Disease or related disorder with neurological and organic brain dysfunction and the caretakers of such individuals.

Walter G. Diggles, Executive Director

Date



July 22, 2003

CERTIFICATION REGARDING PROGRAM CONTRIBUTIONS

In accordance with TAC 270.1(j) regarding contributions (see below),
[REDACTED] certifies it will comply with the rule and report
all program contributions to the Deep East Texas Area Agency on Aging on a monthly
basis utilizing the monthly meal and program income report. (copy is attached and made
part of this agreement)

East Texas Support Services, Inc., acknowledges that said program contributions will
purchase services for participants eligible to receive services, thus increasing service
levels.

John F. Thompson July 22, 2003
Vendor Authorized Signature Date

Contributions:

The VENDOR shall ensure that written procedures for contributions for the cost of
providing services are established for use by each service provided. These procedures
shall:

- Provide all eligible clients or their family or advocate with the opportunity to
voluntarily contribute all or part of the cost of the service, regardless of the
method of service procurement;
- Protect the privacy of such contributions;
- Safeguard and account for all contributions;
- Require that all client contributions must be used to support or expand
services provided under an approved area plan, in accordance with applicable
federal fiscal and program regulations; and
- Allow the establishment of suggested contribution schedules which considers
the income ranges of the client population and the service provider's other
resources.

These procedures shall not:

- Require a contribution as a condition for receiving services; or
- Establish income as a means test when establishing suggested contribution
schedules.

[REDACTED SIGNATURE]

FY 2003

AMERICANS WITH DISABILITIES ACT
ASSURANCE STATEMENT

Polk County Aging Services does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Vendor will comply with the Americans With Disabilities Act.

I certify that compliance with the Americans With Disabilities Act of 1990, as amended, will be accomplished and that evidence of such compliance will be available to the Deep East Texas Area Agency on Aging staff or representative during scheduled monitoring visits.

John P. Thompson July 22, 2003
Vendor Authorized Signature Date

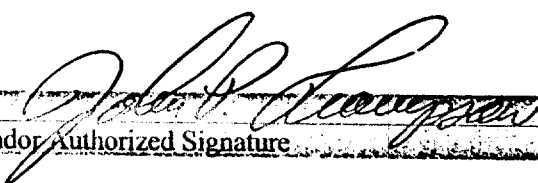
Holly Anderson, Director Date
Approval by Area Agency on Aging
Deep East Texas Council of Governments

XXXXXXXXXXXXXXXXXXXX

TEXAS ADMINISTRATIVE CODE
SERVICE STANDARDS
ASSURANCE STATEMENT

Polk County Aging Services will comply with all applicable service standards applicable for aging programs, as required by the Texas Administrative Code. These service standards for aging programs are attached and thereby made part of this agreement.

I certify that compliance with all applicable Texas Administrative Code for service standards for aging programs will be accomplished and that evidence of compliance will be available to the Deep East Texas Area Agency on Aging staff or representative upon request.


Vendor Authorized Signature July 22, 2003 Date

Holly Anderson, Director
Approval by Area Agency on Aging
Deep East Texas Council of Governments

Date

RECEIVED

FY 2003

Item # 20

INTERLOCAL GOVERNMENT AGREEMENT

Between

CITY OF HUNTSVILLE, TEXAS

And

THE POLK COUNTY SOLID WASTE MANAGEMENT CENTER

For Landfill Services

This Interlocal Government Agreement (this "Agreement"), dated as of October 1, 2003 is between Polk County, Texas (the "County") and the City of Huntsville, Texas, a home-rule municipal corporation (the "City").

WHEREAS the County owns the Polk County Solid Waste Management Center Facility (the "Center") which is located 3.5 miles west of Leggett, Texas and is operated under the Texas Commission on Environmental Quality Permit #1384 (the "Permit"), issued January 12, 1983; and

WHEREAS it is the stated desire of the County and it's landfill operator, Santek Environmental of Texas, LLC (the "County Representative") to provide these facilities and services, especially to other governmental entities through the provisions of the Texas Interlocal Cooperation Act, Chapter 791 of Texas Code;

NOW, THEREFORE, let it be known that the City represented by the Mayor and City Council of Huntsville and managed by the Department of Public Works, Solid Waste Services Division, desires to enter into this Agreement with the County and the County Representative, for landfill services under the following terms and conditions:

**I
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement and for the purposes of this Agreement, the Parties agree to ascribe the following meanings to the following terms:

- 1.01 Bulky Waste - Any large tree stump or any other object larger than 6' (feet) in diameter.
- 1.02 Facility - All contiguous land and structures, other appurtenances, and improvements on the land used for the storage, processing, or disposal of Solid Waste.
- 1.03 Garbage - Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

- 1.04 Generator - Any person, by site or location, whose act or process produces a Solid Waste or first causes it to become regulated by federal or state law.
- 1.05 Hazardous Waste - Any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S. C. § 6901 *et seq.*
- 1.06 Household Waste - Any Solid Waste (including Garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels, and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas), not including Yard Waste or brush that is completely free of any Household Wastes.
- 1.07 Industrial Solid Waste - Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations, classified as follows:
- (A) Class I Industrial Solid Waste is any Industrial Solid Waste or mixture of Industrial Solid Wastes that because of its concentration or physical or chemical characteristics: (1) is toxic, corrosive, flammable, a strong sensitizer or irritant, or a generator of sudden pressure by decomposition, heat, or other means; and (2) may pose a substantial present or potential danger to human health or the environment when improperly processed, stored, transported, or otherwise managed. See also Texas Health and Safety Code Chapter 361 (especially Section 361.003 relating to Definitions) and T.A.C. 330 § 335.505 (relating to Class I Waste Determination).
 - (B) Class II Industrial Waste is any Industrial Solid Waste or combination of Industrial Solid Wastes that cannot be described as Class I or Class III, as defined in T.A.C. 330 § 335.506 (relating to Class II Waste Determination).
 - (C) Class III Industrial Solid Waste is any inert and essentially insoluble Industrial Solid Waste, including materials such as rock, brick, glass, dirt, and certain plastics and rubber, etc., that are not readily decomposable as defined in T.A.C. 330 § 335.507 (relating to Class III Waste Determination).
- 1.08 Landfill - The Center and its Facility.
- 1.09 Liquid Waste - Any waste material that is determined to contain "free liquids" as defined by EPA Method 9095 (Paint Filter Test), as described in "Test Method for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Publication Number SW-846).
- 1.10 Medical Waste - Waste generated by healthcare related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-healthcare activities.

- 1.11 MSWLF – Municipal Solid Waste landfill facility.
- 1.12 Municipal Solid Waste (MSW) – Solid Waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including Garbage, Rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other Solid Waste other than Industrial Solid Waste.
- 1.13 Municipal Solid Waste Facility (MSW Facility) – All contiguous land, structures, other appurtenances, and improvements on the land used for processing, storing, or disposing of Solid Waste. A MSW Facility may be publicly or privately owned and may consist of several processing, storage, or disposal operational units, e.g., one or more landfills, surface impoundments, or combinations of them.
- 1.14 Operate - To conduct, work, run, manage, or control.
- 1.15 Operating Record – All plans, submittals, and correspondence for a MSWLF Facility required by the Texas Commission on Environmental Quality (TCEQ) to be maintained at the Facility or at a nearby site.
- 1.16 Operator – The person(s) responsible for Operating a Facility or part of a Facility.
- 1.17 Radioactive Waste – Waste that requires specific licensing under 25 T.A.C. Chapter 401, concerning Radioactive Materials and Other Sources of Radiation, Health and Safety Code, and the rules adopted by the TCEQ under that law.
- 1.18 Refuse – Same as Rubbish.
- 1.19 Rubbish – non putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 1.20 Scrap Tire - Any tire that can no longer be used for its original intended purpose.
- 1.21 Sludge - Any solid, semisolid, or Liquid Waste generated from a municipal, commercial, or industrial wastewater treatment plant, water-supply treatment plant, or air pollution control facility, exclusive of the treated effluent from a wastewater treatment plant.
- 1.22 Solid Waste – Garbage, Rubbish, Refuse, Sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (A) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under the Texas Water Code, Chapter 26;
- (B) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (C) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Texas Natural Resources Code § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act, as amended by Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*).

1.23 **Special Waste** – Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes are:

- (A) Hazardous Wastes from conditionally exempt small-quantity Generators that may be exempt from full controls under T.A.C. 330 § 335.401-335.412 (relating to Household Materials Which Could Be Classified as Hazardous Waste);
- (B) Class I industrial non-hazardous waste not routinely collected with MSW;
- (C) Special Waste from Healthcare Related Facilities (refer to certain items of Medical Waste);
- (D) municipal wastewater treatment plant Sludge, other types of domestic sewage treatment plant Sludge, and water-supply treatment plant Sludge;
- (E) septic tank pumpings;
- (F) grease and grit trap wastes;
- (G) wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 C.F.R. Part 261,

Appendix VIII but has not been listed as a commercial chemical product in 40 C.F.R. § 261.33(e) or (f);

- (H) slaughterhouse wastes;
- (I) dead animals;
- (J) drugs, contaminated foods, or contaminated beverages, other than those contained in normal Household Waste;
- (K) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers;
- (L) discarded materials containing asbestos;
- (M) incinerator ash;
- (N) soil contaminated by petroleum products, crude oils, or chemicals;
- (O) used oil;
- (P) light ballasts and/or small capacitors containing polychlorinated biphenyl (PCB) compounds;
- (Q) waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility permitted under Texas Health & Safety Code, Chapter 361;
- (R) waste generated outside the boundaries of Texas that contains;
 - (i) any Industrial Waste;
 - (ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - (iii) any item listed as a Special Waste in this paragraph;
- (S) any waste stream other than household or commercial Garbage, Refuse, or Rubbish;
- (T) lead acid storage batteries; and
- (U) used-oil filters from internal combustion engines
- (V) waste containing freon.

- 1.24 **Special Waste from Healthcare Related Facilities** – Includes animal waste, bulk human blood, blood products, body fluids, microbiological waste, pathological waste, and sharps as defined in 25 T.A.C. § 1.132 (concerning Definitions).
- 1.25 **Yard Waste** – Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.

**II
SCOPE OF SERVICES**

- 2.01 For purposes of this Agreement, the scopes of services (“Scope of Services”) are set forth in this Article II. Subject to the terms and conditions hereof, the County and the County Representative agree to:
 - (A) Provide all labor, materials, and equipment necessary to receive and properly landfilling MSW delivered to the Landfill by the City or it’s agents in accordance with applicable federal, state, and local laws and regulations.
 - (B) Accept and landfill MSW delivered by the City and/or their designated agents from 7:00 a.m. to 4:30 p.m. Monday through Friday and from 8:00 a.m. to 11:00 a.m. on Saturdays except on those holidays as designated in this agreement.
 - (C) Accept for landfilling and/or other disposal activities other types of Solid Waste including Sludge, Scrap Tires, grit trap waste, Bulky Waste and dead animals, as permitted under federal, state and local laws and regulations.
 - (D) Accept for landfilling and/or other disposal activities on a case by case basis Special Wastes, Class II Industrial Waste, and Treated Medical Waste as permitted under federal, state and local regulations.
 - (E) It is expressly understood that the County and the County Representative reserve the right to reject any and all loads which contain Hazardous Waste, Radioactive Waste, Class I Industrial Wastes, Untreated Medical Waste and any other waste material prohibited for disposal in a Type I Municipal Landfill under existing or future federal, state or local laws and regulations.
 - (F) It is expressly understood that the County and the County Representative reserve the right to reject any and all loads that contain Special Waste or Class II Industrial Wastes that in the opinion of the County Representative represents a threat or danger to the well being of the County and/or the County Representative’s personnel, their equipment or the environment.
 - (G) In the event that the Landfill is unavailable for landfilling, the County Representative shall notify the City at least four (4) hours in advance of its non-

availability. If emergency conditions cause such non-availability, the County Representative shall notify the City immediately, but in no event more than two (2) hours after the occurrence of the condition.

- 2.02 The County and the County Representative shall be responsible for compliance with all applicable requirements of the relevant Federal, State, and Local government agencies having jurisdiction over disposal operations.
- 2.03 In the event of any emergency conditions declared by the Mayor of the City, the County Representative will seek permission from the TCEQ to keep the Landfill open beyond 4:30 p.m. for landfilling of unusual amounts of Solid Waste material generated or created by such emergency conditions.
- 2.04 The County Representative may close the Landfill on the following holidays:
Thanksgiving Day
Christmas Day
- 2.05 The County Representative shall maintain access roads and discharge areas appropriate for eighteen wheeled truck/trailer rigs with walking floor trailers at the landfill. Damages and costs to vehicles and equipment directly related to roadway conditions at the Landfill will be deducted from the amount paid by the City to the County Representative. The City and the County Representative recognize and agree that the failure to have the City's trucks access to the working face of the Landfill within 10 minutes from time of exiting the scale house to working face shall cause a loss to the City for which the amount of damage to the City would be uncertain and difficult to estimate. Therefore, in the event the County Representative fails to have City trucks access to the working face of the Landfill within such 10 minute period, the County Representative shall pay Fifty Dollars and No Cents (\$50.00) per occurrence of such failure to the City as liquidated damages. Such sums are agreed to represent a bona fide effort on the part of the City and the County Representative to approximate the actual damages the City would suffer as a result of failure to timely turn around City transfer vehicles. The City shall have the right to deduct any liquidated damages from payments due or to become due to the County Representative.
- 2.06 The City shall have the right but not the duty to inspect, audit, copy, and examine only the books and records of the County Representative pertaining to their performance of services and obligations to the City under this Agreement. The County Representative shall maintain such books and records pertaining to this Agreement for a period of three (3) years after the termination or expiration of this Agreement or as required by the Texas Local Government Records Act, Texas Local Government Code Chapter 201 *et seq.*
- 2.07 Subject to reasonable safety rules and regulations, the City shall have the right, but not the duty to inspect the Landfill and to observe the County's operations during regular business hours.

- 2.08 Except to the extent necessary to address emergency circumstances and/or to comply with federal and state law requirements, the County shall not initiate any action that would materially impair the City's lawful use of FM 3152, FM 942, and FM 350 for the transportation to the Landfill of Solid Waste that is acceptable for placement in the Landfill under the terms of this Agreement.

III

TIPPING FEES, MEASURES, BILLING PROCEDURES, PAYMENTS

- 3.01 Fees and other compensation charged to the City for providing the Scope of Services is based on a per unit price. These fees shall be provided in accordance with the following schedule:

(A) During the first thirty-six (36) months of the term of this Agreement, the tipping fee per ton for each ton delivered and received at the Landfill for landfilling are:

- (i) MSW and Bulky Waste shall be Eighteen Dollars and Twenty Five Cents (\$18.25);
- (ii) Grit trap and related sludgy waste shall be Eleven Dollars and No Cents (\$11.00);
- (iii) Sludge shall be Eleven Dollars and No Cents (\$11.00), in the event that the City is unable to dispose of Sludge by land application and the City opts to dispose of its Sludge at the Landfill.

(B) Initial Rates for the acceptance of Scrap Tires shall be:

- (i) \$3.00 per tire for tires up to 19.5" in diameter
- (ii) \$8.00 per tire for tires between 19.6" and 24.5" in diameter
- (iii) \$30.00 per tire for all tires over 24.6" in diameter.

Rates for the acceptance of Scrap Tires may be altered at any time at the discretion of the County Representative.

- (C) Tipping fee rates for the acceptance of white goods, including refrigerators, stoves, dishwashers, freezers, air conditioners and other major appliances shall be \$10.00 per item. The City shall ensure that all freon gases have been removed by certified personnel prior to delivery to the Landfill of such items.

- (D) Generally, tipping fee rates for the acceptance, landfilling, or disposal of Special Waste, Treated Medical Waste and Class II Industrial Waste shall be \$18.25 per ton; however, the County Representative reserves the right to alter this rate should the waste material require special handling and/or reporting to such extent that the County Representative incurs increased expenses for the acceptance of the material.
- (E) If an agent or employee of the City enters the Landfill with waste materials not secured in a manner as to prevent spillage or blowing of waste from the vehicle and/or container used to transport the waste, the County Representative may assess the agent, employee or City a surcharge of \$10.00 per measured ton over the base tipping fee with a minimum charge of \$10.00. The County Representative agrees to notify the City Solid Waste Superintendent at the time of each occurrence if and when these unsecured loads are assessed.
- (F) All tipping fee rates hereunder are inclusive of the One Dollar and Twenty-Five Cents (\$1.25) per ton current state surcharge. In the event the state increases the surcharge per ton, the City agrees to accept an increased tipping fee rate reflecting the increase passed on by the County Representative, as directed by the TCEQ.
- (G) Tipping fees for any and/or all wastes may be increased by the County Representative on the third anniversary and thereafter on an annual basis for the remainder of the twenty-four (24) months of this Agreement. It is expressly understood that any rate increases enacted during the last two (2) years of the Agreement shall not exceed two percent (2%) per year including any adjustments annually as of each anniversary date of the Effective Date to reflect increases, if any, in the Consumer Price Index. The rates will be adjusted annually according to the Consumer Price Index, as follows:

The City's tipping fee rates shall be adjusted as of each October 1, beginning October 1, 2006, to reflect increases, if any, during the previous twelve month period ending in each June, in the Consumer Price Index, new series, all items, as issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjusted rate shall be established for the next twelve (12) months, based on the result of multiplying the then current rate set forth above by a fraction, the numerator of which shall be the Consumer Price Index ending in June in the year preceding the most recent date, and the denominator of which shall be the Consumer Price Index for the previous June:

$$\text{current rate} \times \frac{\text{Consumer Price Index June, current year}}{\text{Consumer Price Index June, preceding year}}$$

In the event the Consumer Price Index ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing the Consumer Price Index, then the Consumer Price Index used herein shall be adjusted to the figure that would have resulted had no change occurred in the matter of computing the Consumer Price Index. In the event that an index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating

the information thereto for use in determining this Agreement's Consumer Price Index shall be used in lieu of the consumer price index.

- 3.02 Payment shall be based on the compilation of the City's certified weigh scale tickets at the unit prices specified. Weights of each load will be determined by the scales and tickets originating at the City's scale house prior to departure to the Landfill and a duplicate copy of each ticket will be surrendered to the County scale house upon arrival to verify weight per load. The City's scales will be state certified every six months to ensure accuracy and a copy of certification past on to the Landfill for record keeping.
- 3.03 If a breakdown of City scales occurs during the term of this Agreement, determination of the amount owed to the County Representative during the period the scales are inoperable shall be based on the average tons per day from the preceding two months, or another method mutually agreed upon by both the City and the County Representative. The City may designate other scales reasonably acceptable to the County Representative to be used in the event its scales become inoperative.
- 3.04
- (A) The County Representative shall submit an application for payment on a standard form as mutually agreed upon by both parties. The County Representative shall provide itemized invoices to the City within fifteen (15) days of the close of each month.
 - (B) All invoices shall be submitted to:

City of Huntsville
Solid Waste Superintendent
1212 Avenue M
Huntsville, TX 77340
 - (C) Payment of all invoices shall be due within thirty (30) days of receipt.

**IV
CITY OF HUNTSVILLE'S RESPONSIBILITY**

- 4.01 Nothing in this Agreement shall require the City to landfill any minimum amount of MSW, Sludge, or Bulky Waste through any facility owned or operated by the County or the County Representative. Subject to the following sentence, the City may landfill any MSW, Sludge, or Bulky Waste by means other than the Landfill or through other landfills permitted and operated by the City or by use of any recycling or compost technology by the City. However, the City agrees that it will landfill all MSW or Sludge not disposed of through composting, recycling, land application, or other alternative to a landfill, at the Landfill pursuant to this Agreement.

- 4.02 The City shall ensure that all waste materials delivered to the Landfill are properly secured, covered, or enclosed to prevent spillage or blowing of waste materials from the vehicle and/or container used for transport.
- 4.03 If deemed necessary under TCEQ regulations, the City shall submit any and all loads of waste material delivered to the Landfill to inspection and evaluation under the County's Representative waste screening programs.
- 4.04 The City shall ensure that all waste materials delivered to the Landfill by the City and/or its agents are void of Hazardous Waste, and/or other waste unacceptable for landfilling at the Landfill. In the event that such materials are inadvertently delivered to the Landfill by the City and/or its agents, the City and/or its agents shall be responsible for the removal of such materials from the Landfill and the proper disposal of such materials.
- 4.05 The City shall provide at least twenty-four (24) hours notice to the County Representative prior to the delivery of Special Waste, Class II or Class III Industrial Waste to the Landfill. Such notification should include any test results or other data on the material as required by TCEQ special waste approval or the County Representative.
- 4.06 It is expressly understood that the City will be responsible for providing all test results and other data that may be required for obtaining TCEQ approval for the landfilling of Special Wastes at the Landfill, including without limitation, Sludges.
- 4.07 The City shall comply with all safety regulations and procedures implemented at the Landfill by the County's and/or the County Representative.
- 4.08 The City shall be responsible for compliance with all applicable laws and regulations governing the transportation of waste by or on behalf of the City to the Landfill for disposal, including without limitation the obtaining of all required permits and licenses such as over-weight permits.

V

TERMS OF AGREEMENT

This agreement shall be effective on full execution by all parties. The initial term of this agreement shall be for Five (5) years, commencing on October 1st, 2003, and terminating on September 30th, 2008. The County shall commence the acceptance of MSW from the City at the Landfill on that date.

VI

NONDISCRIMINATION

The County or the County Representative shall not discriminate against any person because of race, creed, color, religion, or national origin. Discrimination on the basis of age, sex, or physical requirements is prohibited except where such specific age, sex, or physical requirements constitute a bona fide occupational qualification.

**VII
INDEMNIFICATION**

- 7.01 To the extent allowed by law, the County agrees to protect indemnify, defend, and save harmless the City, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suits and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), arising out of or relating to the maintenance and operation of the Landfill except for occurrences caused by or arising out of the negligence or willful conduct of City , its officers, employees, and agents.
- 7.02 To the extent allowed by law, the City agrees to protect, indemnify, defend, and save harmless the County or the County Representative, their present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suits and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) arising out of or relating to the maintenance and operation of the Landfill except for occurrences caused by or arising out of the negligence or willful conduct of the County or the County Representative, their officers, employees, and agents.

**VIII
INSURANCE**

- 8.01 The County Representative shall provide and maintain during operations at the landfill, Worker's Compensation Insurance that meets the requirements of the State of Texas.
- 8.02 The County Representative shall provide and maintain during active landfill operations there under General Liability Insurance, to protect against all claims arising out of the County Representative's operations that result in bodily injury, death or property damage suffered on or about the landfill. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.
- 8.03 The County Representative shall upon request furnish City evidence that the insurance required of it is in force.
- 8.04 The limits of liability of all insurance required herein shall be as set forth:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each accident

Comprehensive General Liability
Bodily Injury Liability and Property
Damage Combined \$1,000,000 each occurrence

Automobile Liability
Bodily Injury and Property Damage Combined \$1,000,000 each occurrence
Single Limit

**IX
DEFAULT**

9.01 In the event that the Landfill cannot receive the City's MSW and/or Sludge for any reason other than that described in Section 10.04, then the County and the County Representative shall reimburse the City for the costs of landfilling at another landfill, including additional transportation costs and tipping fees, any such MSW and Sludge that would otherwise have been acceptable for landfilling at the Landfill during the period the Landfill is unable to receive such waste for any reason other than that described in Section 10.04. In addition to any other lawful means of effecting reimbursement from County or the County Representative, the City may credit these reimbursable costs against the fees due or that may become due to the County Representative pursuant to this Agreement.

**X
GENERAL PROVISIONS**

10.01 No parties shall assign or transfer, or permit the assignment or transfer of this agreement or the rights hereunder without the prior written consent of the other party. Approval of any assignment shall not be unnecessarily withheld.

10.02 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.03 This is an agreement for the performance of specific services described herein. Under no circumstances or conditions shall the Operation of the Landfill by the County or its Representative in accordance with this Agreement be deemed a public function of the City nor has the City acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Landfill by virtue of this Agreement.

10.04 From and after the Commencement Date of this Agreement, the County's Representative performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes

beyond the reasonable control of the County or the County Representative unless such cause or causes is a result of action or non-action by the County or the County Representative. Such causes shall include, but not limited to, acts of God, acts of war, riot, fire, meteor, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirement, rules, orders or actions; injunction or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction. The County's Representative shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the County or the County Representative.

- 10.05 If any term, clause or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause, or provision to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause, or provision that is illegal or unenforceable, there be added as a part of this agreement a term, clause, or provision as similar in terms to such illegal, invalid, or unenforceable term, clause or provision as may be possible and be legal, valid, and enforceable.
- 10.06 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.07 The covenants, terms, conditions, and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.
- 10.08 This Agreement is entered into and authorized by respective home rule charters and Texas Government Code Chapter 791, the Texas Interlocal Cooperation Contracts Act. This Agreement has been authorized by the Governing Council of each party to this Agreement. Each party agrees to pay for the performance of its functions and services under this Agreement from current revenues available to the parties. The Parties agree that any obligation or liability arising from or out of or in connection with this Agreement are solely the obligations of each parties systems, and that any such obligations or liabilities shall never be payable out of any funds raised or to be raised by taxation, and the parties covenant and agree to establish, adjust, and revise their rates and charges for the use and services of their sanitation systems, from time to time, so that the revenues of such systems shall be sufficient to pay all operating expenses of such systems in connection with this Agreement.
- 10.09 The County Representative acknowledges that during the term of the Agreement it shall not attempt to compete for the collection of MSW within the municipal boundaries of the

City. Only the collection by the County Representative of construction & demolition waste described in the City's ordinance 14.06.03 is permissible during the term of this Agreement. However, in the event of a request from the City's Management, the County Representative may assist the City in the collection and marketing of waste or recyclables due to unusual circumstances, which services shall only be provided by the County Representative upon reaching a mutually agreed upon rate of compensation prior to performance of the requested services.

10.10 All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

City of Huntsville
1212 Avenue M
Huntsville, Texas 77340
Attn: City Manager

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 15 day of July, 2003 written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CITY OF HUNTSVILLE

Kare Davidson
Mayor, City of Huntsville

ATTEST:

Danna Welter
Danna Welter, City Secretary

APPROVED:

Paul C. [Signature]
City Attorney, City of Huntsville

POLK COUNTY

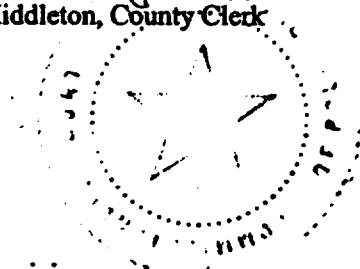
John P. Thompson
Honorable John P. Thompson, Polk County Judge

ATTEST:

Barbara Middleton
Barbara Middleton, County Clerk

SANTEK ENVIRONMENTAL of TEXAS, LLC.

Edward A. Caylor
Edward A. Caylor, President



Attachments:

- 1. Resolution of the City Council of the City of Huntsville, Texas authorizing agreement.

VOL. 49 PAGE 654

Cindy Blaylock

From: Stephanie Brim
Sent: Wednesday, July 16, 2003 9:06 AM
To: City of Huntsville
Subject: City Council 07-15

Below is a synopsis of action taken at the City Council meeting last night:

4. CONSENT AGENDA

- a. Approve the minutes of the May 27, June 3, June 5, June 6, June 10 and July 1, 2003 City Council regular and special sessions. PULLED FROM CONSENT: APPROVED WITH MINOR CORRECTIONS UNDER STATUTORY AGENDA
- b. Authorize the Acting City Manager to enter into a three-year contract with Skaggs Companies for the periodic purchase of police uniforms to be purchased from budgeted funds. APPROVED
- c. Adopt Resolution 2003-07-15.1, adopting the 2003 Parks & Recreation Master Plan and listing the seven priority needs identified in that plan. APPROVED
- d. Authorize expenditure of funds for the construction costs and purchase of furniture for office space for the Mayor and Council at City Hall in an amount not to exceed \$2,700. PULLED FROM CONSENT: TABLED AFTER DISCUSSION

5. STATUTORY AGENDA

- a. Consider and take action on financing the golf course cost overruns through the following: transfer of funds from budgeted CIP projects to the golf course operating budget in an amount not to exceed \$1.2 million (Economic Development \$400,000; TXDOT Projects \$200,000; Land Acquisition \$160,000; 11th-10th Street Improvements \$366,179; and Metro National \$90,033); and reaffirm a loan through the Water Fund to the golf course operating budget in an amount not to exceed \$612,764; with the remaining \$211,236 to be funded through the General Fund. APPROVED
- b. Consider and take action on the City's participation in proposed street improvements between 11th Street and Normal Park Drive at a cost not to exceed \$100,000 to be funded from budgeted funds. PULLED
- c. Consider and take action on the issuance of a letter of proposed changes with respect to downtown parking recommendations as made by the Texas Department of Transportation. TABLED
- √d. Consider and take action on Resolution 2003-07-15.2, approving the interlocal government contract for disposal and landfill services between the City of Huntsville and Polk County and its representative, Santek Environmental of Texas, LLC, for the period of October 1, 2003 through September 30, 2008. APPROVED
- e. Consider and take action on Resolution 2003-07-15.3, authorizing submission of the application for a grant with the Texas Forest Service through the Urban Forestry Partnership Grant Program to assist in paying a portion of the salary for the Urban Forester, and action if grant funding is not successful. APPROVED CONDITIONALLY: If grant funding is not successful, the City will terminate the position effective September 30, 2003.
- f. Consider and take action on Resolution 2003-07-15.4, authorizing the submission of a grant application to Texas Parks & Wildlife - Outdoor Recreation Grant Program, committing that the required \$500,000 local match is currently available, designating Acting City Manager Paul Isham as the local representative and committing to dedicate additional parkland acquired as a result of an awarded grant as public park land in perpetuity. APPROVED
- g. Consider and take action on the amended participation and the attached Contract with Elkins Lake Recreation Corporation regarding the extension of water and wastewater service to a 1.99 acre tract owned by Charles Thompson. FAILED 4-4
- h. Take action, if necessary, on the items listed under "Work Session", (c1). NO ACTION

The complete agenda is here for your reference:

<http://www.ci.huntsville.tx.us/citycouncil/agenda.pdf>

7/16/2003

Item #23

**ORDER BY THE POLK COUNTY COMMISSIONERS
COURT ESTABLISHING A FUND BALANCE POLICY**

Whereas, Polk County, Texas has issued debt obligations, and in the process submitted financial information to various rating agencies; and

Whereas, based on the submission of that information, the Polk County Commissioners Court and the County Auditor determined that the County should increase its fund balances; and

Whereas, the Commissioners Court and the County Auditor have determined that it is important for sound economic planning to have sufficient levels of fund balances; and

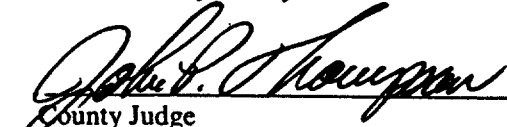
Whereas, on July 8, 2003, the Commissioners Court based on the recommendation of the County Auditor provided for an increase in the general fund balance as of September 30, 2002; and

Whereas, the Commissioners Court and the County Auditor believe that it is appropriate to have not less than three month's operating reserves in the general fund;


**NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF
POLK COUNTY, TEXAS**

1. Polk County, Texas shall seek to maintain at the end of each fiscal year, adequate reserves for operating expenses in the amount of not less than three (3) months current operating expenses.
2. As of October 1, 2002, Polk County, Texas has provided for two month's current operating expenses. The Commissioners Court shall seek to increase the two month's operating reserve to three month's over the next five years.
3. If reserves fall below the two month's current operating expenses, the County Judge and the County Auditor will present a corrective plan to the Commissioners Court.
4. If for three (3) consecutive months, the monthly financial report to the Commissioners Court indicates that (a) a projected deficit for the current fiscal year, or (b) that the projected reserves will fall below the level specified by this Order, or (c) that the reserves will fall below the level specified in the corrective action plan, the County Judge and the County Auditor will provide a supplemental plan for corrective action to the Commissioners Court.

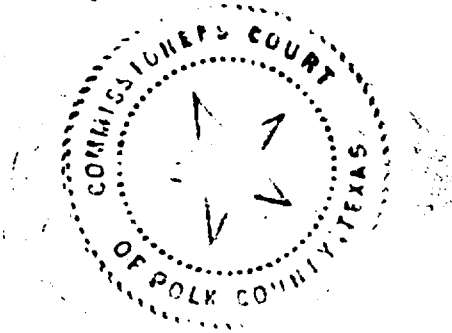
PASSED AND APPROVED this 22nd day of July, 2003.


County Judge
Polk County, Texas

ATTEST:


County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]



Item # 24

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	66,679.34
015 ROAD & BRIDGE ADM	.00
051 AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

[Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

F# 2003-18a
2003-18

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
07/15/2003 15:48:31	REPORT OF GENERAL LEDGER AMENDMENTS							
2003 010-271-000	FUND BALANCE	07/15/2003	2K3-18	64,287.27	92,626.94	UNBUDGETED ACTUAL EXPENSES	28,339.67	K
2003 010-271-000	FUND BALANCE	07/15/2003	2K3-18	92,626.94	97,626.94	UNBUDGETED EXPENSES FY2003;	5,000.00	K
	TOTAL AMENDMENTS		2	TOTAL CHANGES			33,339.67	
2003 010-340-555	CONSTABLE, PCT#1 S	07/15/2003	2K3-18	875.00	1,470.00	RECORD CKS REC'D FOR OUT-OF-K	595.00	K
2003 010-340-555	CONSTABLE, PCT#1 S	07/15/2003	2K3-18	1,470.00	1,730.00	RECORD CKS REC'D FOR OUT-OF-K	260.00	K
	TOTAL AMENDMENTS		2	TOTAL CHANGES			855.00	
2003 010-342-049	REIMBURSEMENT-DA H	07/15/2003	2K3-18	42.96	72.27	UNBUDGETED MAINTENANCE EXPE	29.31	K
2003 010-342-391	REIMB. BY INMATE FO	07/15/2003	2K3-18	.00	1,023.43	RECORD CKS RECEIVED FOR MED K	1,023.43	K
2003 010-342-551	TRA PATROL REIMBUR	07/15/2003	2K3-18	120,418.83	135,795.17	RECORD TRA PATROL REIMBURSE	15,376.34	K
2003 010-342-600	INSURANCE CLAIMS	07/15/2003	2K3-18	12,020.78	18,170.86	REIMBURSEMENT CK TAC INSURA	6,150.08	K
2003 010-342-900	MISCELLANEOUS REVE	07/15/2003	2K3-18	20,000.00	20,327.00	UNBUDGETED REIMBURSEMENT CK	327.00	K
	TOTAL AMENDMENTS		5	TOTAL CHANGES			22,906.16	
2003 010-370-091	TRF FROM DRUG FORF	07/15/2003	2K3-18	.00	9,382.80	TRANSFER OF DRUG SEIZURE FU	9,382.80	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			9,382.80	
2003 010-405-352	COMPUTER MAINTENAN	07/15/2003	2K318A	805.40	607.09	REQUEST PER GLENN CLARK	198.31	K
2003 010-405-427	TRAVEL/TRAINING	07/15/2003	2K318A	1,500.00	1,205.70	REQUEST PER GLENN CLARK	294.30	K
2003 010-405-572	OFFICE FURNISHINGS	07/15/2003	2K318A	1,200.00	1,692.61	REQUEST PER GLENN CLARK	492.61	K
	EXPENSE SUMMARY - VET SER OFF			TOTAL AMENDMENTS			.00	
2003 010-455-351	EQUIPMENT MAINTENA	07/15/2003	2K318A	1,600.00	1,642.15	REQUEST PER DARRELL LONGINO	42.15	K
2003 010-455-427	TRAVEL/TRAINING	07/15/2003	2K318A	1,422.00	1,379.85	REQUEST PER DARRELL LONGINO	42.15	K
	EXPENSE SUMMARY - JP #1			TOTAL AMENDMENTS			.00	
2003 010-465-400	ATTORNEY FEES- 411	07/15/2003	2K3-18	75,000.00	96,159.67	UNBUDGETED ACTUAL EXPENSES	21,159.67	K
	EXPENSE SUMMARY - JUDICIAL			TOTAL AMENDMENTS			21,159.67	
2003 010-495-204	WORKERS COMPENSATI	07/15/2003	2K318A	321.88	537.88	REQUEST PER B.L. DOCKENS	216.00	K
2003 010-495-315	OFFICE SUPPLIES	07/15/2003	2K318A	4,500.00	4,700.00	REQUEST PER B.L. DOCKENS	200.00	K
2003 010-495-410	FAD ASSET MAINTENA	07/15/2003	2K318A	2,401.02	985.02	REQUEST PER B.L. DOCKENS	1,416.00	K
2003 010-495-427	TRAVEL/TRAINING	07/15/2003	2K318A	3,000.00	4,000.00	REQUEST PER B.L. DOCKENS	1,000.00	K
	EXPENSE SUMMARY - AUDITOR			TOTAL AMENDMENTS			.00	
2003 010-510-300	UNIFORMS	07/15/2003	2K318A	1,500.00	2,000.00	REQUEST PER ELGIN DAVIS	500.00	K
2003 010-510-427	TRAVEL/TRAINING	07/15/2003	2K318A	1,000.00	500.00	REQUEST PER ELGIN DAVIS	500.00	K
	MAINTENANCE - CUSTODIAL			TOTAL AMENDMENTS			.00	
2003 010-511-300	UNIFORMS	07/15/2003	2K318A	2,300.00	2,100.00	REQUEST PER DON MAXWELL	200.00	K
2003 010-511-330	FURNISHED TRANSPOR	07/15/2003	2K318A	12,500.00	12,238.50	REQUEST PER DON MAXWELL	261.50	K
2003 010-511-427	TRAVEL/TRAINING	07/15/2003	2K318A	2,000.00	700.00	REQUEST PER DON MAXWELL	1,300.00	K
2003 010-511-452	SUPPLIES/OFFICE EQ	07/15/2003	2K318A	10,000.00	6,000.00	REQUEST PER DON MAXWELL	4,000.00	K
2003 010-511-454	AUTOMOTIVE MAINTEN	07/15/2003	2K3-18	7,242.96	7,272.27	UNBUDGETED MAINTENANCE EXPE	29.31	K
2003 010-511-573	CAPITAL OUTLAY PUR	07/15/2003	2K318A	42,745.00	48,506.50	REQUEST PER DON MAXWELL	5,761.50	K
	MAINTENANCE - ENGINEERING			TOTAL AMENDMENTS			29.31	
2003 010-512-315	OFFICE SUPPLIES	07/15/2003	2K318A	3,500.00	3,153.32	REQUEST PER WYATT COOKSEY	346.68	K
2003 010-512-342	LAUNDRY SUPPLIES	07/15/2003	2K318A	3,740.01	3,240.01	REQUEST PER WYATT COOKSEY	500.00	K
2003 010-512-391	MEDICAL SUPPLIES/S	07/15/2003	2K3-18	81,000.00	82,023.43	RECORD CKS RECEIVED FOR MED K	1,023.43	K
2003 010-512-426	TRAVEL - TRANSPOR	07/15/2003	2K3-18	14,135.20	14,462.20	UNBUDGETED REIMBURSEMENT CK	327.00	K
2003 010-512-427	TRAVEL/TRAINING	07/15/2003	2K318A	4,500.00	3,500.00	REQUEST PER WYATT COOKSEY	1,000.00	K
2003 010-512-490	MISCELLANEOUS	07/15/2003	2K318A	5,759.99	7,606.67	REQUEST PER WYATT COOKSEY	1,846.68	K
	EXPENSE SUMMARY - JAIL			TOTAL AMENDMENTS			1,350.43	

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2003 010-551-572	RADIO/OFFICE EQUIP	07/15/2003	2K3-18	4,632.87	4,632.87	RECORD CKS REC'D FOR OUT-OF K	595.00	K
2003 010-551-572	RADIO/OFFICE EQUIP	07/15/2003	2K3-18	4,632.87	4,892.87	RECORD CKS REC'D FOR OUT-OF K	260.00	K
SUMMARY - CONSTABLE, PCT.1				2	TOTAL CHANGES		855.00	
2003 010-560-105	SALARIES	07/15/2003	2K3-18	1,296,294.25	1,309,211.61	RECORD TRA PATROL REIMBURSE K	12,917.36	K
2003 010-560-201	SOCIAL SECURITY	07/15/2003	2K3-18	106,538.57	107,526.75	RECORD TRA PATROL REIMBURSE K	988.18	K
2003 010-560-203	RETIREMENT	07/15/2003	2K3-18	89,666.19	90,529.07	RECORD TRA PATROL REIMBURSE K	862.88	K
2003 010-560-204	WORKERS COMPENSATI	07/15/2003	2K3-18	29,345.22	29,911.80	RECORD TRA PATROL REIMBURSE K	566.58	K
2003 010-560-206	UNEMPLOYMENT INSUR	07/15/2003	2K3-18	4,402.21	4,443.55	RECORD TRA PATROL REIMBURSE K	41.34	K
2003 010-560-367	SPECIAL MONIES - S	07/15/2003	2K3-18		9,382.80	TRANSFER OF DRUG SEIZURE FU K	9,382.80	K
2003 010-560-450	REIMB INS VEHICLE	07/15/2003	2K3-18	2,504.66	8,654.74	REIMBURSEMENT CK TAC INSURA K	6,150.08	K
2003 010-560-450	REIMB INS VEHICLE	07/15/2003	2K318A	8,654.74	13,678.68	REVERSE BUDGET REVISION 2K3 K	5,023.94	K
2003 010-560-454	VEHICLE REPAIR	07/15/2003	2K318A	46,448.94	41,425.00	REVERSE BUDGET REVISION 2K3 K	5,023.94	K
2003 010-560-454	VEHICLE REPAIR	07/15/2003	2K3-18	41,425.00	46,425.00	UNBUDGETED EXPENSES FY2003; K	5,000.00	K
EXPENSE SUMMARY - SHERIFF DEPT				10	TOTAL CHANGES		35,909.22	
2003 010-691-405	AUTOPSIES	07/15/2003	2K3-18	50,755.00	57,935.00	UNBUDGETED ACTUAL EXPENSES F K	7,180.00	K
2003 010-691-481	DETCOG,TAC,NACO,GF	07/15/2003	2K318A	4,459.00	4,529.65	REQUEST PER JOHN THOMPSON B K	70.65	K
2003 010-691-490	MISCELLANEOUS	07/15/2003	2K318A	5,000.00	4,929.35	REQUEST PER JOHN THOMPSON B K	70.65	K
EXPENSE SUMMARY - ALL OTHER				3	TOTAL CHANGES		7,180.00	
2003 010-695-321	BDLG & SEWAGE EXPE	07/15/2003	2K318A	1,200.00	950.00	REQUEST PER JOHN MCDOWELL K	250.00	K
2003 010-695-330	FURNISHED TRANSPOR	07/15/2003	2K318A	3,500.00	4,000.00	REQUEST PER JOHN MCDOWELL K	500.00	K
2003 010-695-334	SAFETY/TRAINING SU	07/15/2003	2K318A	17,900.00	18,400.00	REQUEST PER JOHN MCDOWELL K	500.00	K
2003 010-695-427	TRAVEL/TRAINING	07/15/2003	2K318A	18,400.00	18,650.00	REQUEST PER JOHN MCDOWELL K	250.00	K
2003 010-695-427	TRAVEL/TRAINING	07/15/2003	2K318A	5,000.00	4,500.00	REQUEST PER JOHN MCDOWELL K	500.00	K
EXPENSE SUMMARY - EMERG MGMT				6	TOTAL CHANGES		.00	
2003 015-624-315	OFFICE SUPPLIES	07/15/2003	2K318A	350.00	550.00	REQUEST PER TOMMY OVERSTREE K	200.00	K
2003 015-624-330	FUEL/OIL	07/15/2003	2K318A	30,000.00	34,000.00	REQUEST PER TOMMY OVERSTREE K	4,000.00	K
2003 015-624-337	MATERIAL/SUPPLIES	07/15/2003	2K318A	6,025.05	5,825.05	REQUEST PER TOMMY OVERSTREE K	200.00	K
2003 015-624-338	CULVERTS	07/15/2003	2K318A	7,500.00	9,000.00	REQUEST PER TOMMY OVERSTREE K	1,500.00	K
2003 015-624-339	CONSTRUCTION CONTR	07/15/2003	2K318A	123,985.00	118,285.00	REQUEST PER TOMMY OVERSTREE K	5,700.00	K
2003 015-624-440	ELECTRICITY	07/15/2003	2K318A	1,760.00	1,960.00	REQUEST PER TOMMY OVERSTREE K	200.00	K
PRECINCT #4 EXPENSE SUMMARY				6	TOTAL CHANGES		.00	
2003 051-645-315	OFFICE SUPPLIES	07/15/2003	2K318A	1,000.00	1,500.00	REQUEST PER DARLA RHODES K	500.00	K
2003 051-645-334	FOOD DELIVERY	07/15/2003	2K318A	5,000.00	7,129.00	REQUEST PER DARLA RHODES K	2,129.00	K
2003 051-645-340	FEMA FOOD RELATED	07/15/2003	2K318A	6,500.00	3,871.00	REQUEST PER DARLA RHODES K	2,629.00	K
TOTAL AMENDMENTS				3	TOTAL CHANGES		.00	

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,353.28
015 ROAD & BRIDGE ADM	10,489.10
027 SECURITY	313.57
048 DISTRICT ATTY SPECIAL FUND	87.38
051 AGING	1,432.07
083 MUSEUM OPERATING FUND	82.52
101 ADULT SUPERVISION	6,263.07
108 CCP - SURVEILLANCE	693.16
109 SPECIALIZED CASELOAD CCP	371.84
184 JUVENILE PROBATION	877.90
185 CCAP - JUVENILE PROBATION	2,342.00
TOTAL OF ALL FUNDS	64,305.89

ACH 343

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	132,900.40
015 ROAD & BRIDGE ADM	36,537.98
027 SECURITY	1,263.62
048 DISTRICT ATTY SPECIAL FUND	450.82
051 AGING	6,193.60
083 MUSEUM OPERATING FUND	345.53
101 ADULT SUPERVISION	19,001.68
108 CCP - SURVEILLANCE	1,902.83
109 SPECIALIZED CASELOAD CCP	1,161.13
184 JUVENILE PROBATION	2,498.83
185 CCAP - JUVENILE PROBATION	7,648.35

TOTAL OF ALL FUNDS	209,904.77

ACH 344

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	19,845.67
TOTAL OF ALL FUNDS	19,845.67

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,206.43
015 ROAD & BRIDGE ADM	728.31
027 SECURITY	30.00
101 ADULT SUPERVISION	1,419.45
108 CCP - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	578.27
TOTAL OF ALL FUNDS	6,437.96

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,380.00
015 ROAD & BRIDGE ADM	50.00

TOTAL OF ALL FUNDS	3,430.00

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

B. L. DOCKENS *B. L. Dockens*
COUNTY AUDITOR
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,746.90
015 ROAD & BRIDGE ADM	135,224.54
051 AGING	426.08

TOTAL OF ALL FUNDS	139,397.52

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	216.00
TOTAL OF ALL FUNDS	216.00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	47,484.32
015 ROAD & BRIDGE ADM	2,379.68
027 SECURITY	60.00
051 AGING	2,379.73
088 JUDICIARY FUND	945.50
TOTAL OF ALL FUNDS	53,249.23

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	35.00
015 ROAD & BRIDGE ADM	50.00
088 JUDICIARY FUND	2,612.00

TOTAL OF ALL FUNDS	2,697.00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6,856.32
TOTAL OF ALL FUNDS	6,856.32

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	72,396.85
011 HOTEL OCCUPANCY TAX FUND	444.77
015 ROAD & BRIDGE ADM	32,672.74
027 SECURITY	116.46
049 DISTRICT ATTY HOT CHECK FUND	611.24
051 AGING	7,809.68
090 DRUG FORFEITURE FUND	12,621.00
093 CO CLERK RECORDS MGMT FUND	8.28
TOTAL OF ALL FUNDS	126,681.02

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

B. L. DOCKENS



COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE

COPY

DATE: JULY 9, THROUGH JULY 22, 2003

Ref #

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP	STEP &	ACTION TAKEN
(1)	LOLA G.	AUDITOR	#0303 INTERNAL AUDITOR	REGULAR FULL - TIME	15/03	\$23,603.51	RESIGNATION EFFECTIVE 07/31/2003
(2)	MISTY MARIE	AGING	#1265 COOK	LABOR POOL (-900)	5/01	\$6.59 /HR	DISMISSAL EFFECTIVE 07/09/2003
(3)	LINDA	AGING	#1265 COOK	LABOR POOL (-900)	5/04	\$7.10 /HR	RESIGNATION EFFECTIVE 07/09/2003
(4)	MARIA	TAX	#0105 DEPUTY CLERK	TEMPORARY LABOR POOL (-900)	11/01	\$8.86 /HR	NEW HIRE <i>28</i> EFFECTIVE 07/24/2003
(5)	BRANDIE M.	SHERIFF	#1265 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/01	\$9.79 /HR	RECLASSIFY TO REG FULL - TIME #1265 (13/01) (\$20,353.23) EFFECTIVE 07/16/2003
(6)	SHAUN P.	SHERIFF	#1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL - TIME	17/01	\$24,798.44	PASSED SPANISH PROFICIENCY EXAM (QUALIFIES FOR A ONE-STEP INCREASE IN PAY) EFFECTIVE 07/30/2003 <i>17 1/2 (25,418.40)</i>
(7)							
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