



# POLK COUNTY COMMISSIONERS COURT

March 8, 2005  
10:00 A.M.

Polk County Courthouse, 3rd floor  
Livingston, Texas

2005-022

## 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.
  - Invocation
  - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 22, 2005.
5. CONSIDER APPROVAL OF CORRECTION TO THE MINUTES OF DECEMBER 14, 2004, COMMISSIONERS COURT MEETING, ITEM #18 TO DELETE REFERENCE TO ATTACHMENT OF REIMBURSEMENT RESOLUTION (INCLUDED ON SUBSEQUENT RESOLUTION).
6. CONSIDER APPROVAL OF OFFER TO ACCEPT TAX FORECLOSURE PROPERTIES:
  - (PCT. 1); LOT 273, SHELTER COVE #4, CAUSE #T01-014, ACCT. #S1100036300.
  - (PCT. 2); LOT 83, BLOCK 1, TWIN HARBORS #5, CAUSE #T01-060, ACCT. #T1200063500;
  - LOTS 6 & 7, BLOCK 1, TWIN HARBORS #4, CAUSE #T03-162, ACCT. #T1200045800 & T1200045900;
  - LOTS 7 & 24, BLOCK 9, IMPALA WOODS #5, CAUSE #T01-082, ACCT. NOS. I0300135700 & I0300137400.
  - (PCT. 3); PART LOT 30, A. B. GREEN SUBDIVISION, CAUSE #98-068, ACCT. #G0400002500.
7. CONSIDER APPROVAL TO RENEW TEXAS VINE GRANT CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL AND RELATED SERVICE AGREEMENT WITH APPRISS, INC. FOR CRIME VICTIM INFORMATION.
8. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
9. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
10. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
11. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: March 2, 2005

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, March 2, 2005 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 & RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY, TEXAS  
2005 MAR -2 AM 9:41

BARBARA MIDDLETON  
COUNTY CLERK, POLK CO.



March 8, 2005  
10:00 a.m.

**COMMISSIONERS COURT**  
**of Polk County, Texas**  
County Courthouse, 3rd floor  
Livingston, Texas

**ADDENDUM to Posting # 2005-022**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for March 8, 2005 at 10:00 A.M.

**AMEND TO ADD;**

- 12. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2005-14 "PURCHASE OF SHERIFF'S DEPARTMENT VEHICLES", PREVIOUSLY AWARDED ON FEBRUARY 22, 2005, WHICH MAY INCLUDE BUT NOT BE LIMITED TO RE-BID.

Commissioners Court of Polk County, Texas

Dated: Friday, March 4, 2005

By: 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, March 4, 2005 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 Shelana Walker, Deputy

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS.  
POLK COUNTY, TEXAS

2005 MAR -4 PM 4:08

BARBARA MIDDLETON  
COUNTY CLERK, POLK CO.

STATE OF TEXAS }

COUNTY OF POLK }

DATE: MARCH 8, 2005  
"REGULAR" MEETING  
All Members Present**COMMISSIONERS COURT**  
**AGENDA POSTING #2005-022**

BE IT REMEMBERED ON THIS THE 8th DAY OF MARCH, 2005  
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 - COMMISSIONER PCT #2,  
JAMES J. "Buddy" PURVIS-COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET  
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK & B.L. "BOB"  
DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS  
AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.  
INVOCATION BY REV. TED BUXTON OF GOODRICH APOSTOLIC CHURCH.  
PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY KENNETH HAMMACK.
2. PUBLIC COMMENTS:
  - A. ROZ CALDWELL OF SPCA REQUESTED AN UPDATE ON STATUS OF NEW  
SPECIFICATIONS FOR THE COUNTY'S ANIMAL CONTROL PROGRAM.  
JUDGE THOMPSON ADVISED THAT LEGAL COUNCIL IS WORKING ON IT  
AND THEY ARE AIMING FOR A TARGET DATE OF MAY 1, 2005.
  - B. BILL MOTT OF WILSON LAKE SUBDIVISION ASKED THE COURT IF THEY  
ALLOWED FOR A LARGE INCREASE IN GASOLINE COSTS IN THIS YEAR'S  
BUDGET.
3. INFORMATIONAL REPORTS:
  - A. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR REPORTED  
THAT MARCH 6<sup>th</sup> THROUGH MARCH 12<sup>th</sup> HAS BEEN DESIGNATED AS "SEVERE  
WEATHER AWARENESS" WEEK BY THE STATE OF TEXAS AND FEDERAL  
EMERGENCY MANAGEMENT AGENCY. A "PROCLAMATION" WAS SIGNED TODAY  
BY JUDGE THOMPSON AND COMMISSIONERS COURT POSED FOR A PICTURE IN  
THE NEWSPAPER.
  - B. JUDGE THOMPSON REPORTED A VISIT BY FIRST LADY OF TEXAS, ANITA PERRY  
WILL BE ON MARCH 30<sup>th</sup> AT 12:15 PM ON THE EAST SIDE OF THE COURTHOUSE  
TO OFFICIALLY KICKOFF THE BEGINNING PHASE OF THE MAIN STREET  
DESIGNATION BY THE TEXAS HISTORICAL COMMISSION. A RECEPTION WILL  
BE HELD AT THE CITY HALL IMMEDIATELY FOLLOWING.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE  
MINUTES FOR REGULAR MEETING ON FEBRUARY 22, 2005.  
ALL VOTING YES.

5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE CORRECTION TO MINUTES OF DECEMBER 14, 2004, ITEM #18, TO DELETE REFERENCE TO ATTACHMENT OF REIMBURSEMENT RESOLUTION, (INCLUDED ON SUBSEQUENT RESOLUTION).  
ALL VOTING YES.
  
6. TAX FORECLOSURE PROPERTIES:
  - (A) MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO ACCEPT THE OFFER TO PURCHASE TAX FORECLOSURE PROPERTY IN PRECINCT #1, LOT 273, SHELTER COVE #4, CAUSE #T01-014, ACCT#S1100036300.  
ALL VOTING YES.
  - (B) MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT THE OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, PRECINCT #2, LOT 83, BLOCK 1, TWIN HARBORS #5, CAUSE #T01-060, ACCT#1200063500, LOTS 6 & 7, BLOCK 1, TWIN HARBORS #4, CAUSE #T03-162, ACCT# T1200045800 & T1200045900, LOTS 7 & 24, BLOCK 9, IMPALA WOODS #5, CAUSE #T01-082, ACCT #10300135700 & 10300137400.  
ALL VOTING YES.
  - (C) MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, PRECINCT #3, PART OF LOT 30, A.B. GREEN SUBDIVISION, CAUSE #98-068, ACCT #G0400002500.  
ALL VOTING YES.
  
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RENEW TEXAS VINE GRANT CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL AND RELATED SERVICE AGREEMENT WITH APPRISS, INC. FOR CRIME VICTIM INFORMATION.  
ALL VOTING YES. (SEE ATTACHED)
  
8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE BUDGET REVISION #2005-10, AS PRESENTED BY THE AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)
  
9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE BUDGET AMENDMENTS #2005-10 (A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.  
ALL VOTING YES. (SEE ATTACHED)
  
10. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, INCLUDING ADDENDUMS.  
ALL VOTING YES. (SEE ATTACHED)

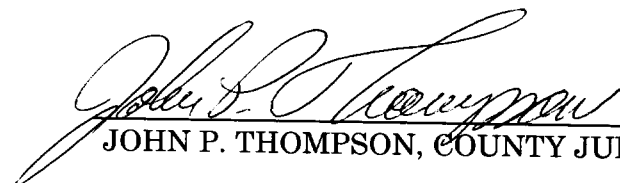
DATE	AMOUNT	CHECK NUMBERS
2/22/05	\$766.00	191605
2/22/05	\$2,669.71	191606 - 191619
2/22/05	\$7,836.19	191620 - 191657

DATE	AMOUNT	CHECK NUMBERS
2/24/05	\$64,476.61	ACH 522
2/24/05	\$204,528.58	ACH 523
2/24/05	\$62.81	ACH 524
2/24/05	(- \$150.00)	191658 - VOID
2/24/05	\$2,515.90	191659
2/24/05	\$132,372.32	191660 - 191672
2/25/05	\$2,890.93	ACH 525
2/25/05	\$963.84	191673 - 191675
3/1/05	\$4,826.07	191676 - 191678
3/1/05	\$119,855.37	191679 - 191680
3/1/05	\$14,803.00	191681 - 191687
3/2/05	\$16,640.00	191688
3/2/05	\$239,354.20	191689 - 191821
3/2/05	\$9,281.47	191822 - 191842
3/8/05	\$2,720.00	Addendum (To appear on future schedule)
<b>TOTAL</b>	<b>\$826,413.00</b>	


11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO DELETE ITEM #11 - CONSIDER PERSONNEL ACTION FORMS.(NONE SUBMITTED)  
ALL VOTING YES.

12. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE ADDITION OF \$12,180.00 (EXTENDED WARRANTY ON VEHICLES) TO BID #2005-14 "PURCHASE OF SHERIFF'S DEPT. VEHICLES, PREVIOUSLY AWARDED ON FEBRUARY 22, 2005 TO PHILPOTT FORD.  
ALL VOTING YES.

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 8<sup>th</sup> DAY OF MARCH, 2005 AT 10:00 AM.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

  
BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2005\MAR08.2005.wpd



STATE OF TEXAS }  
COUNTY OF POLK }

DATE: **DECEMBER 14, 2004**  
REGULAR MEETING  
All Members Present

**COMMISSIONERS COURT  
AGENDA POSTING # 2004 -124**

BE IT REMEMBERED ON THIS THE 14th DAY OF DEC EMBER, 2004 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 - COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS-COMMISSIONER PCT #3, C.T." TOMMY" OVERSTREET COMMISSIONER PCT #4, BARBARA MIDDLETON - COUNTY CLERK & B.L. "BOB" DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M. REV. DAVID BANKS WITH THE UNITED METHODIST CHURCH OF ONALASKA GAVE THE INVOCATION. PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY DANNY FREEMAN.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
  - A. COUNTY CLERK BARBARA MIDDLETON REPORTED THAT SHE AND SARAH CHANCE ATTENDED THE 50<sup>th</sup> ANNUAL BUREAU OF VITAL STATISTICS CONFERENCE IN AUSTIN, DECEMBER 5<sup>th</sup> - 7<sup>th</sup>, AND RECEIVED THE "FIVE STAR AWARD" FOR THE SEVENTH CONSECUTIVE YEAR.
  - B. JUDGE THOMPSON REMINDED EVERYONE OF THE SWEARING-IN CEREMONY FOR ALL NEWLY ELECTED OFFICIALS AT 10:00 AM ON JANUARY 1, 2005.
  - C. COUNTY AUDITOR BOB DOCKENS REPORTED THAT HE HAS BEEN REVIEWING THE COLLECTION OF DELINQUENT FINES AND FEES & WILL PRESENT HIS FINDINGS AT AN UPCOMING MEETING.
  - D. COMMISSIONER OVERSTREET REPORTED THAT HE RECENTLY HAD A BRIDGE DAMAGED DUE TO HEAVY (OVERSIZED LOAD) TRUCK TRAFFIC. HE SUGGESTED THAT SOME TYPE OF OFFICIAL NOTIFICATION IS NEEDED WHEN HEAVY VEHICLES WILL BE IN THE PRECINCTS SO THAT ALTERNATES ROUTES MAY BE GIVEN.
  - E. COMMISSIONER PURVIS STATED THAT RULES WERE ADOPTED ON MAY 11, 1987 CONCERNING OVERSIZED LOADS BEING REPORTED ON COUNTY ROADS. JUDGE THOMPSON REQUESTED THAT COUNTY CLERK WOULD RESEARCH THIS ITEM IN COMMISSIONERS COURT MINUTES AND REPORT BACK TO THE COURT ON FINDINGS.
  - F. JUDGE THOMPSON REPORTED HE WORKED THE LION'S CHRISTMAS TREE LOT LAST WEEKEND WITH SOME YOUNG MEN THAT WERE PERFORMING COMMUNITY SERVICE.

- G. NOLA RENEAU REMINDED EVERYONE ABOUT THE ANNUAL CHRISTMAS PARTY THIS THURSDAY, DECEMBER 16<sup>th</sup>, AT THE VFW HALL. THE LONGEVITY CHECKS INCLUDING THIS WEEK'S PAYROLL WILL BE AVAILABLE THERE.
- H. JUDGE THOMPSON REPORTED "THE BONDS" FOR THE DETENTION FACILITY WERE SOLD ON NOVEMBER 29<sup>th</sup> AND THAT EQUIPMENT IS ON SITE CLEARING THE LAND. COMPLETION IS EXPECTED 14-MONTHS FROM THE DAY THE BONDS WERE SOLD.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE MINUTES FOR SPECIAL MEETING ON NOVEMBER 22, 2004 AND REGULAR MEETING ON NOVEMBER 23, 2004.  
ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE COUNTY HOLIDAY SCHEDULE FOR 2005.  
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL TO CANCEL THE DECEMBER 28, 2004 MEETING & TO RESCHEDULE THE JANUARY 11, 2005 MEETING OF COMMISSIONERS COURT TO JANUARY 4, 2005 AT 10:00 AM, INCLUDING AUTHORIZING THE COUNTY AUDITOR BOB DOCKENS TO PAY THE REGULAR BILLS FOR MONTH OF DECEMBER.  
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO TABLE ITEM #7 - CONSIDER APPOINTMENTS TO THE COUNTY HISTORICAL COMMISSION.  
ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO DELETE ITEM #8 - CONSIDER ANY NECESSARY ACTION RELATING TO RE-BID #2005-01, (5)TON WRECKER BED WITH TWIN WENCHES, PRECINCT #3, REQUESTING THE COUNTY AUDITOR TO CHECK ON THE COURT'S OPTIONS FOR DISPOSING OF THE PROPERTY.  
ALL VOTING YES.
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ADVERTISE FOR RFP's FOR INMATE PHONE SERVICES FOR THE COUNTY DETENTION FACILITY.  
ALL VOTING YES.
10. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF BRUSH FIRE RESPONSE TRUCK TO BE ACQUIRED FOR SOUTH POLK COUNTY & GOODRICH VOLUNTEER FIRE DEPARTMENTS THROUGH GRANT FUNDING.  
ALL VOTING YES.
11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL TO SELL TAX FORECLOSURE PROPERTY IN PRECINCT #3, TRACT 1, OF B E & O LAND, CAUSE #97-009.  
ALL VOTING YES.
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF BUDGET REVISIONS 2005-05, AS SUBMITTED BY THE COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)



13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL OF BUDGET AMENDMENTS #2005-05(A).

ALL VOTING YES. (SEE ATTACHED)

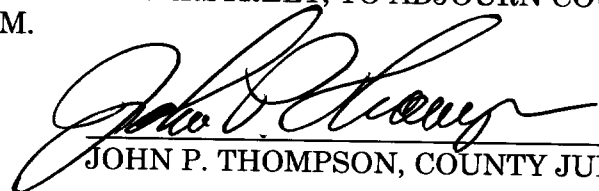
14. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF SCHEDULES OF BILLS INCLUDING ADDENDUMS.


ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
11/18/04	\$65,825.71	ACH 475
11/18/04	\$213,168.64	ACH 476
11/18/04	\$43.25	ACH 477
11/18/04	\$3,052.46	ACH 478
11/18/04	\$3,676.39	190151 - 190159
11/19/04	\$12,623.44	190160 - 190161
11/22/04	\$78,034.39	ACH 479
11/22/04	\$5,168.15	190162 - 190182
11/22/04	\$1,692.12	190183 - 190187
11/23/04	\$117,323.00	190188
11/29/04	\$1,687.20	190189
11/29/04	\$2,520.05	190190 - 190191
11/29/04	\$5,595.20	190192 - 190209
11/29/04	\$14,803.00	190210 - 190216
12/1/04	\$3,135.15	190217
12/2/04	\$63,220.69	ACH 480
12/2/04	\$206,720.39	ACH 481
12/2/04	\$43.25	ACH 482
12/2/04	\$2,821.69	ACH 483
12/2/04	\$7,561.88	190218 - 190227
12/3/04	\$300,000.00	ACH 484
12/3/04	\$660.00	190228
12/7/04	\$2,377.73	190229 - 190232
12/7/04	\$198,412.47	190233 - 190409
12/14/04	\$80,708.68	Addendum (To appear on future schedule)
Total	\$1,390,874.93	

- 15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE PERSONAL ACTION FORMS.  
ALL VOTING YES. (SEE ATTACHED)
- 16. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE TCDRS (TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM) BUYBACK OPTION AS DISCUSSED.  
ALL VOTING YES. (SEE ATTACHED)
- 17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE COUNTY CLERK'S REQUEST FOR EXPENDITURE OF RECORDS MANAGEMENT AND PRESERVATION FUNDS IN THE AMOUNT OF \$6,450.00 TO PURCHASE MARRIAGE LICENSE SOFTWARE, THROUGH A CONTRACT WITH IMAGE-TEK, PENDING AN OBLIGATION TO THE GENERAL FUND FOR COMMITTED FUNDS FOR NEW BUDGET FY2005.  
ALL VOTING YES.
- \* 18. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE PCT #3 REQUEST FOR EMERGENCY BRIDGE REPAIR/REPLACEMENT BY DAVIS & BROWN CONSTRUCTION INCLUDING CONSIDERATION FOR APPROVAL OF REIMBURSEMENT RESOLUTION FOR COSTS INCURRED.  
ALL VOTING YES.
- 19. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE ALL ACTION NECESSARY FOR THE SALE OF TIMBER LOCATED ON DETENTION FACILITY SITE, INCLUDING NOTICE OF INTENT TO SELL AND APPROVAL TO ADVERTISE FOR SEALED PROPOSALS FOR THE SAME.  
ALL VOTING YES.
- 20. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE EMERGENCY MANAGEMENT REQUEST FOR ADDITIONAL PURCHASE OF STATE DOMESTIC PREPAREDNESS EQUIPMENT FROM FUNDS REMAINING IN FEDERAL GRANT AWARDED FOR HOMELAND SECURITY, CONSISTING OF RADIO'S FOR ALL FOUR COMMISSIONERS.  
ALL VOTING YES. (SEE ATTACHED)
- 21. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO DELETE ITEM #21 "DISCUSSION AND CONSIDERATION OF REQUEST FROM SANTEK ENVIRONMENT FOR MODIFICATION OF CONTRACT FOR WASTE MANAGEMENT."  
ALL VOTING YES.

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 14<sup>th</sup> DAY OF DECEMBER 2004 AT 10:32 AM.  
ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
BARBARA MIDDLETON, COUNTY CLERK

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Item # 7

FILE COPY expires 8/31/05  
COPY

VOL 51 PAGE 243



OFFICE *of the* ATTORNEY GENERAL  
GREG ABBOTT

# Texas VINE MAINTENANCE CONTRACT

## Polk County

## MAINTENANCE CONTRACT

**THIS GRANT CONTRACT**, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into 1<sup>st</sup> day of April, 2005 by and between Polk County hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**NOW, THEREFORE**, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

### 1. PURPOSE; CONSTRUCTION OF AGREEMENT

#### 1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in a statewide crime victim notification service.

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process is documented in that certain document dated November 22, 2002, as subsequently renewed, entitled: Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS). This document is hereinafter referred to as the 'Certification' is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor').

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG.

**1.2 Construction of Agreement.** The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

### 2. COUNTY OBLIGATIONS

**2.1 Services Contract.** COUNTY will execute or amend, as appropriate, a services contract with the Certified Vendor to provide services consistent with the Certification

document. The COUNTY services contract will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template services contract may be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services contract to protect the interest of the COUNTY and to assure that the services will be delivered according the Certification document.

**2.2 Maintenance.** COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

**2.3 Maintenance Plan.** COUNTY will prepare and maintain a maintenance plan that at a minimum is designed to:

1. make available offender information that is timely, accurate and relevant to support the victim notification services;
2. verify the Certified Vendor's performance according to the COUNTY services contract;
3. satisfactorily discharge such COUNTY obligations as described in the COUNTY services contract.
4. identify and commit of staff resources and equipment necessary to maintain the Services as further described herein;

**2.4 Monitoring of Services; Statewide Stakeholders.** COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

### **3. SCOPE OF SERVICES**

**3.1 Statewide Deliverables.** The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The Statewide Deliverables may be modified from time to time by the OAG upon the recommendation of the Statewide Stakeholders Committee. The

Statewide Deliverables include:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

The Statewide Deliverables are incorporated herein by reference.

**3.2 COUNTY Deliverables.** The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

County will implement these deliverables through the COUNTY services contract. After these deliverables are completed and approved by COUNTY, these COUNTY Deliverable are incorporated herein by reference.

**3.3 Service Levels.** Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11 Service Level Standards and the COUNTY services contract. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. In addition to the requirements in the COUNTY services contract to inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Notify the OAG in writing when the Appriss system has been put online for jails and courts.
2. Each month , inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG Grant Contract.
3. Register for, verify, record and file at least eight information and notification events each month. At least three of those events must be notifications and all must include court information if available.
4. Verify that the County input data (the jail and court data elements used by the Appriss system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
5. Establish a County VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
6. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
8. Allow on-site monitoring visits to be conducted by OAG staff or it's authorized representative.

All correspondence, reports or notices must be submitted to:

Dr. Gary Walker, Ph.D.  
Program Manager, Texas VINE  
Office of the Attorney General  
Post Office Box 12548 Mail Code 004  
Austin, Texas 78711-2548

**3.4 XML Extract.** To the extent permitted by law, COUNTY agrees to provide the

OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including but not limited to an XML extract) as requested by the OAG.

**3.5 COUNTY Scope of Services Obligations.** For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the 'Scope of Work'. As a condition of reimbursement, County agrees to faithfully, timely and in a good and workman like manner implement and maintain the services in compliance with the Scope of Work.

#### **4. REIMBURSEMENT**

**4.1 Maximum Liability of the OAG.** The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, for reimbursement of all expenses, if any, as set forth in this Agreement, and all liability arising out of any act or omission shall not exceed **SIX THOUSAND TWO HUNDRED NINETY AND NO/100 (\$6,290.00) DOLLARS**. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties acknowledge, stipulate and agree that funding for this Agreement is subject to the actual receipt and availability of grant funds appropriated to the Office of the Attorney General and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further understand, acknowledge, stipulate and agree that the grant funds, if any, received from the Office of the Attorney General are limited by the term of each state biennium and by specific appropriation authority to the Office of the Attorney General for the subject matter of this Agreement.

**4.2 Grant Contract Not Entitlement or Right.** COUNTY understands and agrees that: (1) reimbursement from grant funds is not an entitlement or right; and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement. **COUNTY understands and agrees**



**that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.**

**4.3 Reimbursable Cost; Generally.** Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitations in Section 4.1, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable UGMS cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state pass-through funds from the Crime Victims Compensation Fund. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

<u>Cost Principles</u>	<u>Administrative Requirements</u>	<u>Audit Requirements</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Texas State Single Audit Circular

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and these documents are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the COUNTY expends \$500,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the COUNTY is expending less than \$500,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, the COUNTY shall comply with applicable procurement statutes, as well as any requirements found in UGMS regarding such procurement.

The COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. thirty (30) days after the issuance of the audit report;
- b. within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

The COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and or the OAG.

**4.4 Reimbursement; COUNTY Service Contract.** Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract.

**4.5 Advance Funding to COUNTY.** In lieu of the reimbursement processes addressed above, the OAG may provide limited, advance funding to COUNTY, if the COUNTY justifies in writing that advance funding is required for implementation.

The OAG may provide advance funding to COUNTY in an amount equal to the annual maintenance cost no sooner than thirty (30) calendar days prior to the annual maintenance cost becoming due and payable under the COUNTY Service Contract

The COUNTY must submit an invoice to the OAG specifically requesting an advance

funding, the amount of the payment and the invoice must state the date annual maintenance cost is due and payable. The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY needs to receive the funding.

**5. Invoice for Reimbursable Cost**

**5.1 Form of Invoice.** The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

The invoices must be submitted to:

Attn.: Grants/Contracts Financial Management  
Office of the Attorney General  
Crime Victim Services Division, Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**5.2 Timing of Invoice.** The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

**5.3 Direct Deposit.** The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

**5.4 Excess Payments; Refund; Setoff.** Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from the

COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds the COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

## **6. AGREEMENT TERM**

**6.1 Initial Term.** This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate upon the occurrence of the later of: (1) August 31, 2005; or (2) the last day of the term for which maintenance was funded under this Agreement (for example, if the COUNTY claims reimbursement for a maintenance term of one year, the term will end on the last day of the maintenance term). No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

**6.2 Renewal Term.** Subject to the availability of future grant funds for this Agreement, this Agreement may be renewed for an additional period(s) to coincide with the term of future appropriations for the purposes of this Agreement. Such renewal shall be by a written amendment and executed with the same formalities as this Agreement.

## **7. TERMINATION**

**7.1 Termination for Convenience.** Either Party may, in its sole discretion, terminate this Agreement in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

**7.2 Termination for Cause.** In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

**7.3 Rights Upon Termination or Expiration.** Upon termination of the Agreement, all work product, Deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

**8. Intellectual Property.** The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, the COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved to the OAG, or state government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable. At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided to the OAG free of charge.

## **9. AUDIT RIGHTS; RECORDS RETENTION**

**9.1 Duty to Maintain Records.** COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

**9.2 Records Retention.** COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services

provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**9.3 Audit Trails.** COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

**9.4 Access.** COUNTY shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement.

**9.5 Location.** Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

**9.6 Reimbursement.** If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

**9.7 Reports.** COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

**10. Independent Contractor Status and General Liability Provision.** COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**11. Publicity.** COUNTY shall not use the OAG's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without consent from the OAG for each such use or release.

**12. Amendment.** This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized personnel of the Parties for that express purpose. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. Any attempted amendment or modification of this Agreement that does not comply with this Section will be deemed void.

**13. Non-waiver.** The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

**14. Partial Invalidity.** If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable then,

notwithstanding such illegality or unenforceability, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**17. Entire Agreement.** This Agreement reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

**18. Governing Law; Venue.** This Agreement is made and entered into in the State of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

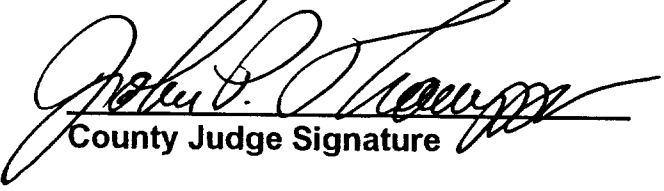
**19. Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.



**Office of the Attorney General of  
Texas**

**POLK COUNTY**

John P. Thompson  
**County Judge Printed Name**

  
**County Judge Signature**

\_\_\_\_\_  
**Attorney General or his designee**

**Date:**

**Date**    March 8, 2005



COPY

REVISION  
AMENDMENT  
CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
049 DISTRICT ATTY HOT CHECK FUND	.00
093 CO CLERK RECORDS MGMT FUND	.00

THE PRECEDING LIST OF ~~AMENDMENTS~~ <sup>REVISIONS</sup> WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*B. L. Dockens*  
*John P. Thompson*

*Budget Revisions*  
*# 2005-10*

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2005 010-342-403	COUNTY CLERK REIMB	02/25/2005	2K5R10	.00	225.17-	RECORD TX CTR JUDICIARY REI K	225.17-	K
2005 010-342-551	TRA PATROL REIMBUR	02/25/2005	2K5R10	48,807.10-	62,627.03-	RECORD TRA REIMBURSEMENT CK K	13,819.93-	K
2005 010-342-571	STATE-REIMBURSE SH	02/25/2005	2K5R10	.00	2,168.00-	RECORD REIMBURSEMENT CKS ST K	2,168.00-	K
	TOTAL AMENDMENTS		3	TOTAL CHANGES			16,213.10-	
2005 010-403-427	TRAVEL/TRAINING	02/25/2005	2K5R10	3,500.00	3,725.17	RECORD TX CTR JUDICIARY REI K	225.17	K
	EXPENSE SUMMARY - COUNTY CLERK		TOTAL AMENDMENTS	1	TOTAL CHANGES		225.17	
2005 010-485-400	ATTORNEY FEES- 411	02/25/2005	2K5R10	120,000.00	80,470.95	MOVE FUNDS TO CAPITAL TRIAL K	39,529.05-	K
2005 010-485-417	CAPITAL TRIAL COST	02/25/2005	2K5R10	90,000.00	129,529.05	MOVE FUNDS FROM 411TH ATTOR K	39,529.05	K
	EXPENSE SUMMARY - JUDICIAL		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2005 010-560-105	SALARIES	02/25/2005	2K5R10	1,151,613.95	1,162,973.99	RECORD TRA REIMBURSEMENT CK K	11,360.04	K
2005 010-560-201	SOCIAL SECURITY	02/25/2005	2K5R10	95,908.13	96,777.17	RECORD TRA REIMBURSEMENT CK K	869.04	K
2005 010-560-203	RETIREMENT	02/25/2005	2K5R10	85,454.64	86,248.71	RECORD TRA REIMBURSEMENT CK K	794.07	K
2005 010-560-204	WORKERS COMPENSATI	02/25/2005	2K5R10	51,193.79	51,958.76	RECORD TRA REIMBURSEMENT CK K	764.97	K
2005 010-560-206	UNEMPLOYMENT INSUR	02/25/2005	2K5R10	3,468.88	3,500.69	RECORD TRA REIMBURSEMENT CK K	31.81	K
2005 010-560-393	LAW ENFORCEMENT SU	02/25/2005	2K5R10	17,000.00	19,168.00	RECORD REIMBURSEMENT CKS FR K	2,168.00	K
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	6	TOTAL CHANGES		15,987.93	
2005 010-665-452	COMPUTER MAINTENAN	02/28/2005	2K5R10	500.00	400.00	MOVE FUNDS TO EQUIPMENT/FUR K	100.00-	K
2005 010-665-572	EQUIPMENT/FURNISHI	02/28/2005	2K5R10	.00	100.00	MOVE FUNDS FROM COMPUTER MA K	100.00	K
	EXPENSE SUMMARY - EXT OFFICE		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2005 015-342-624	PCT 4 ROW REIMB E.	02/25/2005	2K5R10	.00	6,667.50-	RECORD CK CAMCON EXPLORATIO K	6,667.50-	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		6,667.50-	
2005 015-364-400	SALE OF SURPLUS PC	02/25/2005	2K5R10	.00	351.00-	RECORD CKS J-ATKINSON PURCH K	351.00-	K
2005 015-364-400	SALE OF SURPLUS PC	02/25/2005	2K5R10	351.00-	461.00-	RECORD CKS J-BYRD PURCHASE K	110.00-	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES		461.00-	
2005 015-369-200	CULVERT/MATERIAL R	02/25/2005	2K5R10	25,276.60-	25,559.98-	RECORD CK CITY OF ONALASKA K	283.38-	K
2005 015-369-200	CULVERT/MATERIAL R	03/01/2005	2K5R10	25,559.98-	26,484.53-	RECORD CK CITY OF ONALASKA K	924.55-	K
2005 015-369-200	CULVERT/MATERIAL R	03/01/2005	2K5R10	26,484.53-	26,848.13-	RECORD CK CITY OF ONALASKA K	363.60-	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	3	TOTAL CHANGES		1,571.53-	
2005 015-622-338	CULVERTS	02/25/2005	2K5R10	10,000.00	10,283.38	RECORD CK CITY OF ONALASKA K	283.38	K
2005 015-622-339	CONSTRUCTION CONTR	03/01/2005	2K5R10	55,738.13	56,662.68	RECORD CK CITY OF ONALASKA K	924.55	K
2005 015-622-339	CONSTRUCTION CONTR	03/01/2005	2K5R10	56,662.68	57,026.28	RECORD CK CITY OF ONALASKA K	363.60	K
	EXPENSE SUMMARY - ROAD & BRIDGE		TOTAL AMENDMENTS	3	TOTAL CHANGES		1,571.53	
2005 015-624-490	MISCELLANEOUS	02/25/2005	2K5R10	531.32	882.32	RECORD CK J-ATKINSON PURCHA K	351.00	K
2005 015-624-490	MISCELLANEOUS	02/25/2005	2K5R10	882.32	7,549.82	RECORD CK CAMCON EXPLORATIO K	6,667.50	K
2005 015-624-490	MISCELLANEOUS	02/25/2005	2K5R10	7,549.82	7,659.82	RECORD CKS J-BYRD PURCHASE K	110.00	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	3	TOTAL CHANGES		7,128.50	
2005 049-342-400	SALARY SUPPLEMENT	02/25/2005	2K5R10	.00	8,541.98-	RECORD CK STATE REIMBURSE D K	8,541.98-	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		8,541.98-	
2005 049-476-105	SALARIES	02/25/2005	2K5R10	42,692.28	50,008.87	RECORD CK STATE REIMBURSE D K	7,316.59	K
2005 049-476-201	SOCIAL SECURITY	02/25/2005	2K5R10	3,275.14	3,850.56	RECORD CK STATE REIMBURSE D K	575.42	K
2005 049-476-203	RETIREMENT	02/25/2005	2K5R10	2,980.80	3,498.30	RECORD CK STATE REIMBURSE D K	517.50	K
2005 049-476-204	WORKERS COMPENSATI	02/25/2005	2K5R10	168.61	278.51	RECORD CK STATE REIMBURSE D K	109.90	K
2005 049-476-206	UNEMPLOYMENT INS	02/25/2005	2K5R10	122.01	144.58	RECORD CK STATE REIMBURSE D K	22.57	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	5	TOTAL CHANGES		8,541.98	

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REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 093-403-435	MICROFILM & REPAIR	03/02/2005	2KSR10	13,383.75	10,213.75	3,170.00	MOVE FUNDS TO COMPUTER UPGR K	
2005 093-403-572	EQUIPMENT/COMPUTER	03/02/2005	2KSR10	7,670.00	10,840.00	3,170.00	MOVE FUNDS FROM MICROFILM;B K	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

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AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	1,201.77
015 ROAD & BRIDGE ADM	862,701.43
317 LATERAL ROAD FUND	45,789.14

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. I. DOCKRENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

*Budget Amendment # 2005-10CA*

03/08/2005 11:32:34

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2005 010-510-330	FURNISHED TRANSFOR MAINTENANCE - CUSTODIAL	03/03/2005	2K5A10	1,500.00	2,701.77	AMEND FOR SMITH AUTO ELECTR	1,201.77	X
	TOTAL AMENDMENTS		1	TOTAL CHANGES			1,201.77	
2005 015-612-080	PRECINCT #2-PRPM R	03/03/2005	2K5A10	44,239.72	87,024.17	RECORD BALANCE OF FY04 CARA	42,785.45	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			42,785.45	
2005 015-613-000	PRECINCT #3-PRPM R	03/03/2005	2K5A10	42,798.24	200,079.52	RECORD BALANCE OF FY04 CARR	157,281.28	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			157,281.28	
2005 015-614-060	PRECINCT #4-PRPM R	03/03/2005	2K5A10	.00	255,652.15	RECORD BALANCE OF FY04 CARR	255,652.15	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			255,652.15	
2005 015-620-620	PRECINCT #3 PERMAN	03/03/2005	2K5A10	45,000.00	80,100.74	RECORD FY04 CARRYOVER PCT	35,100.74	X
2005 015-620-624	PRECINCT #4 PERMAN	03/03/2005	2K5A10	230,000.00	370,309.60	RECORD FY04 CARRYOVER PCT	140,309.60	X
	TOTAL AMENDMENTS		2	TOTAL CHANGES			175,410.34	
2005 015-621-100	BUDGET CAPRY #1 EXPENSES	03/03/2005	2K5A10	.00	44,149.82	RECORD FY04 CARRYOVER PCT	44,149.82	X
	TOTAL AMENDMENTS		1	TOTAL CHANGES			44,149.82	
2005 015-622-100	BUDGET CARRY #2 ROAD & BRIDGE	03/03/2005	2K5A10	.00	58,462.61	RECORD FY04 CARRYOVER PCT	58,462.61	X
	TOTAL AMENDMENTS		1	TOTAL CHANGES			58,462.61	
2005 015-623-100	BUDGET CARRY #3 EXPENSES	03/03/2005	2K5A10	.00	27,937.10	RECORD FY04 CARRYOVER PCT	27,937.10	X
	TOTAL AMENDMENTS		1	TOTAL CHANGES			27,937.10	
2005 015-624-100	BUDGET CARRY #4 EXPENSES	03/03/2005	2K5A10	.00	101,022.73	RECORD FY04 CARRYOVER PCT	101,022.73	X
	TOTAL AMENDMENTS		1	TOTAL CHANGES			101,022.73	
2005 017-622-339	LATERAL ROAD #2	03/03/2005	2K5A10	10,010.75	10,033.10	RECORD FY04 CARRYOVER PCT	22.35	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			22.35	
2005 017-624-339	LATERAL ROAD #4	03/03/2005	2K5A10	11,116.50	57,063.23	RECORD FY04 CARRYOVER PCT	45,746.73	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			45,746.73	

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	766.00
	-----
TOTAL OF ALL FUNDS	766.00

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON

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COUNTY JUDGE





SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	821.58
049	DISTRICT ATTY HOT CHECK FUND	1,142.33
090	DRUG FORFEITURE FUND	705.80
	TOTAL OF ALL FUNDS	2,669.71

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	7,424.98
015	ROAD & BRIDGE ADM	223.81
051	AGING	19.95
088	JUDICIARY FUND	167.45
		-----
	TOTAL OF ALL FUNDS	7,836.19

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

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SCHEDULE OF BILLS BY FUND

ACH 522

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	41,284.91
015	ROAD & BRIDGE ADM	9,911.80
027	SECURITY	318.67
049	DISTRICT ATTY HOT CHECK FUND	538.70
051	AGING	970.04
083	MUSEUM OPERATING FUND	82.13
101	ADULT SUPERVISION	8,087.26
185	CCAP - JUVENILE PROBATION	3,283.10
TOTAL OF ALL FUNDS		64,476.61

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	128,244.95
015	ROAD & BRIDGE ADM	35,041.51
027	SECURITY	1,222.74
049	DISTRICT ATTY HOT CHECK FUND	1,481.73
051	AGING	4,068.98
083	MUSEUM OPERATING FUND	345.92
101	ADULT SUPERVISION	23,928.75
185	CCAP - JUVENILE PROBATION	10,194.00
TOTAL OF ALL FUNDS		204,528.58

*ACH 523*

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	62.81
	-----
TOTAL OF ALL FUNDS	62.81

*ACH 524*

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON \_\_\_\_\_

COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	150.00
	-----
TOTAL OF ALL FUNDS	150.00

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

*Void This  
 Check.  
 Duplicate Payment.*

DATE 02/24/2005

CHECK REGISTER  
 V/P CHECKS

FROM: 191658 TO: 191658  
 BANK ACCOUNT: ALL

CHK100 PAGE 1

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
ROTH, JOE D.	2004 010-426-400	ATTORNEY FEES - COUNTY COU	M/CURTIS L WORTHAM	02/24/2005		150.00	
						-----	
						150.00	191658
			TOTAL CHECKS WRITTEN			150.00	
			TOTAL VOID CHECKS			0.00	
						-----	
			TOTAL CHECK AMOUNT			150.00	

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,082.43
015 ROAD & BRIDGE ADM	329.97
185 CCAP - JUVENILE PROBATION	103.50
	-----
TOTAL OF ALL FUNDS	2,515.90

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

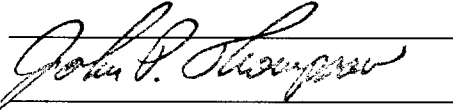
B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,243.44
015	ROAD & BRIDGE ADM	39,706.00
027	SECURITY	30.00
061	DEBT SERVICE FUND	86,611.69
101	ADULT SUPERVISION	1,148.17
185	CCAP - JUVENILE PROBATION	633.02
	<b>TOTAL OF ALL FUNDS</b>	<b>132,372.32</b>

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	2,294.32
015	ROAD & BRIDGE ADM	596.61
		-----
	TOTAL OF ALL FUNDS	2,890.93

*ACH 525*

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	963.84
	-----
TOTAL OF ALL FUNDS	963.84

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,668.45
015	ROAD & BRIDGE ADM	840.62
185	CCAP - JUVENILE PROBATION	317.00
		-----
	TOTAL OF ALL FUNDS	4,826.07

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	89,465.25
015	ROAD & BRIDGE ADM	22,671.46
027	SECURITY	494.32
049	DISTRICT ATTY HOT CHECK FUND	494.32
051	AGING	988.64
185	CCAP - JUVENILE PROBATION	5,741.38
	<b>TOTAL OF ALL FUNDS</b>	<b>119,855.37</b>

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	14,803.00
	-----
TOTAL OF ALL FUNDS	14,803.00

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	16,640.00
	-----
TOTAL OF ALL FUNDS	16,640.00

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	178,656.97
015	ROAD & BRIDGE ADM	51,192.30
027	SECURITY	27.00
040	LAW LIBRARY FUND	806.73
049	DISTRICT ATTY HOT CHECK FUND	275.09
051	AGING	1,495.96
090	DRUG FORFEITURE FUND	6,100.15
093	CO CLERK RECORDS MGMT FUND	800.00
TOTAL OF ALL FUNDS		239,354.20

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	9,281.47
	-----
TOTAL OF ALL FUNDS	9,281.47

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

B. L. DOCKENS



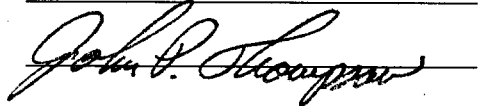
COUNTY AUDITOR

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JOHN P. THOMPSON

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COUNTY JUDGE





ADDENDUM  
SCHEDULE OF BILLS FOR  
MAR 08, 2005  
FY2005

CDCA, REGION 7	\$	30.00	DISTRICT CLERK
TEXAS ASSOCIATION OF COUNTIES	\$	25.00	TREASURER
33RD ANNUAL TREASURER SEM.	\$	165.00	TREASURER
TCE -V T YOUNG	\$	2,500.00	R&B#2
	\$	<u>2,720.00</u>	



