



POLK COUNTY COMMISSIONERS COURT

May 10, 2005

10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2005-045

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.
- OLD BUSINESS**
4. CONSIDER APPROVAL OF PRELIMINARY PLAT OF SCHWAB OAKS SUBDIVISION, PRECINCT 1.
5. CONSIDER CLARIFICATION OF ACTION TAKEN APRIL 26, 2005 RELATING TO RE-BID #2005-23 AND BID #2005-24 BY FORMALLY REJECTING SUBJECT BIDS.
- NEW BUSINESS**
6. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 26, 2005.
7. CONSIDER SELECTION OF COUNTY DEPOSITORIES.
8. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2005-25, "PURCHASE OF ONE (1) 2005 DUMP TRUCK, WITH/WITHOUT ONE (1) YEAR BUYBACK AGREEMENT", PCT. 4.
9. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2005-26, "SALE OF ONE (1) USED MOTORGRADER", PCT. 3.
10. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
 - (PCT. 1) LOT 85, COMMODORE CAPE #2, CAUSE #97-101;
LOTS 230, 232, 234, 240, 241, 242, 243 & 244, NATASHA HEIGHTS, CAUSE #T02-019;
LOTS 3 & 4, BLOCK 4, GOODRICH ~~OF~~ ^{OLD TOWN} CAUSE #96-075.
11. CONSIDER RESCINDING PREVIOUS COURT ACTION TO PURCHASE CERTAIN JAIL EQUIPMENT (freezer, refrigerators and walk-in cooler) AND SERVICES (cleaning, lubrication and adjustment of cell locks) THROUGH COMPETITIVE BIDDING PROCESS AND APPROVE CONTRACTING FOR THE REFURBISHING OF SAID EQUIPMENT AND LOCKS, CONTINGENT UPON CONTRACT TOTALING LESS THAN \$25,000.00.
12. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO (2) NEW DUMP TRUCKS WITH AND WITHOUT TRADE-IN, PCT. 3.
13. CONSIDER RENEWAL OF FIRE PROTECTION AGREEMENTS FOR RURAL FIREFIGHTING SERVICES.
14. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
15. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
16. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
17. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: May 4, 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, May 4, 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 FOR RECORD

2005 MAY -4 A 9:44

BARBARA MIDDLETON
POLK COUNTY CLERK



May 10, 2005
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2005-045

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

AMEND TO READ;

- 12. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO (2) NEW DUMP TRUCKS WITH AND WITHOUT TRADE-IN AND WITH OR WITHOUT A ONE (1) YEAR BUY-BACK AGREEMENT, PCT. 3

AMEND TO ADD;

- 18. CONSIDER ENGINEER'S RECOMMENDATION REGARDING BIDS RECEIVED FOR TEXAS COMMUNITY DEVELOPMENT PROGRAM CONTRACT #724881 "FY2004 MOSCOW SEWER PLANT IMPROVEMENTS"; 1) SLUDGE AND VEGETATION REMOVAL AND DISPOSAL AND 2) REPLACEMENT OF THE LIFT STATION.
- 19. CONSIDER APPROVAL OF BOARD RESOLUTION AND INTERLOCAL PARTICIPATION AGREEMENT TO PARTICIPATE IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY-BOARD).

Commissioners Court of Polk County, Texas

Dated: Friday, May 6, 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, May 6, 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 Schelana Walker, Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY, TEXAS

2005 MAY -6 PM 3:51

BARBARA MIDDLETON
COUNTY CLERK, POLK CO.



POLK COUNTY COMMISSIONERS COURT

Polk County Courthouse, 3rd floor
Livingston, Texas

Item #7

2005-041

NOTICE OF INTENT TO SELECT COUNTY DEPOSITORIES

NOTICE IS HEREBY GIVEN of that the Polk County Commissioners Court will receive applications for the Depository and Sub-depositories for County public funds and certain trust funds and court registry funds. Applications must be received by the County Judge of Polk County no later than Friday, May 6, 2005 at 10:00 a.m.. Applications must state the amount of the applicant's paid-up capital stock and permanent surplus and must be accompanied by a statement showing the financial condition of the bank on the date of the application. Applications must be submitted with a certified check or cashier's check in the amount of \$82,484.00, equaling one-half ½ percent of the County's revenue for the preceding year. Details pertaining to the application and selection process may be obtained by contacting the Polk County Judge's office: (936)327-6813. Selection of County Depository and Sub-Depositaries shall be made at the regular session of the Polk County Commissioners Court to be held on May 10, 2005 at 10:00 a.m. in the Commissioners Courtroom of the Polk County Courthouse.

Commissioners Court of Polk County, Texas

Posted: April 21, 2005

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 Thursday, April 21, 2005 and that said Notice remained so posted continuously for at least 20 days preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY , Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS.
POLK COUNTY, TEXAS

2005 APR 21 AM 8:25

BARBARA MIDDLETON
COUNTY CLERK, POLK CO.

STATE OF TEXAS }
COUNTY OF POLK }

VOL 51 PAGE 541
DATE: **MAY 10, 2005**
"REGULAR" MEETING
All Members Present

COMMISSIONERS COURT
AGENDA POSTING # 2005-045

BE IT REMEMBERED ON THIS THE 10th DAY OF MAY, 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 AND CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY REV. ELMER MOORE OF THE NORTHSIDE CHURCH OF CHRIST.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. Barbara Middleton, County Clerk reported that Steve Hullihen, Schelana Walker, and herself counted the City of Livingston & LISD Ballots for the Election held Saturday, May 7th.
 - B. Judge Thompson reported the City of Livingston annual Surplus Sale has been postponed, he will report later with a new date. He thanked Commissioner Purvis for handling court on April 26th, during his absence. He had a death in his family.
 - C. Commissioner Overstreet reported that beginning tomorrow, May 11th, his department will be working four - ten hour days during the summer period (Mon-Thur 7:00 AM - 5:30 PM)
 - D. Sheriff Hammack gave the court an update on repairs and refurbishing at the Sheriff's Dept. and Jail. They will be starting the mold remedation next week and offices will be relocated to other parts of the building during that time.
 - E. Commissioner Willis announced that newly elected State Representative John Otto has been selected to participate in "The Program for Emerging Political Leaders" held at the Darden Graduate School of Business at the University of Virginia in Charlottesville this summer. Participation in the program is limited to one state legislator from each state.
4. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE **PRELIMINARY PLAT OF SCHWAB OAKS SUBDIVISION IN PRECINCT#1.**
ALL VOTING YES.
5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO **CLARIFY ACTION TAKEN ON APRIL 26, 2005 RELATING TO RE-BID OF #2005-23 AND #2005-24, BY FORMALLY REJECTING SUBJECT BIDS.**
ALL VOTING YES.

6. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE MINUTES OF REGULAR MEETING OF APRIL 26, 2005.
ALL VOTING YES.

JUDGE THOMPSON EXITED THE COURTROOM DURING ITEM #7, HAVING A BUSINESS RELATIONSHIP WITH ONE OF THE APPLICANTS THAT SUBMITTED APPLICATIONS FOR COUNTY DEPOSITORIES, AND HAVING FILED THE APPROPRIATE AFFIDAVIT WITH THE COUNTY CLERK.

COMMISSIONER PURVIS PRESIDED OVER MEETING FOR ITEM #7.

7. POSTING NOTICE #2005-041 - NOTICE OF INTENT TO SELECT COUNTY DEPOSITORIES: MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO ACCEPT & APPROVE THE RECOMMENDATION OF TREASURER, NOLA RENEAU SELECTING THE FIRST STATE BANK OF LIVINGSTON AS MAIN COUNTY DEPOSITORY AND FIRST NATIONAL BANK OF LIVINGSTON AS SECONDARY DEPOSITORY.
ALL VOTING YES.

JUDGE THOMPSON RETURNED TO THE COURTROOM.

8. BID #2005-25 - PRECINCT #4:
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO AWARD BID TO EASTEX MACK SALES OF LONGVIEW FOR THE PURCHASE OF ONE (1) 2005 DUMP TRUCK WITH (1) ONE YEAR BUYBACK AGREEMENT, IN THE AMOUNT OF \$81,930.00.
ALL VOTING YES.
9. BID 2005-26 - PRECINCT #3
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT THE BID OF \$61,125.00 FROM J.R.'s EQUIPMENT SALES FOR SALE OF ONE (1) USED MOTORGRADER FROM PRECINCT #3.
ALL VOTING YES.
10. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES AS FOLLOWS;
PRECINCT #1
LOT 85, COMMODORE CAPE #2, CAUSE #97-101;
LOTS 230,232,234,240,241,242,243 & 244, NATASHA HEIGHTS, CAUSE #T02-019;
LOTS 3 & 4, BLOCK 4, GOODRICH OLD-TOWN, CAUSE #96-075.
ALL VOTING YES.
11. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO RESCIND PREVIOUS COURT ACTION TO PURCHASE CERTAIN JAIL EQUIPMENT (freezer, refrigerators & walk-in coolers) AND SERVICES (cleaning, lubrication & adjustment of cell locks) THROUGH COMPETITIVE BIDDING PROCESS AND APPROVE CONTRACTING FOR THE REFURBISHING OF SAID EQUIPMENT AND LOCKS, CONTINGENT UPON COST NOT TO EXCEED \$25,000.00.
ALL VOTING YES.
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO(2) NEW DUMP TRUCKS WITH AND WITHOUT TRADE-IN OR WITH OR WITHOUT A ONE (1) YEAR BUY-BACK AGREEMENT, FOR PRECINCT#3.
ALL VOTING YES.

13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RENEW FIRE PROTECTION AGREEMENTS FOR RURAL FIREFIGHTING SERVICES.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE BUDGET REVISIONS #2005-14, AS PRESENTED BY THE AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE THE BUDGET AMENDMENTS #2005-14 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL AND PAYMENT OF BILLS, INCLUDING ADDENDUM.
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
4/20/05	\$10,085.39	192598 - 192626
4/21/05	\$3,430.64	ACH 542
4/21/05	\$65,158.96	ACH 543
4/21/05	\$207,644.51	ACH 544
4/21/05	\$62.81	ACH 545
4/21/05	\$2,967.08	ACH 546
4/21/05	\$3,596.74	192627 - 192635
4/25/05	\$10,117.79	192626 - 192650
4/26/05	\$77,823.13	ACH 547
4/26/05	\$140,816.23	ACH 548
4/26/05	\$21,823.69	192651
4/26/05	\$68,596.26	192652 - 192658
4/26/05	\$2,385.05	192659 - 192660
4/28/05	\$117,826.14	192661
4/28/05	\$6,177.42	192662 - 192676
4/29/05	\$39,308.00	192677 - 192678
5/3/05	\$14,803.00	192679 - 192685
5/3/05	\$2,704.97	192686
5/3/05	\$2,757.00	192687 - 192688
5/3/05	\$168,220.50	192689 - 192820
5/10/05	\$2,608.90	Addendum (To appear on future schedule)
TOTAL	\$968,914.21	

17. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)


18. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO RECEIVE THE ENGINEER'S RECOMMENDATION & ACCEPT ALL BIDS CONCERNING THE TEXAS COMMUNITY DEVELOPMENT PROGRAM CONTRACT #724881, CONSISTING OF;
"FY2004 - MOSCOW SEWER PLANT IMPROVEMENTS "
1) SLUDGE AND VEGETATION REMOVAL & DISPOSAL AND
2) REPLACEMENT OF THE LIFT STATION.
ALL VOTING YES. (SEE ATTACHED)

19. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE OF BOARD RESOLUTION AND INTERLOCAL PARTICIPATION AGREEMENT TO PARTICIPATE IN THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY-BOARD).
ALL VOTING YES. (SEE ATTACHED)

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 10th DAY OF MAY, 2005 AT 10:21 AM.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON
COUNTY CLERK

Item #13



FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
ALABAMA-COUSHATTA INDIAN NATION VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the ALABAMA-COUSHATTA INDIAN NATION VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Alabama-Coushatta Indian Nation Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,542.42 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Alabama-Coushatta Indian Nation VOLUNTEER FIRE DEPARTMENT.

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:

By COUNTY:



Alabama-Coushatta Indian Nation
Volunteer Fire Department
Signature of Fire Chief



Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge



Item #13

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
BIG THICKET LAKE ESTATES VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the BIG THICKET LAKE ESTATES VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Big Thicket Lake Estates Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,038.56 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Big Thicket Lake Estates VOLUNTEER FIRE DEPARTMENT.

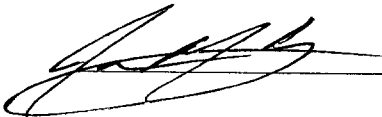
The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:

By COUNTY:



Big Thicket Lake Estates
Volunteer Fire Department
Signature of Fire Chief

Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge



Item #13

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
GOODRICH VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the GOODRICH VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Goodrich Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 8,420.48 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Goodrich VOLUNTEER FIRE DEPARTMENT.

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:



Goodrich
Volunteer Fire Department
Signature of Fire Chief

By COUNTY:

Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge



Item #13

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Indian Springs Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,542.42 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Indian Springs VOLUNTEER FIRE DEPARTMENT.

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:

By COUNTY:



Indian Springs
Volunteer Fire Department
Signature of Fire Chief

Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge

Item #13



FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
SCENIC LOOP VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SCENIC LOOP VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Scenic Loop Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 7,998.14 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Scenic Loop VOLUNTEER FIRE DEPARTMENT.

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:



Scenic Loop
Volunteer Fire Department
Signature of Fire Chief

By COUNTY:



Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge



Item #13

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
SEGNO VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SEGNO VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the Segno Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 6,587.46 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Segno VOLUNTEER FIRE DEPARTMENT.

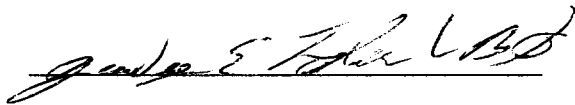
The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:

By COUNTY:



Segno
Volunteer Fire Department
Signature of Fire Chief

Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge



Item #13

FIRE PROTECTION CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
SOUTH POLK COUNTY VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 23 day of May, 2005, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SOUTH POLK COUNTY VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of the South Polk County Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions: and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1. During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2. During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3. It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4. The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5. It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department that would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7. In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,542.42 per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter and payment shall be made quarterly to DEPARTMENT.

8. All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

GENERAL PROVISIONS

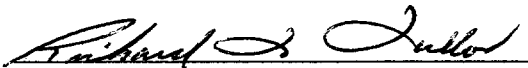
The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the South Polk County VOLUNTEER FIRE DEPARTMENT.

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party.

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto.

Executed this 23 day of May, 2005

By DEPARTMENT:



South Polk County
Volunteer Fire Department
Signature of Fire Chief

By COUNTY:



Polk County, Texas
Signature of Chief Elected Official
John P. Thompson
County Judge

IFE #14

REVISION CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00

THE PRECEDING LIST OF ~~AMENDMENTS~~ ^{REVISIONS} WAS REVIEWED AND APPROVED

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

Budget Revisions # 2005-14

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-367-135	SHERIFF'S MISCELLA	04/28/2005	2KSRI4	.00	2,000.00-	2,000.00-	RECORD CK POLK COUNTY PUBLI	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES				
2005 010-465-408	ATTORNEY FEES-258T	04/28/2005	2KSRI4	120,000.00	119,603.76	396.24-	MOVE FUNDS TO TRAVEL-COURT	K
2005 010-465-426	TRAVEL-COURT REPOR	04/28/2005	2KSRI4	2,000.00	2,396.24	396.24	MOVE FUNDS FROM ATTY FEES 2	K
	EXPENSE SUMMARY - JUDICIAL			TOTAL AMENDMENTS	2	TOTAL CHANGES		
2005 010-495-410	FXD ASSET MAINTENA	04/28/2005	2KSRI4	14,000.00	12,000.00	2,000.00-	MOVE FUNDS TO TRAVEL;B.DOCK	K
2005 010-495-427	TRAVEL/TRAINING	04/28/2005	2KSRI4	4,000.00	6,000.00	2,000.00	MOVE FUNDS FROM FXD ASSET M	K
	EXPENSE SUMMARY - AUDITOR			TOTAL AMENDMENTS	2	TOTAL CHANGES		
2005 010-552-300	UNIFORMS	04/28/2005	2KSRI4	600.00	800.00	200.00	MOVE FUNDS FROM OFC SUPPLIE	K
2005 010-552-315	OFFICE SUPPLIES	04/28/2005	2KSRI4	1,000.00	800.00	200.00-	MOVE FUNDS TO UNIFORMS;B.CU	K
	SUMMARY-CONSTABLE, PCT. #2			TOTAL AMENDMENTS	2	TOTAL CHANGES		
2005 010-560-490	MISCELLANEOUS	04/28/2005	2KSRI4	.00	2,000.00	2,000.00	RECORD CK POLK COUNTY PUBLI	K
	EXPENSE SUMMARY - SHERIFF DEPT			TOTAL AMENDMENTS	1	TOTAL CHANGES		
2005 015-369-200	CULVERT/MATERIAL R	04/28/2005	2KSRI4	27,301.28-	27,658.28-	357.00-	RECORD CK ONALASKA I.S.D RE	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES				
2005 015-613-000	PRECINCT #3-PERM R	04/28/2005	2KSRI4	128,960.82	128,958.87	1.95-	MOVE FUNDS TO UNEMPLOYMENT	K
2005 015-613-206	UNEMPLOYMENT INSUR	04/28/2005	2KSRI4	16.22	18.17	1.95	MOVE FUNDS FROM CARRYOVER;B	K
	PRECINCT#3-PERM RD EXP SUMMARY			TOTAL AMENDMENTS	2	TOTAL CHANGES		
2005 015-622-339	CONSTRUCTION CONTR	04/28/2005	2KSRI4	57,419.43	57,776.43	357.00	RECORD CK ONALASKA I.S.D. R	K
	PRECINCT #2 - ROAD & BRIDGE			TOTAL AMENDMENTS	1	TOTAL CHANGES		
2005 015-623-100	PCT 3 BUDGET CARRY	04/28/2005	2KSRI4	2,013.41	1,375.96	637.45-	MOVE FUNDS TO P/T SALARIES; K	K
2005 015-623-108	SALARIES - PART/TI	04/28/2005	2KSRI4	4,700.00	5,337.45	637.45	MOVE FUNDS FROM CARRYOVER;B	K
	TOTAL AMENDMENTS		2	TOTAL CHANGES				

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REPORT OF GENERAL LEDGER AMENDMENTS

GELL22 PAGE

2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-551-315	OFFICE SUPPLIES	05/03/2005	2K5R14	1,699.10	1,730.46	31.36	MOVE FUNDS FROM TRAINING/C.	K
2005 010-551-427	TRAINING/SEMINAR	05/03/2005	2K5R14	3,100.08	3,068.72	31.36-	MOVE FUNDS TO OFC SUPPLIES;	K
SUMMARY - CONSTABLE, PCT. 1				TOTAL AMENDMENTS	2 TOTAL CHANGES	.00		
2005 015-364-400	SALE OF SURPLUS PC	05/02/2005	2K5R14	461.00-	1,039.25-	578.25-	RECORD CK J & L SALVAGE/PCT	K
TOTAL AMENDMENTS				1 TOTAL	CHANGES	578.25-		
2005 015-369-100	CULVERT/MATERIAL R	05/02/2005	2K5R14	37,837.60-	38,406.30-	568.70-	RECORD CK GOODRICH I.S.D./R	K
2005 015-369-100	CULVERT/MATERIAL R	05/03/2005	2K5R14	38,406.30-	41,331.30-	2,925.00-	RECORD CK CRESCENT SHORES C	K
2005 015-369-200	CULVERT/MATERIAL R	05/03/2005	2K5R14	27,658.28-	28,474.28-	816.00-	RECORD CK CITY OF ONALASKA;	K
TOTAL AMENDMENTS				3 TOTAL	CHANGES	4,309.70-		
2005 015-621-339	CONSTRUCTION CONTR	05/02/2005	2K5R14	120,045.37	120,614.07	568.70	RECORD CK GOODRICH I.S.D./R	K
2005 015-621-339	CONSTRUCTION CONTR	05/02/2005	2K5R14	120,614.07	118,612.45	2,001.62-	MOVE FUNDS TO TIRES/TUBES/B	K
2005 015-621-339	CONSTRUCTION CONTR	05/03/2005	2K5R14	118,612.45	121,537.45	2,925.00	RECORD CK CRESCENT SHORES C	K
2005 015-621-354	TIRES/TUBES	05/02/2005	2K5R14	12,000.00	14,001.62	2,001.62	MOVE FUNDS FROM CONST MATTER	K
PRECINCT #1 - EXPENSE SUMMARY				TOTAL AMENDMENTS	4 TOTAL	CHANGES	3,493.70	
2005 015-622-339	CONSTRUCTION CONTR	05/03/2005	2K5R14	57,776.43	58,592.43	816.00	RECORD CK CITY OF ONALASKA;	K
PRECINCT #2 - ROAD & BRIDGE				TOTAL AMENDMENTS	1 TOTAL	CHANGES	816.00	
2005 015-624-490	MISCELLANEOUS	05/02/2005	2K5R14	7,659.82	8,238.07	578.25	RECORD CK J & L SALVAGE/PCT	K
TOTAL AMENDMENTS				1 TOTAL	CHANGES	578.25		

Item #15

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASES/DECREASE
010 GENERAL FUND	16,949.00
015 ROAD & BRIDGES ADM	97,027.94

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. COCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

Budget Amendments

#2005-14 (A)

05/10/2005 11:05:53

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLX
2005 010-503-573	CAPITAL OUTLAYS	05/10/2005	285A14		.00	7,429.00	AMEND FOR COURT APPROVAL 02	K
	EXPENSE SUMMARY - DATA PROCESS			TOTAL AMENDMENTS	1	TOTAL CHANGES		
						7,429.00		
2005 010-691-571	CAPITAL OUTLAY-M.G	05/10/2005	285A14		135,745.00	29,520.00	AMEND FOR ADDITIONAL REPAIR	K
	EXPENSE SUMMARY - ALL OTHER			TOTAL AMENDMENTS	1	TOTAL CHANGES		
						29,520.00		
2005 015-621-571	ROAD MACHINERY/EQU	05/10/2005	285A14		.00	23,895.32	AMEND FOR PURCHASE 2005 GMC X	X
	PRELINCT #1 - EXPENSE SUMMARY			TOTAL AMENDMENTS	1	TOTAL CHANGES		
						23,895.32		
2005 015-621-571	ROAD MACHINERY/EQU	05/10/2005	285A14		150,928.95	54,896.00	AMEND FOR PURCHASE 2 FORD F R	R
	300T CRUSHER - PAR	05/10/2005	285A14		.00	18,316.52	AMEND FOR PARTS/REPAIRS TO	K
				TOTAL AMENDMENTS	2	TOTAL CHANGES		
						73,112.62		

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	159,194.16
015 ROAD & BRIDGE ACM	.00

THE PRECEDING LIST OF AMENDMENTS HAS REVIEWED AND APPROVED.

B. E. DOCKRYS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

1

REPORT OF GENERAL LEDGER AMENDMENTS

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT	AMOUNT OF CHANGE	DESCRIPTION
2005 010-167-135	MISCELLANEOUS	04/28/2005	2K5R14	00	2,000.00	2,000.00	RECORD CK POLK COUNTY PUBLIC
			TOTAL AMENDMENTS	1	TOTAL CHANGES	2,000.00	
2005 010-465-409	ATTORNEY FEES-258T	04/23/2005	2K5R14	120,600.00	119,503.75	346.24	MOVE FUNDS TO TRAVEL-COURT X
2005 010-465-426	TRAVEL-COURT REPOR	04/28/2005	2K5R14	2,999.00	2,736.24	346.24	MOVE FUNDS FROM ATTY FEES 2 K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 010-495-410	FND ASSET AGREEMENT	04/28/2005	2K5R14	14,000.00	12,000.00	2,000.00	MOVE FUNDS TO TRAVEL/B.DOCK R
2005 010-495-448	TRAVEL/TRAINING	04/28/2005	2K5R14	4,000.00	5,000.00	2,000.00	MOVE FUNDS FROM FND ASSET
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 010-512-571	CAPITAL OUTLAY-BOI	04/29/2005	2K5R14	.00	159,194.16	159,194.16	AMEND FOR APT APPROVED 4/26 R
			TOTAL AMENDMENTS	1	TOTAL CHANGES	159,194.16	
2005 010-552-300	UNIFORMS	04/28/2005	2K5R14	600.00	800.00	200.00	MOVE FUNDS FROM OTC SUPPLIE
2005 010-552-315	OFFICE SUPPLIES	04/28/2005	2K5R14	1,000.00	800.00	200.00	MOVE FUNDS TO UNIFORMS
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 010-560-490	MISCELLANEOUS	04/28/2005	2K5R14	.00	2,000.00	2,000.00	RECORD CK POLK COUNTY PUBLIC X
			TOTAL AMENDMENTS	1	TOTAL CHANGES	2,000.00	
2005 015-354-400	SALE OF SURETIES-FC	05/02/2005	2K5R14	461.00	1,039.25	578.25	RECORD CX J A L SALVAGE,PCT X
			TOTAL AMENDMENTS	1	TOTAL CHANGES	578.25	
2005 015-369-100	CULVERT/MATERIAL R	05/02/2005	2K5R14	37,817.60	39,406.10	568.70	RECORD CK GOODRICH I.S.D.,R R
2005 015-369-200	CULVERT/MATERIAL R	04/28/2005	2K5R14	27,101.28	27,698.28	357.00	RECORD CK ONALASKA I.S.D.R R
			TOTAL AMENDMENTS	2	TOTAL CHANGES	925.70	
2005 015-613-000	PROJECT #3-PESS RD EXP	04/28/2005	2K5R14	128,956.82	128,956.82	1.95	MOVE FUNDS TO UNEMPLOYMENT R
2005 015-613-206	UNEMPLOYMENT INSUR	04/28/2005	2K5R14	18.28	18.17	1.95	MOVE FUNDS FROM CARRYOVER,B K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 015-621-139	CONSTRUCTION CONTR	05/02/2005	2K5R14	120,045.37	120,614.92	568.70	RECORD CK GOODRICH I.S.D.,R R
			TOTAL AMENDMENTS	1	TOTAL CHANGES	568.70	
2005 015-622-139	CONSTRUCTION CONTR	04/28/2005	2K5R14	57,419.43	57,776.43	357.00	RECORD CK ONALASKA I.S.D. R K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	357.00	
2005 015-623-100	BUDGET CARRY 04/28/2005	04/28/2005	2K5R14	2,013.41	1,375.96	637.45	MOVE FUNDS TO P/T SALARIES, X
2005 015-623-108	SALARIES - PAST/TL	04/28/2005	2K5R14	4,700.00	5,117.45	637.45	MOVE FUNDS FROM CARRYOVER,B X
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 015-624-490	MISCELLANEOUS	05/02/2005	2K5R14	7,639.82	8,238.07	578.25	RECORD CK J S L SALVAGE,PCT X
			TOTAL AMENDMENTS	1	TOTAL CHANGES	578.25	

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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,907.41
015	ROAD & BRIDGE ADM	502.70
049	DISTRICT ATTY HOT CHECK FUND	108.15
051	AGING	10.75
088	JUDICIARY FUND	556.38

	TOTAL OF ALL FUNDS	10,085.39

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ACH 542

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	3,430.64
TOTAL OF ALL FUNDS	----- 3,430.64

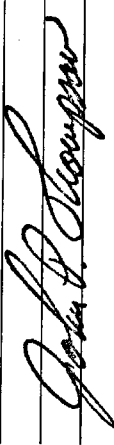
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

543
ACH

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,959.34
015 ROAD & BRIDGE ADM	10,111.90
027 SECURITY	307.52
049 DISTRICT ATTY HOT CHECK FUND	538.70
051 AGING	984.93
083 MUSEUM OPERATING FUND	82.13
101 ADULT SUPERVISION	7,883.25
185 CCAP - JUVENILE PROBATION	3,291.19
TOTAL OF ALL FUNDS	65,158.96

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

ACT 544

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	131,311.21
015 ROAD & BRIDGE ADM	35,567.75
027 SECURITY	1,197.50
049 DISTRICT ATTY HOT CHECK FUND	1,481.73
051 AGING	4,078.83
083 MUSEUM OPERATING FUND	345.92
101 ADULT SUPERVISION	23,591.78
185 CCAP - JUVENILE PROBATION	10,069.79
TOTAL OF ALL FUNDS	207,644.51

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

ACT 545

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	62.81
TOTAL OF ALL FUNDS	62.81

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ACT 546

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,370.47
015 ROAD & BRIDGE ADM	596.61
TOTAL OF ALL FUNDS	2,967.08

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	1,415.55
015 ROAD & BRIDGE ADM	270.00
027 SECURITY	30.00
101 ADULT SUPERVISION	1,148.17
185 CCAP - JUVENILE PROBATION	733.02

TOTAL OF ALL FUNDS	3,596.74

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

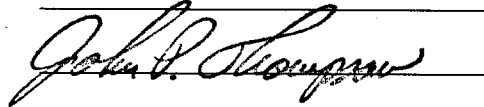
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	9,895.36
015	ROAD & BRIDGE ADM	74.13
051	AGING	19.95
088	JUDICIARY FUND	128.35
	TOTAL OF ALL FUNDS	10,117.79

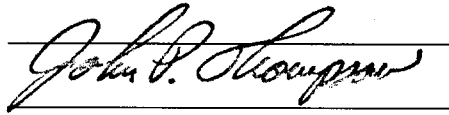
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ACH 547

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	49,399.90
015 ROAD & BRIDGE ADM	12,748.33
027 SECURITY	341.72
049 DISTRICT ATTY HOT CHECK FUND	561.68
051 AGING	1,334.42
083 MUSEUM OPERATING FUND	109.08
101 ADULT SUPERVISION	9,254.92
185 CCAP - JUVENILE PROBATION	4,073.08
TOTAL OF ALL FUNDS	77,823.13

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	14,428.25
088 JUDICIARY FUND	126,387.98
TOTAL OF ALL FUNDS	140,816.23

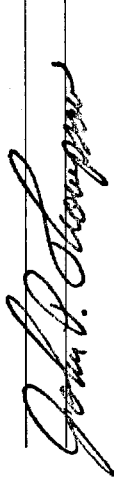
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACH 548

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	81.25
088	JUDICIARY FUND	21,742.44

	TOTAL OF ALL FUNDS	21,823.69

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	20,820.00
015	ROAD & BRIDGE ADM	27,969.53
061	DEBT SERVICE FUND	19,806.73
	TOTAL OF ALL FUNDS	68,596.26

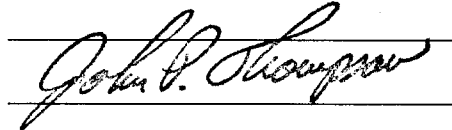
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,660.90
015	ROAD & BRIDGE ADM	510.65
185	CCAP - JUVENILE PROBATION	213.50
	TOTAL OF ALL FUNDS	2,385.05

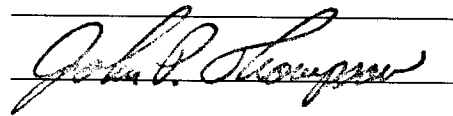
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	87,005.41
015	ROAD & BRIDGE ADM	23,102.07
027	SECURITY	494.32
049	DISTRICT ATTY HOT CHECK FUND	494.32
051	AGING	988.64
185	CCAP - JUVENILE PROBATION	5,741.38
TOTAL OF ALL FUNDS		117,826.14

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	5,082.15
015	ROAD & BRIDGE ADM	665.49
051	AGING	429.78

	TOTAL OF ALL FUNDS	6,177.42

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
015 ROAD & BRIDGE ADM	39,308.00

TOTAL OF ALL FUNDS	39,308.00

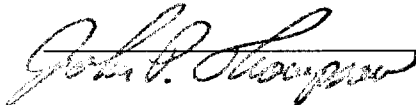
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14,803.00

TOTAL OF ALL FUNDS	14,803.00

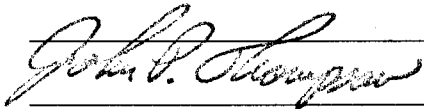
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,120.11
015 ROAD & BRIDGE ADM	360.77
185 CCAP - JUVENILE PROBATION	224.09

TOTAL OF ALL FUNDS	2,704.97

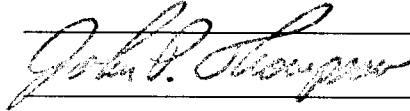
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	2,757.00

TOTAL OF ALL FUNDS	2,757.00

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

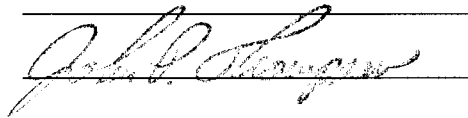
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	106,815.75
015	ROAD & BRIDGE ADM	51,367.27
027	SECURITY	27.00
040	LAW LIBRARY FUND	3,752.66
049	DISTRICT ATTY HOT CHECK FUND	514.31
051	AGING	4,699.95
090	DRUG FORFEITURE FUND	204.70
093	CO CLERK RECORDS MGMT FUND	800.00
094	COUNTY RECORDS MGMT FUND	38.86
TOTAL OF ALL FUNDS		168,220.50

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

VOL 51 PAGE 601

ADDENDUM
SCHEDULE OF BILLS FOR
MAY 10, 2005
FY2005

COPY

AMER-HOST INN	\$	176.28	JAIL
BARTLEY, THOMAS	\$	106.00	JAIL
BUTCHER, DAVID	\$	10.00	JAIL
CLIFTON, KATHY E.	\$	212.96	DISTRICT CLERK
COLLIN COUNTY COMM. COLLEGE	\$	185.00	SHERIFF DEPT.
HERNANDEZ, LESLE	\$	483.06	JP# 3
HILTON LINCOLN CENTER	\$	204.70	DISTRICT CLERK
HILTON LINCOLN CENTER	\$	204.70	JAIL
HILTON LINCOLN CENTER	\$	204.70	JAIL
HILTON LINCOLN CENTER	\$	511.75	AUDITOR, TREASURE & PERSONNEL
INGRAM, JAYNE	\$	48.75	DISTRICT CLERK
JONES, MARK	\$	125.00	SHERIFF DEPT.
RYANS, LATRETT	\$	106.00	JAIL
TEXAS DEPT OF STATE HEALTH SERVICE	\$	30.00	MAINT. ENG.
	\$	<u>2,608.90</u>	



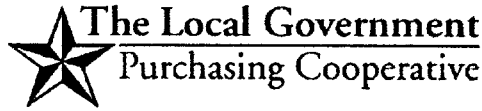
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DATE: APRIL 27 THROUGH MAY 10, 2005

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	PAMELA ELAINE GARCIA	EXTENSION	1221 - COUNTY EXTENSION AGENT/ FAMILY CONSUMER SCIENCE	STATE	UNCLASSIFIED	\$8,825.25	RESIGNATION EFFECTIVE 04/18/2005
(2)	MARVIN RAYLYNN OGLETREE	JAIL	1055 - CORRECTIONS OFFICER	REGULAR FULL-TIME	13/01	\$20,353.23	EMG.HIRE/TRANSFER TO SHERIFF. REG.FT. 1037 - DEPUTY SHERIFF (PATROL) (17/01) (\$24,798.44) EFFECTIVE 05/04/2005
(3)	DREXEL GRAY	JAIL	1055 - CORRECTIONS OFFICER	REGULAR FULL-TIME	13/01	\$20,353.23	RETIRED EFFECTIVE 04/30/2005
(4)	ALICE VANITA BUCHANAN	PERSONNEL	102 - SECRETARY I	LABOR POOL (-900)	10/(01)	\$8,44/HR	NEW HIRE EFFECTIVE 04/14/2005 <i>5/11/2005</i>
(5)	LYNDA D. SETTLES	PERSONNEL	102 - SECRETARY I	LABOR POOL (-900)	10/(01)	\$8,44/HR	NEW HIRE EFFECTIVE 04/14/2005 <i>5/11/2005</i>
(6)	LINDA J. FARRAR	SHERIFF	1043 - TELECOMMUNICATIONS OPERATOR	REGULAR FULL-TIME	13/01	\$20,353.23	RESIGNATION EFFECTIVE 05/02/2005
(7)							
(8)							
(9)							
(10)							
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(22)							
(23)							

Item #19

COPY



BOARD RESOLUTION

of

Polk County

(Name of Local Government)

Cooperative Member

WHEREAS, the Polk County, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, as amended, desires to participate in the statewide purchasing program of the Cooperative;

WHEREAS, Polk County, has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code and Section 271.101 of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative Interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member does request that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member does hereby authorize its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by Polk County, on the 10th day of May, in
(Name of Local Government)
the year 2005, and that the same now appears of record in its official minutes.

Polk County, Cooperative Member
(Name of Local Government)

John P. Thompson
By John P. Thompson
Authorized Representative

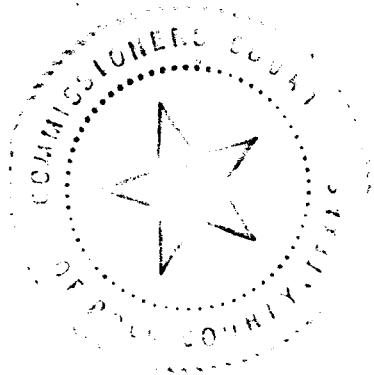
Date: 5-10-05

Polk County Judge
(Title)

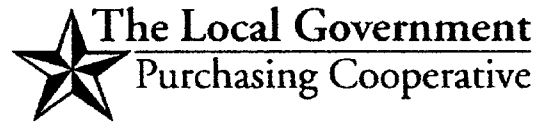
ATTEST:

Barbara Hildreth
Secretary of the Board

Date: 5-10-05



COPY



INTERLOCAL PARTICIPATION AGREEMENT

for the

The Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is a local cooperative association as authorized under Section 271.101 of the Local Government Code; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member.
 - (c) **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - (a) The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to

collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

(b) The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.

5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative. .

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements

with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which is related to the subject of this Agreement, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative may be defended in the name of the Cooperative by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.

11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.
14. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a. It meets the definition of "Local Government" or "State Agency" under the Act. "Local Government" means a: county, municipality, special district or other political subdivision of Texas or another state; or combination of two or more of those entities. "Political Subdivision" includes any corporate and political entity organized under state law. "State Agency" means (A) a department, board, bureau, commission, court, office, authority, council, or institution; (B) a university, college, or any service or part of a state institution of higher education; (C) a local workforce development board created under Texas Gov't Code Section 2308.253; and (D) any statewide job or employment training program for disadvantaged youth that is substantially financed by federal funds and that was created by executive order not later than December 30, 1986; or similar agency of another state.
 - b. The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act. "Administrative Functions" means those functions normally associated with the routine operation of government, including tax assessment and collection, personnel services, purchasing, records management services, data processing, warehousing, equipment repair and printing".
 - c. It possesses the legal authority to enter into the Agreement, designates the Cooperative as its agent, and can renew the Agreement without subsequent action of its governing body.
 - d. Purchases made under the Agreement satisfy all procedural-procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - e. All requirements, local or state, for a third party to approve, record or authorize the Agreement have been met.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____ Date: _____
Gerald Brashears, Cooperative Administrator

COPY

TO BE COMPLETED BY COOPERATIVE MEMBER:

Polk County
(Name of Local Government)

By: *John P. Thompson* Date: 5-10-05
Signature of authorized representative of Cooperative Member

John P. Thompson, Polk County Judge
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

John P. Thompson
Name
101 W. Church St., Ste. 300
Mailing Address
Livingston
City
Texas, 77351
(zip)
936-327-6813
Telephone
936-327-6891
Fax
john.thompson@co.polk.tx.us
Email