



POLK COUNTY COMMISSIONERS COURT

July 12, 2005

10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2005-068

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.
 - HELP AMERICA VOTE ACT (HAVA) Presentation
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF JUNE 14, 2005.
5. RECEIVE INFORMATION FROM TEXAS FOREST SERVICE AND LOCAL FIRE DEPARTMENTS REGARDING DROUGHT STATUS AND FIRE RISK FACTORS AND CONSIDER ANY/ALL NECESSARY ACTION RELATING TO COUNTYWIDE BURN BAN.
6. CONSIDER APPROVAL OF FINAL PLAT FOR "THE LOOP", A SUBDIVISION TO BE LOCATED IN POLK COUNTY.
7. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
 - (PCT. 1), LOT 6, BULLFROG BASIN #1, CAUSE #T01-006, ACCT. NO. B1200000705;
 - (PCT. 2), LOTS 15 & 16, BLOCK 2, EMERALD BAY ESTATES, CAUSE #94-324, ACCT. NO. E0750003700 AND E0750003800.
8. CONSIDER APPROVAL OF AWARD AGREEMENT AND RESOLUTION REGARDING GRANT FUNDS AWARDED TO POLK COUNTY THROUGH THE OFFICE OF THE SECRETARY OF STATE'S HELP AMERICA VOTE ACT (HAVA).
9. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO POV (PERSONAL OPERATION OF VEHICLE) ENDORSEMENT FOR COUNTY AUTO INSURANCE.
10. CONSIDER NOMINATION AND BALLOT DESIGNATION FOR LOWER TRINITY VALLEY GROUNDWATER CONSERVATION DISTRICT BOARD MEMBERS.
11. CONSIDER RATIFYING RESOLUTION APPROVING SUBMISSION OF GRANT APPLICATION FOR THE POLK COUNTY CRIME VICTIMS SERVICES TO THE OFFICE OF THE ATTORNEY GENERAL, CRIME VICTIMS SERVICES DIVISION.
12. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
13. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
14. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
15. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: July 6, 2005

I hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, July 6, 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:

Schelana Walker (Deputy)

FILED FOR RECORD

2005 JUL -6 A 9:41



July 12, 2005
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2005-068

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 12, 2005 at 10:00 A.M.

AMEND TO ADD;

- 16. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH NEWTON COUNTY FOR HOUSING OF POLK COUNTY INMATES.
- 17. CONSIDER APPROVAL OF UPDATE TO THE COUNTY MASTER STREET ADDRESS GUIDE (MSAG).
- 18. CONSIDER APPROVAL OF PRELIMINARY PLAT FOR "BEAU RIVAGE", A SUBDIVISION LOCATED IN PRECINCT 1, POLK COUNTY.

Commissioners Court of Polk County, Texas

Dated: Friday, July 8, 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, July 8, 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 Sarah Chance, Deputy

FILED FOR RECORD

2005 JUL -8 P 4: 28

BARBARA MIDDLETON
POLK COUNTY CLERK

COMMISSIONERS COURT
AGENDA POSTING # 2005 - 068

BE IT REMEMBERED ON THIS THE 12th DAY OF JULY, 2005
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS-COMMISSIONER PCT#1, BOBBY SMITH - COMMISSIONER PCT #2,
JAMES J. "Buddy" PURVIS-COMMISSIONER PCT #3, C.T."TOMMY" OVERSTREET
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK & B.L. "BOB"
DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS
AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
INVOCATION BY REV. MIKE MAYHUGH OF THE FIRST UNITED METHODIST CHURCH
OF LIVINGSTON.
PLEDGE TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. SHAWN FITZGERALD WITH EASTEX AMBULANCE SERVICE GAVE INFORMATION
TO THE COURT CONCERNING HIS COMPANY AND THE EMERGENCY AMBULANCE
SERVICE IN POLK COUNTY.
 - B. TOM MESSNER OF GOODRICH ASKED THE COURT TO CONSIDER HAVING
MULTIPLE SERVICE PROVIDERS FOR AMBULANCE SERVICE WITHIN THE COUNTY.
3. INFORMATIONAL REPORTS:
 - A. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR GAVE AN
UPDATE ON THE DROUGHT CONDITIONS THAT HAVE IMPROVED SINCE WE
RECEIVED RAIN IN THE COUNTY. HE WILL MONITOR THOSE CONDITIONS DAILY
AND REPORT BACK TO THE COURT.
 - B. JUDGE THOMPSON REPORTED ON THE FOURTH OF JULY CELEBRATION AND FIRE-
WORKS SHOW IN ONALASKA LAST MONDAY. COMMISSIONER SMITH REPORTED
THE ONALASKA FIRE DEPARTMENT USED ELECTRONIC IGNITION FOR THE FIRE-
WORKS DISPLAY THIS YEAR.
 - C. ROBERT "BOB" ZEIGLER GAVE A PRESENTATION OF GUIDELINES AND EQUIPMENT
NECESSARY TO COMPLY WITH THE "HELP AMERICA VOTE ACT" THAT REQUIRES
JANUARY 1, 2006 COMPLIANCE.
4. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE
MINUTES FOR THE REGULAR MEETING OF JUNE 28, 2005.
ALL VOTING YES.
5. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO "DELETE"
ITEM #5 "RECEIVE INFORMATION AND CONSIDER ANY/ALL NECESSARY ACTION
RELATING TO A COUNTYWIDE BURN BAN".
ALL VOTING YES.

6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE FINAL PLAT FOR **"THE LOOP,"** A SUBDIVISION LOCATED IN POLK COUNTY, PCT#1. ALL VOTING YES.
7. TAX FORECLOSURE PROPERTIES:
 - A. **PRECINCT #1**
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFER TO PURCHASE LOT 6, IN BULLFROG BASIN #1, CAUSE #T01-006, ACCT. NO. B1200000705.
ALL VOTING YES.
 - B. **PRECINCT #2**
MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE LOTS 15 & 16, BLOCK 2, IN EMERALD BAY ESTATES, CAUSE #94-324, ACCT. NO. E0750003700 & E0750003800.
ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE AWARD AGREEMENT AND **"RESOLUTION"** REGARDING GRANT FUNDS AWARDED TO POLK COUNTY THROUGH THE OFFICE OF THE SECRETARY OF STATE FOR **(HAVA) HELP AMERICA VOTE ACT.**
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO **"DELETE" ITEM #9 "CONSIDER ANY ACTION RELATING TO PERSONAL VEHICLE CAR INSURANCE ENDORSEMENT BY COUNTY."**
ALL VOTING YES.
10. LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT:
 - A. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS TO DESIGNATE M. K. "BUFFALO" ALLWRIGHT FOR OUR COUNTY'S CHOICE FOR THE PRESIDING OFFICER POSITION ON THE LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD.
ALL VOTING YES.
 - B. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS TO NOMINATE DONALD GRIFFIN FOR BOARD MEMBER ON THE LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT.
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RATIFY THE **"RESOLUTION"** APPROVING SUBMISSION OF GRANT APPLICATION FOR THE **POLK COUNTY CRIME VICTIMS SERVICES** TO THE OFFICE OF THE ATTORNEY GENERAL CRIME VICTIMS SERVICES DIVISION.
ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE BUDGET REVISIONS #2005-18, AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE BUDGET AMENDMENTS #2005-18(A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
ALL VOTING YES. (SEE ATTACHED)

14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE INCLUDING ADDENDUM.
ALL VOTING YES. (SEE ATTACHED)

| DATE | AMOUNT | CHECK NUMBERS |
|---------|----------------|--|
| 6/22/05 | \$28.82 | 193581 |
| 6/28/05 | \$7,992.50 | 193582 - 193587 |
| 6/30/05 | \$76,224.07 | ACH 569 |
| 6/30/05 | \$63,582.04 | ACH 570 |
| 6/30/05 | \$203,620.00 | ACH 571 |
| 6/30/05 | \$62.81 | ACH 572 |
| 6/30/05 | \$2,540.44 | ACH 573 |
| 6/30/05 | \$258,665.00 | 193588 |
| 6/30/05 | \$7,568.49 | 193589 - 193594 |
| 7/1/05 | \$14,842.06 | 193595 - 193601 |
| 7/6/05 | \$576,316.55 | 193602 - 193743 |
| 7/12/05 | \$881.00 | Addendum (To appear on future schedule) |
| Total | \$1,212,343.78 | |

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


16. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE INTERLOCAL AGREEMENT WITH NEWTON COUNTY FOR HOUSING POLK COUNTY INMATES.
ALL VOTING YES. (SEE ATTACHED)

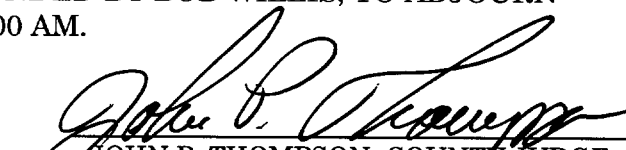
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE UPDATE TO THE COUNTY MASTER STREET ADDRESS GUIDE (MSAG).
ALL VOTING YES. (SEE ATTACHED)

18. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE PRELIMINARY PLAT FOR "BEAU RIVAGE", A SUBDIVISION LOCATED IN PRECINCT #1, POLK COUNTY.
ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 12TH DAY OF JULY, 2005 AT 11:00 AM.
ALL VOTING YES.

ATTEST

BARBARA MIDDLETON, COUNTY CLERK


JOHN P. THOMPSON, COUNTY JUDGE

Item #8

RESOLUTION
of the
POLK COUNTY COMMISSIONERS COURT

BE IT RESOLVED, that the Commissioners Court of Polk County convened in a regularly called session on the 12th day of July, 2005 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum; John P. Thompson, County Judge; Robert C. "Bob" Willis, Commissioner, Pct.1; Bobby Smith, Commissioner, Pct.2; James J. "Buddy" Purvis, Commissioner, Pct.3; Charles T. "Tommy" Overstreet, Commissioner, Pct.4; Absent: None

WHEREAS, Polk Commissioners Court has agreed that the expenditure of the funds in accordance with any agreement between Polk County and the State of Texas, Office of the Secretary of State pursuant to Title 1, Section 101 and Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301 shall be, or, in the case of retroactive payments, was in consultation and agreement with the county election official(s) and the county financial officer of Polk County; and

WHEREAS, the Polk County election official(s) include the following: the County Clerk (elections administrator) and the Tax Assessor-Collector (voter registrar); and

WHEREAS, Polk County Commissioners Court has agreed that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Polk County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full; and

WHEREAS, Polk County Commissioners Court has agreed that the county judge will serve as the County authorized official. The authorized official is the signing authority on behalf of the County.

NOW, THEREFORE, BE IT ORDERED, and decreed that this Commissioners Court finds it desirable to support said application for Help America Vote Act (HAVA) Grant Award.

WHEREUPON, the motion was made by Charles T. "Tommy" Overstreet and seconded by Robert C. "Bob" Willis, with all Voting in favor and none opposed, the Members of the Polk County Commissioner Court hereby approve this Resolution.

SIGNED AND ENTERED, this the 12th day of July, 2005.



John P. Thompson, County Judge



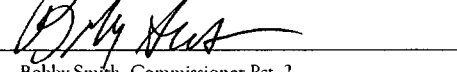
Barbara Middleton, County Clerk



Bob Willis, Commissioner Pct. 1



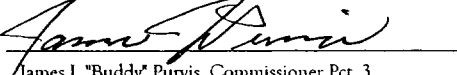
Marion A. Smith, Tax Assessor-Collector



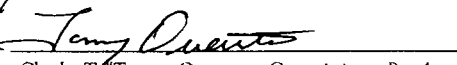
Bobby Smith, Commissioner Pct. 2



B.L. Dockens, County Auditor



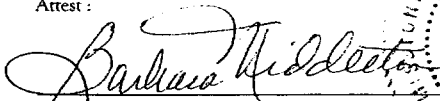
James J. "Buddy" Purvis, Commissioner Pct. 3



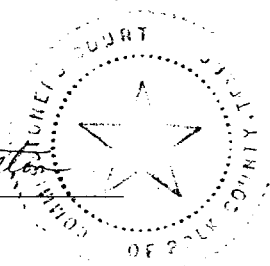
Charles T. "Tommy" Overstreet, Commissioner Pct. 4



Attest:



Barbara Middleton, County Clerk

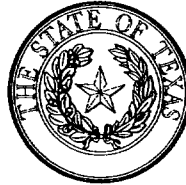


COPY

The State of Texas

VOL 51 PAGE 785

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us



Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Roger Williams
Secretary of State

HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT
AMENDMENT 1

Part A – General

SECTION 1.1 is amended to read:

- 1.1. This agreement is made by Polk COUNTY (“COUNTY”) to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE (“SOS”) and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. not available) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This agreement encompasses the original grant award agreement issued on September 14, 2004 (“ORIGINAL AWARD AGREEMENT”) and this grant award agreement amendment issued on April 29, 2005 (“AMENDMENT 1”).

SECTION 2.1 is amended to read:

- 2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003 and 2004 appropriated funds with applicable state match coming from 2004/2005 and 2005/2006 (state) fiscal year appropriated funds:

SECTION 6.2.3 is added to SECTION 6.2:

- 6.2.3. If the available funding indicated in Section 7.1.2 of this agreement exceeds the amount required to acquire a HAVA-compliant accessible voting system in each polling location, funds may be used for reimbursement of costs incurred as a result of purchasing other equipment or software consistent with Section 9 of this agreement.

PARAGRAPH b) is added to SECTION 6.3.1:

- b) Funds may be used for reimbursement of costs for maintenance and storage of voting equipment purchased pursuant to this agreement.

PARAGRAPH a) of SECTION 6.3.2 is amended to read:

- a) Refer to Sections 6.2.1 and 6.2.2 of this agreement.

SECTION 7.1.3 is amended to read:

- 7.1.3. General Title III Compliance – \$252,558.26 (Includes \$42,107.93 from federal fiscal year 2003 appropriated funds and \$210,450.33 from federal fiscal year 2004 appropriated funds.)

COPY

SECTION 11.3 is added to SECTION 11:

11.3 If the COUNTY utilizes a term contract through the Texas Building and Procurement Commission, the requirements described in Section 11.1 may be satisfied by submitting a copy of the purchase order via fax or mail to the Secretary of State's Office:

Voting System Contract Verification
Elections Division
Texas Secretary of State
P.O. Box 12060
Austin, Texas 78711-2060
512-475-2811 (fax)

Part B – Pre-Award Requirements

SECTIONS 12.1.1 and 12.1.4 are amended to read:

12.1.1. ORIGINAL AWARD AGREEMENT signed by the county judge and the secretary of state.

12.1.4. AMENDMENT 1 signed by the county judge and the secretary of state.

SECTION 18.4.3 is added to SECTION 18.4:

18.4.3. Effective January 1, 2007, equipment that does not meet the voting system standards for disability access (e.g., non-accessible DREs will not be eligible for reimbursement).

SECTION 18.8.6 is added to SECTION 18.8:

18.8.6. Air fare receipt.

PARAGRAPHS a), c) and d) of SECTION 19.3.3 are amended to read:

a) Upgrading voting systems to comply with new federal standards – As described in Section 19.1 of this agreement thru August 31, 2006. Reimbursement of costs consistent with Section 6.3.1.b) of this agreement may be requested for obligations incurred through December 31, 2008.

c) Voter education – September 1, 2004 thru December 31, 2008.

d) Election worker education – September 1, 2004 thru December 31, 2008.

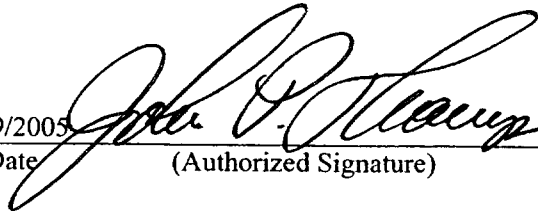
IN WITNESS WHEREOF, the SOS and the COUNTY have executed this agreement.



(Authorized Signature)

4/29/2005

Date



(Authorized Signature)

7/12/05

Date

Roger Williams

(Printed Name)

Office of the Secretary of State

John P. Thompson, County Judge

(Printed Name)

Polk County

The State of Texas



Elections Division
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Austin, Texas 78711-2060
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Geoffrey S. Connor
Secretary of State

HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT

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Part A – General

SECTION 1. AUTHORITY

- 1.1. This agreement is made by POLK COUNTY (“COUNTY”) to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE (“SOS”) and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. TBA) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301.

SECTION 2. SOURCE

- 2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003 appropriated funds with applicable state match coming from 2004/2005 (state) fiscal year appropriated funds:
 - 2.1.1. Title I, Section 101 – 100% federal (see Section 6.1 of this agreement for purpose area).
 - 2.1.2. Title II, Section 251 – 95% federal / 5% state (see Sections 6.2 and 6.3 of this agreement for purpose areas).

SECTION 3. APPLICABILITY

- 3.1. The terms and conditions set forth in this agreement apply to and must be adhered to by the COUNTY referenced in Section 1 of this agreement.

SECTION 4. ADOPTIONS BY REFERENCE

- 4.1. Although the SOS has attempted to highlight the most relevant rules and guidelines through this agreement, the COUNTY must abide by the applicable Office of Management and Budget (OMB) Circulars and the Uniform Administrative Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code (see Texas Administrative Code Title 1, Part 1, Chapter 5, Subchapter A, Division 4, §§5.141 - 5.167).
- 4.2. UGMS incorporates the relevant OMB Circulars as outlined below:
 - 4.2.1. Cost Principles for State and Local Governments and Other Affected Entities (Chapter II of UGMS, which incorporates OMB Circular A-87).
 - 4.2.2. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Chapter III of UGMS, which incorporates OMB Circular A-102 and “Common Rule”, Administrative Requirements, 53 FR 8087, March 11, 1988).
 - 4.2.3. State of Texas Single Audit Circular (Chapter IV of UGMS, which incorporates OMB Circular A-133).
- 4.3. The OMB Circulars can be found at <http://www.whitehouse.gov/omb/circulars/> and UGMS can be accessed through the Governor’s Office website at <http://www.governor.state.tx.us/>.

SECTION 5. GRANT OFFICIALS

- 5.1. Authorized Official – The COUNTY judge must serve as the authorized official for the COUNTY and must be designated as such in the resolution (see Section 13.1.4 of this agreement). The authorized official has signing authority on behalf of the COUNTY and is responsible for ensuring the necessary forms are submitted through the Texas HAVA online grant system (see Section 14 of this agreement).
- 5.2. Election Official(s) – The COUNTY election official(s) include the executive officer(s) of the offices(s) responsible for conducting elections and maintaining the voter registration list in the COUNTY (e.g., the elections administrator or the county clerk and/or voter registrar). The election official(s) of the COUNTY must be consulted and concur with all expenditures pursuant to this agreement (see Section 13.1.1 of this agreement).

- 5.3. Financial Officer – The COUNTY auditor or treasurer must serve as the financial officer for the county. The financial officer is responsible for establishing and maintaining financial records to accurately account for funds awarded to the COUNTY. These records shall include both federal funds and all matching funds of state and local organizations, when applicable. The financial officer is also responsible for requesting payments through the Texas HAVA online grant system (see Section 17 of this agreement).

SECTION 6. FUNDING PURPOSE AREAS

- 6.1. County Education Fund
- 6.1.1. These funds are to be used for reimbursement of costs incurred as a result of attending professional election training such as conferences and seminars.
- 6.1.2. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement. If the election duties are split between more than one office (e.g., the county clerk and voter registrar), funding must be made available and expended in consultation and agreement between the offices.
- 6.2. Accessible Voting System in Each Polling Place
- 6.2.1. These funds are to be used for reimbursement of costs incurred as a result of acquiring a HAVA-compliant accessible voting system in each polling location.
- 6.2.2. This requirement may be met by having at least one accessible direct recording electronic voting system (“DRE”) or other system equipped for individuals with disabilities at each polling place.
- 6.3. General Title III Compliance
- 6.3.1. Upgrading voting systems to comply with new federal standards.
- a) Funds may be used for reimbursement of costs incurred as a result of purchasing equipment or software consistent with Section 9 of this agreement.
- 6.3.2. Acquiring an accessible voting system in each polling place.
- a) Refer to Section 6.2 of this agreement.
- 6.3.3. Voter education – Funds may be used for reimbursement of costs incurred as a result of educating voters on the following:
- a) How to verify/review selections before casting the vote.
- b) How to change or correct any error on the ballot before casting the vote.
- c) How to avoid over-voting.
- d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.
- e) How the county’s voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
- f) What constitutes the uniform definition of the voting system(s) in use in the county.
- g) How to vote a provisional ballot, including written information on how the voter can ascertain whether his or her vote was counted, and if not counted, the reason given.
- 6.3.4. Voter education – Funds may be used for reimbursement of costs incurred as a result of producing the following information to be posted at each polling place on the day of an election:
- a) A sample version of the ballot that will be used for that election.

- b) Information regarding the date of the election and the hours during which polling places will be open.
 - c) Instructions on how to vote, including how to cast a vote and how to cast a provisional ballot.
 - d) Instructions for mail-in registrants and first-time voters under section 303(b) of HAVA.
 - e) General information on voting rights under applicable Federal and State laws, including information on the right of an individual to cast a provisional ballot and instructions on how to contact the appropriate officials if these rights are alleged to have been violated.
 - f) General information on Federal and State laws regarding prohibitions on acts of fraud and misrepresentation.
- 6.3.5. Election worker education – Funds may be used for reimbursement of costs incurred as a result of educating election workers on the following:
- a) How a voter verifies/reviews selections before casting the vote.
 - b) How a voter changes or corrects any error on the ballot before casting the vote.
 - c) How a voter avoids over-voting.
 - d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.
 - e) How the county’s voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
 - f) What constitutes the uniform definition of the voting system(s) in use in the county.
 - g) Provisional voting procedures.

SECTION 7. ELIGIBLE FUNDING BY PURPOSE AREA

- 7.1. Each allotment of funding outlined below will have its own budget and grant period and must be accounted for separately in the Texas HAVA online grant system, as well as the COUNTY accounting records:
- 7.1.1. County Education Fund – \$7,000.00
 - 7.1.2. Accessible Voting System in Each Polling Place – \$63,000.00
 - 7.1.3. General Title III Compliance – \$42,107.93

SECTION 8. VOTING SYSTEM DEADLINE

- 8.1. Effective January 1, 2006, precincts within the requesting county cannot use a punch card or lever voting system for an election.
- 8.2. Effective January 1, 2006, each polling place within the requesting county must have a voting system that will be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters.

SECTION 9. VOTING MACHINE STANDARDS

- 9.1. The COUNTY ensures all voting systems comply with the following:
- 9.1.1. Permit voter to verify/review selections before casting the vote.
 - 9.1.2. Allow voter to change or correct any error on the ballot before casting the vote.
 - 9.1.3. Prevent or alert voter if he/she over-votes on the ballot.

- 9.1.4. Produce a permanent paper record with a manual audit capacity.
- 9.1.5. Be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters. (This requirement may be met by having at least one DRE or other system equipped for individuals with disabilities at each polling site.)
- 9.1.6. Provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.
- 9.1.7. Ensure error rates (machine errors only) do not exceed the Federal Election Commission or Election Assistance Commission standards.
- 9.1.8. Maintain consistency with the uniform definition of what constitutes a vote for each voting system in use in the state.
- 9.1.9. Title 8 of the Texas Election Code.

SECTION 10. PAPER AND CENTRAL COUNT VOTING SYSTEMS

- 10.1. A COUNTY that uses a paper ballot voting system or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements in Section 9 of this agreement by--
 - 10.1.1. Establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and
 - 10.1.2. Providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).
- 10.2. This Section does not in any manner eliminate the requirement of Section 8.2 of this agreement, which requires that each polling place must have at least one accessible voting system effective January 1, 2006.
- 10.3. The voting system shall ensure that any notification required under this Section preserves the privacy of the voter and the confidentiality of the ballot.

SECTION 11. STATE VOTING SYSTEM CERTIFICATION

- 11.1. As a condition of funding and pursuant to Section 123.035 of the Election Code, any contract for the acquisition of voting system equipment executed on or after September 1, 2003 must be in writing and be approved by the SOS as to compliance of the voting system and voting system equipment with the applicable requirements.
 - 11.1.1. A copy of the relevant portions of the contract containing only the identifying information that the SOS needs to determine whether the version of the system and equipment being acquired under the contract complies with the applicable requirements must be submitted to the SOS.
- 11.2. Pursuant to Section 11.1 of this agreement, the COUNTY may not request reimbursement unless it has received a letter from the state confirming that the voting system and voting system equipment being acquired under the contract satisfies the applicable requirements for approval.

Part B – Pre-Award Requirements

SECTION 12. GRANT AWARD PROCESS

- 12.1. The grant award will be comprised of the following:
 - 12.1.1. This agreement signed by the county judge and the secretary of state.
 - 12.1.2. The resolution described in Section 13 of this agreement.

- 12.1.3. Satisfactory completion of the forms described in Section 14 of this agreement.

SECTION 13. RESOLUTION FROM THE GOVERNING BODY

- 13.1. The COUNTY shall submit with this agreement a resolution from its governing body which includes, at a minimum, the following:

13.1.1. _____ Commissioners Court has agreed that the expenditure of the funds in accordance with any agreement between _____ County and the State of Texas, Office of the Secretary of State pursuant to Title 1, Section 101 and Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301 shall be, or, in the case of retroactive payments, was in consultation and agreement with the county election official(s) and the county financial officer of _____ County.

13.1.2. The _____ County election official(s) include the following:
(The office of the officials must be listed out – e.g., the elections administrator, the county clerk, the voter registrar, etc. The actual names of the officeholders do not need to be listed.)

13.1.3. _____ Commissioners Court has agreed that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

13.1.4. _____ Commissioners Court has agreed that the county judge will serve as the COUNTY authorized official. The authorized official is the signing authority on behalf of the COUNTY.

- 13.2. The resolution must be signed by the COUNTY election official(s) and the COUNTY financial officer as defined in Section 5 of this agreement.

SECTION 14. FORMS FOR APPLYING FOR GRANT FUNDING

- 14.1. The COUNTY must use forms prescribed by the SOS through the Texas HAVA online grant system.

14.1.1. The forms will require the COUNTY to provide the following information:

- a) Basic county information.
- b) Grant official confirmation.
- c) Proposed activities per purpose area.
- d) A budget for each purpose area.

- 14.2. The SOS reserves the right to require additional information as needed.

SECTION 15. CERTIFIED ASSURANCES

- 15.1. By signing this agreement and as the duly authorized representative of the COUNTY, the county judge certifies that the COUNTY:

15.1.1. Complies with the required assurances listed in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart B, Section 14 of the Uniform Grant Management Standards.

15.1.2. Will not construe the availability of these funds to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws: the Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.); the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.); the Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.); the National Voter Registration

Act of 1993 (42 U.S.C. 1973gg et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

- 15.1.3. Will allow the SOS, the Comptroller General of the United States, the State Auditor's Office, any successor agency, or duly authorized representative to audit or investigate the expenditure of funds under this agreement. The COUNTY further agrees to cooperate fully with the audit or investigation, including providing all records requested such as papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. The COUNTY will ensure that this clause concerning the authority to audit or investigate state funds received indirectly by subcontractors through the COUNTY, along with the requirement to cooperate, is included in any subcontract it awards.
- 15.1.4. Will obtain the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
- 15.1.5. Will comply with federal retention requirements of maintaining records for at least three years following the submission of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- 15.1.6. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program – including the Uniform Grant Management Standards published by the Texas Governor's Office of Budget and Planning and applicable OMB Circulars.

Part C – Post-Award Requirements

SECTION 16. FINANCIAL MANAGEMENT STANDARDS

- 16.1. The financial management system of the COUNTY must meet the following standards:
 - 16.1.1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
 - 16.1.2. Accounting records. The COUNTY must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.
 - 16.1.3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The COUNTY must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
 - 16.1.4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
 - 16.1.5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.

- 16.1.6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
- 16.2. The SOS or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

SECTION 17. PAYMENT

- 17.1. All payments will be made on a cost reimbursement basis no more than once a month based on actual expenditures.
 - 17.1.1. The COUNTY may charge to the award only costs resulting from obligations during the funding period.
 - 17.1.2. A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period.
 - 17.1.3. Payments shall be requested by the COUNTY financial officer via the Texas HAVA online grant system.
- 17.2. Earned program income for the period in which funds are being requested must be reported with the request.

SECTION 18. ALLOWABLE COSTS

- 18.1. Grant funds must be expended in accordance with Chapter II (Cost Principles for State and Local Governments and Other Affected Entities) of UGMS.
- 18.2. Grant funds may only be used for activities approved through the grant award process.
- 18.3. The following are some of the unallowable costs outlined in Chapter II of UGMS (refer to UGMS to review all unallowable costs):
 - 18.3.1. Membership dues for individuals (the membership must be for the governmental unit).
 - 18.3.2. Costs of promotional items including, but not limited to, hats, drink coolers, t-shirts, toys, pens, pencils, jackets, frisbees, emery boards, fans, dominoes, windshield shades, change purses, and other such novelties or items of nominal value.
 - 18.3.3. Costs of advertising and public relations designed solely to promote the governmental unit.
 - 18.3.4. Costs of publicizing or directing attention to any individual official or employee of the COUNTY.
 - 18.3.5. Costs associated with influencing the outcome of any election, or the passage or defeat of any legislative measure.
- 18.4. In addition to the unallowable costs outlined in Chapter II of UGMS, the following uses are not eligible for funding:
 - 18.4.1. Personnel costs.
 - 18.4.2. Indirect costs.
- 18.5. The following are guidelines that must be adhered to for travel reimbursements:
 - 18.5.1. The COUNTY will be held to the state lodging, mileage, and per diem rates or the COUNTY rates, whichever is less.
 - 18.5.2. All reimbursements are limited to the actual cost of meals.
 - 18.5.3. Claims may not include: alcoholic beverages, tips, room service, or expenses for any person other than the traveling employee.

- 18.5.4. Claims may only be made for travel outside of the employee's headquartering city.
- 18.6. The following are the applicable state rates for travel:
- 18.6.1. Lodging: Up to \$80.00 per day.
- 18.6.2. Meals: Overnight Travel - up to \$30.00 per day; Non-overnight Travel - \$0.
- 18.6.3. Mileage: 35.0 cents per mile.
- 18.7. This agreement automatically adopts any legislative change to the rates at the time of the legislative effective date.
- 18.8. The following receipts must be retained for audit purposes:
- 18.8.1. Lodging - check-out document reflecting zero balance due.
- 18.8.2. Parking fees incurred for personal vehicle or car rental.
- 18.8.3. Taxi fares - date, destination, and amount.
- 18.8.4. Gasoline purchased for rental car.
- 18.8.5. Auto rental contract and receipt.

SECTION 19. PERIOD OF AVAILABILITY OF FUNDS (GRANT PERIOD)

- 19.1. Obligations incurred as a result of acquiring voting equipment, which meets the requirements of Section 301 of HAVA and was acquired after the regularly-scheduled general election for federal office held in November of 2000, may be reimbursed as long as the expenditures are consistent with this agreement.
- 19.2. Obligations means the amounts of orders placed, contracts, goods and services received, and similar transactions during the grant period that require payment by the COUNTY.
- 19.3. Payments may be requested for obligations incurred during the following time periods:
- 19.3.1. County Education Fund – June 1, 2004 thru August 31, 2006.
- 19.3.2. Accessible Voting System in Each Polling Place – As described in Section 19.1 of this agreement thru August 31, 2006.
- 19.3.3. General Title III Compliance:
- a) Upgrading voting systems to comply with new federal standards – As described in Section 19.1 of this agreement thru August 31, 2006.
 - b) Acquiring an accessible voting system in each polling place – As described in Section 19.1 of this agreement thru August 31, 2006.
 - c) Voter education – September 1, 2004 thru August 31, 2006.
 - d) Election worker education – September 1, 2004 thru August 31, 2006.

SECTION 20. PROGRAM INCOME

- 20.1. Program income means gross income received by the COUNTY directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final reimbursement request.
- 20.2. Program income earned during the grant period must be reported when requesting reimbursements as described in Section 17.2 of this agreement.

SECTION 21. AUDIT

- 21.1. During the grant period, for each COUNTY fiscal year in which the COUNTY expends \$500,000 or more of combined federal funding, the COUNTY is responsible for obtaining an audit in

accordance with the Single Audit Act (Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Any such audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

- 21.2. If, after a fiscal year in which grant funds are expended, the COUNTY determines an audit is not required according to OMB Circular A-133, the COUNTY shall make such certification through the Texas HAVA online grant system. The COUNTY'S chief financial officer shall make the certification within 60 days of the end of the COUNTY'S fiscal year.

SECTION 22. CHANGES

- 22.1. The following post-award changes in budgets and projects require prior written approval in the form of a grant adjustment.
 - 22.1.1. Cumulative transfers among direct cost categories which exceed ten percent of the current award.
 - 22.1.2. Transfer of funds allotted for training allowances to other expense categories.
 - 22.1.3. Any needs for additional funding or extension of grant period.
 - 22.1.4. Any revision of the scope or objectives of the project.
- 22.2. All grant adjustment requests must be submitted prior to the end of the grant period.
- 22.3. The SOS reserves the right to make changes to the grant award at any time. The County will be notified in writing or through the Texas HAVA online grant system of all changes prior to the change taking effect.

SECTION 23. PROPERTY MANAGEMENT

- 23.1. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:
 - 23.1.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of the SOS participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 23.1.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 23.1.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.
 - 23.1.4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 23.1.5. If the COUNTY is authorized to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 24. COPYRIGHTS

- 24.1. The SOS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes:
 - 24.1.1. The copyright in any work developed pursuant to this grant award; and

- 24.1.2. Any rights of copyright to which the COUNTY purchases ownership with this grant award.

SECTION 25. PROCUREMENT

- 25.1. The COUNTY shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

SECTION 26. REPORTS

- 26.1. Grantees must submit required financial expenditure reports and performance reports.
- 26.1.1. Payment request must be based on actual expenditures (see Section 17 of this agreement); therefore, reimbursement requests will serve as financial reports.
- 26.1.2. Additional reports shall be submitted via the Texas HAVA online grant system.
- 26.1.3. Instructions and due dates will be prescribed via the website.
- 26.1.4. SOS may place a financial hold on a grantee's funds for delinquent reports.

SECTION 27. RECORDS RETENTION

- 27.1. The COUNTY must maintain records for at least three years following the submission of the final expenditure report.
- 27.2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

SECTION 28. MONITORING

- 28.1. Monitoring reviews include programmatic monitoring, financial monitoring, and financial auditing.
- 28.2. The SOS reserves the right to conduct its own audit or contract with another entity to audit the COUNTY.
- 28.3. The SOS or its designee may conduct monitoring reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The COUNTY must make all grant-related records available to the SOS or its representatives unless the information is sealed by law.
- 28.4. Monitoring reviews may be on-site or desk reviews and may include any information that the SOS deems relevant to the project.
- 28.5. The SOS, or its designee, may make unannounced visits at any time.

SECTION 29. REMEDIES FOR NONCOMPLIANCE

- 29.1. If a COUNTY fails to comply with any term or condition of this agreement or any applicable statutes, rules, regulations, or guidelines, SOS may take one or more of the following actions:
- 29.1.1. Require the return of funds if disbursements have already been made.
- 29.1.2. Temporarily withhold all payment to the COUNTY pending correction of the deficiency by the COUNTY.
- 29.1.3. Temporarily withhold all payments for other HAVA grant funds awarded to the COUNTY pending correction of the deficiency by the COUNTY.
- 29.1.4. Disallow all or part of the cost of the activity or action that is not in compliance.
- 29.1.5. Impose administrative sanctions, other than fines, on the COUNTY.

COPY

- 29.1.6. Withhold further HAVA grants funds from the COUNTY.
- 29.1.7. Terminate the agreement in whole or in part.
- 29.1.8. Exercise other remedies that may be legally available.

Part D – After-the-Grant Requirements

SECTION 30. CLOSEOUT

- 30.1. The SOS will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed. The SOS will provide any necessary additional information on closeouts.
- 30.2. The closeout of a grant does not affect:
 - 30.2.1. The SOS’s right to disallow costs and recover funds on the basis of a later audit or other review;
 - 30.2.2. The COUNTY’S obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 - 30.2.3. Records retention as required in Section 27 of this agreement;
 - 30.2.4. Property management requirements outlined in Section 23 of this agreement; and
 - 30.2.5. Audit requirements prescribed in Section 21 of this agreement.

SECTION 31. COLLECTION OF AMOUNTS DUE

- 31.1. Any funds paid to the COUNTY in excess of the amount to which the COUNTY is finally determined to be entitled under the terms of the award constitute a debt to the SOS. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:
 - 31.1.1. Making an administrative offset against other requests for reimbursements;
 - 31.1.2. Withholding payments otherwise due to the COUNTY; or
 - 31.1.3. Other action permitted by law.
- 31.2. Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

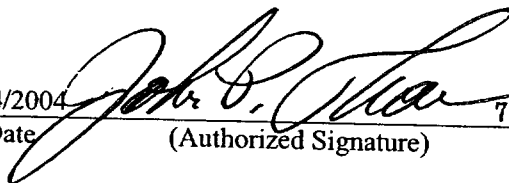
IN WITNESS WHEREOF, the SOS and the COUNTY have executed this agreement.



(Authorized Signature)

Geoffrey S. Connor
(Printed Name)
Office of the Secretary of State

9/14/2004
Date



(Authorized Signature)

John P. Thompson, County Judge
(Printed Name)
Polk County

7/12/05
Date

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Item #11

**POLK COUNTY CRIME VICTIMS SERVICES
VOCA GRANT RESOLUTION**

WHEREAS, The Polk County Commissioner's Court finds it in the best interest of the citizens of Polk County that this grant project will be operated for 2006; and

WHEREAS, The Polk County Commissioner's Court agrees that the entity will not use the existence of an Office of the Attorney General grant award to offset or decrease total salaries, expenses, and allowances that the applicant receives from the governing body at or after the time the grant is awarded; and

WHEREAS, The Polk County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Attorney General funds, the Polk County Commissioner's Court assures that the funds will be returned to the Office of the Attorney General in full.

WHEREAS, The Polk County Commissioner's Court designates the County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Polk County Commissioner's Court approves submission of the grant application for the Polk County Crime Victims Services to the Office of the Attorney General, Crime Victim Services Division

Passed and Approved this 5th day of July, 2005.

Signed by:



John P. Thompson, County Judge

#12

COPY

Budget Revision
2005-18

REVISION
~~AMENDMENTS~~ CHANGES BY FUND

INCREASE/DECREASE

FUND DESCRIPTION

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

B. L. Dockens

| ACCOUNT NUMBER | ACCOUNT NAME | DATE | AMDMT NUMBER | OLD BUDGET AMOUNT | BUDGET AMOUNT | AMOUNT OF CHANGE | DESCRIPTION | CLK |
|---------------------|-------------------------------------|------------|--------------|-------------------|---------------|------------------|-----------------------------|---------|
| 06/24/2005 11:24:58 | REPORT OF GENERAL LEDGER AMENDMENTS | | | | | | | 1 |
| 2005 010-370-015 | TRANSFER FROM ROAD | 06/24/2005 | 2K5R18 | .00 | 1,000.00- | 1,000.00- | MOVE FUNDS FROM R&B#2 | CARRY K |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 1,000.00- | | |
| 2005 010-552-315 | OFFICE SUPPLIES | 06/24/2005 | 2K5R18 | 800.00 | 940.00 | 140.00 | MOVE FUNDS FROM TRAVEL;B,CU | K |
| 2005 010-552-427 | TRAVEL/TRAINING | 06/24/2005 | 2K5R18 | 672.00 | 532.00 | 140.00- | MOVE FUNDS TO OFC SUPPLIES; | K |
| | SUMMARY-CONSTABLE, PCT. #2 | | 2 | TOTAL CHANGES | | .00 | | |
| 2005 010-697-456 | EQUIPMENT/PARTS/RE | 06/24/2005 | 2K5R18 | 2,225.00 | 3,225.00 | 1,000.00 | MOVE FUNDS FROM R&B#2 | CARRY K |
| | EXPENSE SUMMARY-ENV ENFORCEMT | | 1 | TOTAL CHANGES | | 1,000.00 | | |
| 2005 015-370-200 | PCT 3 SALE OF ASSE | 06/24/2005 | 2K5R18 | .00 | 203,650.00- | 203,650.00- | RECORD CK MUSTANG;SALE | 2 MO K |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 203,650.00- | | |
| 2005 015-622-100 | PCT 2 BUDGET CARRY | 06/24/2005 | 2K5R18 | 28,317.61 | 27,317.61 | 1,000.00- | MOVE FUNDS TO ENVIRON. | ENFOR K |
| | PRECINCT #2 - ROAD & BRIDGE | | 1 | TOTAL CHANGES | | 1,000.00- | | |
| 2005 015-623-105 | SALARIES | 06/24/2005 | 2K5R18 | 320,169.86 | 316,169.86 | 4,000.00- | MOVE FUNDS TO PART-TIME SAL | K |
| 2005 015-623-108 | SALARIES - PART/TTI | 06/24/2005 | 2K5R18 | 7,826.85 | 11,826.85 | 4,000.00 | MOVE FUNDS FROM SALARIES;B. | K |
| 2005 015-623-571 | ROAD MACHINERY/EQU | 06/24/2005 | 2K5R18 | 205,824.85 | 409,474.85 | 203,650.00 | RECORD CK MUSTANG;SALE | 2 MO K |
| | PRECINCT #3 EXPENSE SUMMARY | | 3 | TOTAL CHANGES | | 203,650.00 | | |
| 2005 015-700-010 | TRANSFER TO GENERA | 06/24/2005 | 2K5R18 | .00 | 1,000.00 | 1,000.00 | MOVE FUNDS TO ENVIRON. | ENFOR K |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 1,000.00 | | |

| ACCOUNT NUMBER | ACCOUNT NAME | DATE | AMDMT NUMBER | OLD BUDGET AMOUNT | AMENDED BUDGET AMOUNT | DESCRIPTION | AMOUNT OF CHANGE | CLK |
|------------------|--------------------------------|------------|------------------|-------------------|-----------------------|-----------------------------|------------------|-----|
| 2005 010-370-015 | TRANSFER FROM ROAD | 06/30/2005 | 2K5R18 | 1,000.00- | 1,500.00- | MOVE FUNDS FROM R&B4 TO ENV | 500.00- | K |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | | 500.00- | |
| 2005 010-455-351 | EQUIPMENT MAINTENA | 07/01/2005 | 2K5R18 | 750.00 | 650.00 | MOVE FUNDS TO TRAVEL;D.LONG | 100.00- | K |
| 2005 010-455-427 | TRAVEL/TRAINING | 07/01/2005 | 2K5R18 | 1,248.00 | 1,348.00 | MOVE FUNDS FROM EQUIP.MAINT | 100.00 | K |
| | EXPENSE SUMMARY - JP #1 | | TOTAL AMENDMENTS | 2 | TOTAL CHANGES | | .00 | |
| 2005 010-458-105 | SALARIES | 06/30/2005 | 2K5R18 | 21,383.61 | 20,183.61 | MOVE FUNDS TO P/T SALARIES; | 1,200.00- | K |
| 2005 010-458-108 | SALARIES /PART-TIM | 06/30/2005 | 2K5R18 | 6,656.63 | 7,856.63 | MOVE FUNDS FROM SALARIES;S. | 1,200.00 | K |
| | EXPENSE SUMMARY JP #4 | | TOTAL AMENDMENTS | 2 | TOTAL CHANGES | | .00 | |
| 2005 010-512-105 | SALARIES | 07/01/2005 | 2K5R18 | 569,709.29 | 580,845.79 | MOVE FUNDS FROM SHERIFF;M.N | 11,136.50 | K |
| 2005 010-512-201 | SOCIAL SECURITY | 07/01/2005 | 2K5R18 | 46,073.05 | 46,924.98 | MOVE FUNDS FROM SHERIFF;M.N | 851.93 | K |
| 2005 010-512-203 | RETIREMENT | 07/01/2005 | 2K5R18 | 40,438.89 | 41,217.33 | MOVE FUNDS FROM SHERIFF;M.N | 778.44 | K |
| 2005 010-512-204 | WORKERS COMPENSATI | 07/01/2005 | 2K5R18 | 29,556.80 | 30,306.71 | MOVE FUNDS FROM SHERIFF;M.N | 749.91 | K |
| 2005 010-512-206 | UNEMPLOYMENT INSUR | 07/01/2005 | 2K5R18 | 1,716.38 | 1,747.56 | MOVE FUNDS FROM SHERIFF;M.N | 31.18 | K |
| | EXPENSE SUMMARY - JAIL | | TOTAL AMENDMENTS | 5 | TOTAL CHANGES | | 13,547.96 | |
| 2005 010-560-105 | SALARIES | 07/01/2005 | 2K5R18 | 1,209,674.98 | 1,198,538.48 | MOVE FUNDS TO JAIL BUDGET | 11,136.50- | K |
| 2005 010-560-201 | SOCIAL SECURITY | 07/01/2005 | 2K5R18 | 100,349.81 | 99,497.88 | MOVE FUNDS TO JAIL;M.NETTLE | 851.93- | K |
| 2005 010-560-203 | RETIREMENT | 07/01/2005 | 2K5R18 | 89,513.11 | 88,734.67 | MOVE FUNDS TO JAIL;M.NETTLE | 778.44- | K |
| 2005 010-560-204 | WORKERS COMPENSATI | 07/01/2005 | 2K5R18 | 55,103.55 | 54,353.64 | MOVE FUNDS TO JAIL;M.NETTLE | 749.91- | K |
| 2005 010-560-206 | UNEMPLOYMENT INSUR | 07/01/2005 | 2K5R18 | 3,631.45 | 3,600.27 | MOVE FUNDS TO JAIL;M.NETTLE | 31.18- | K |
| | EXPENSE SUMMARY - SHERIFF DEPT | | TOTAL AMENDMENTS | 5 | TOTAL CHANGES | | 13,547.96- | |
| 2005 010-697-300 | UNIFORMS | 07/01/2005 | 2K5R18 | 350.00 | 650.00 | MOVE FUNDS FROM SUBSCRIPTIO | 300.00 | K |
| 2005 010-697-456 | EQUIPMENT/PARTS/RE | 06/30/2005 | 2K5R18 | 3,225.00 | 3,725.00 | MOVE FUNDS FROM R&B4;T.OVER | 500.00 | K |
| 2005 010-697-480 | SUBSCRIPTIONS | 07/01/2005 | 2K5R18 | 450.00 | 150.00 | MOVE FUNDS TO UNIFORMS;J.BA | 300.00- | K |
| | EXPENSE SUMMARY-ENV ENFORCMT | | TOTAL AMENDMENTS | 3 | TOTAL CHANGES | | 500.00 | |
| 2005 015-624-100 | PCT 4 BUDGET CARRY | 06/30/2005 | 2K5R18 | 20,342.73 | 19,442.73 | MOVE FUNDS TO UNIFORMS;T.OV | 900.00- | K |
| 2005 015-624-100 | PCT 4 BUDGET CARRY | 06/30/2005 | 2K5R18 | 19,442.73 | 18,942.73 | MOVE FUNDS TO GEN.FUND-ENVI | 500.00- | K |
| 2005 015-624-300 | UNIFORMS | 06/30/2005 | 2K5R18 | 3,500.00 | 4,400.00 | MOVE FUNDS FROM CARRYOVER;T | 900.00 | K |
| | PRECINCT #4 EXPENSE SUMMARY | | TOTAL AMENDMENTS | 3 | TOTAL CHANGES | | 500.00- | |
| 2005 015-700-010 | TRANSFER TO GENERA | 06/30/2005 | 2K5R18 | 1,000.00 | 1,500.00 | MOVE FUNDS TO ENVIRON.ENFOR | 500.00 | K |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | | 500.00 | |

✓ #13

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*Budget Amendment # 2005-18a
7-12-05*

AMENDMENT CHANGES BY FUND

| FUND DESCRIPTION | INCREASE/DECREASE |
|-----------------------|-------------------|
| 010 GENERAL FUND | 252,076.12 |
| 015 ROAD & BRIDGE ADM | 51,125.00- |

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

| ACCOUNT NUMBER | ACCOUNT NAME | DATE | AMEND NUMBER | OLD BUDGET AMOUNT | NEW BUDGET AMOUNT | AMOUNT OF CHANGE | DESCRIPTION | CLK |
|------------------|--------------------------------|------------|--------------|-------------------|-------------------|------------------|--------------------------------|-----|
| 2005 010-370-455 | GRANT-TRAPPIC CONV | 07/12/2005 | 2K5A18 | .00 | 1,420.00- | 1,420.00- | AMEND FOR GRANT FUNDS RECHI X | |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 1,420.00- | | |
| 2005 010-342-300 | MISCELLANEOUS REVR | 07/12/2005 | 2K5A18 | 12,000.00- | 19,593.83- | 6,593.83- | AMEND FOR FUNDS RECEIVED PC K | |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 6,593.83- | | |
| 2005 010-560-575 | VEHICLES | 07/12/2005 | 2K5A19 | .00 | 258,665.00 | 258,665.00 | AMEND FOR COURT APPROVAL; PO K | |
| 2005 010-560-575 | VEHICLES | 07/12/2005 | 2K5A18 | 258,665.00 | 260,089.95 | 1,424.95 | AMEND FOR COURT APPROVAL; MI K | |
| | EXPENSE SUMMARY - SHERIFF DEPT | | 2 | TOTAL CHANGES | | 250,089.95 | | |
| 2005 015-364-300 | SALE OF SURPLUS 5C | 07/12/2005 | 2K5A18 | 10,184.00- | 71,309.00- | 61,125.00- | AMEND FOR PCT #) SALE OF MO X | |
| | TOTAL AMENDMENTS | | 1 | TOTAL CHANGES | | 61,125.00- | | |

07/12/2005 11:46:50

REPORT OF GENERAL LEDGER AMENDMENTS

081122 PAGE 1

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------|
| 010 GENERAL FUND | 28.82 |
| | ----- |
| TOTAL OF ALL FUNDS | 28.82 |


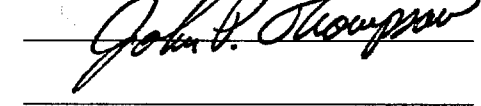
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

| FUND | DESCRIPTION | DISBURSEMENTS |
|------|------------------------------|---------------|
| 010 | GENERAL FUND | 5,885.65 |
| 015 | ROAD & BRIDGE ADM | 1,646.85 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 460.00 |
| | TOTAL OF ALL FUNDS | 7,992.50 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 569

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|------------------------------|---------------|
| 010 | GENERAL FUND | 48,241.93 |
| 015 | ROAD & BRIDGE ADM | 12,562.40 |
| 027 | SECURITY | 406.79 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 561.68 |
| 051 | AGING | 1,387.09 |
| 083 | MUSEUM OPERATING FUND | 119.00 |
| 101 | ADULT SUPERVISION | 8,883.66 |
| 185 | CCAP - JUVENILE PROBATION | 4,081.52 |
| TOTAL OF ALL FUNDS | | 76,244.07 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 570

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|------------------------------|---------------|
| 010 | GENERAL FUND | 40,826.55 |
| 015 | ROAD & BRIDGE ADM | 10,095.77 |
| 027 | SECURITY | 314.82 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 538.70 |
| 051 | AGING | 905.61 |
| 083 | MUSEUM OPERATING FUND | 82.13 |
| 101 | ADULT SUPERVISION | 7,517.77 |
| 185 | CCAP - JUVENILE PROBATION | 3,300.69 |
| TOTAL OF ALL FUNDS | | 63,582.04 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

AC 14571

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|------------------------------|---------------|
| 010 | GENERAL FUND | 128,651.04 |
| 015 | ROAD & BRIDGE ADM | 35,913.93 |
| 027 | SECURITY | 1,224.68 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 1,481.73 |
| 051 | AGING | 3,896.55 |
| 083 | MUSEUM OPERATING FUND | 345.92 |
| 101 | ADULT SUPERVISION | 22,064.67 |
| 185 | CCAP - JUVENILE PROBATION | 10,041.48 |
| TOTAL OF ALL FUNDS | | 203,620.00 |

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 | 62.81 |
| | ----- |
| TOTAL OF ALL FUNDS | 62.81 |

ACH 572

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 573

| FUND DESCRIPTION | DISBURSEMENTS |
|-----------------------|---------------|
| 010 GENERAL FUND | 2,124.59 |
| 015 ROAD & BRIDGE ADM | 415.85 |
| | ----- |
| TOTAL OF ALL FUNDS | 2,540.44 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------|
| 010 GENERAL FUND | 258,665.00 |
| | ----- |
| TOTAL OF ALL FUNDS | 258,665.00 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|------|------------------------------|---------------|
| 010 | GENERAL FUND | 3,899.84 |
| 015 | ROAD & BRIDGE ADM | 918.62 |
| 027 | SECURITY | 57.51 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 33.71 |
| 051 | AGING | 84.30 |
| 083 | MUSEUM OPERATING FUND | 6.94 |
| 101 | ADULT SUPERVISION | 1,685.37 |
| 184 | JUVENILE PROBATION | 25.20 |
| 185 | CCAP - JUVENILE PROBATION | 857.00 |
| | TOTAL OF ALL FUNDS | 7,568.49 |

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 | 14,842.06 |
| | ----- |
| TOTAL OF ALL FUNDS | 14,842.06 |

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

B. L. DOCKENS

COUNTY AUDITOR

B. L. Dockens

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|------|------------------------------|---------------|
| 010 | GENERAL FUND | 100,210.50 |
| 011 | HOTEL OCCUPANCY TAX FUND | 5,370.46 |
| 015 | ROAD & BRIDGE ADM | 462,274.02 |
| 027 | SECURITY | 65.37 |
| 040 | LAW LIBRARY FUND | 65.95 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 1,042.44 |
| 051 | AGING | 6,462.82 |
| 093 | CO CLERK RECORDS MGMT FUND | 824.99 |
| | TOTAL OF ALL FUNDS | 576,316.55 |


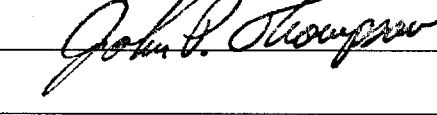
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

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ADDENDUM
SCHEDULE OF BILLS FOR
JULY 12, 2005
FY2005

INTERNATIONAL PAPER CO.
MYERS, RAY
SANDERS, LARRY
TOTAL

| | | |
|----|---------------|--------------|
| \$ | 476.00 | R&B#4 |
| \$ | 350.00 | CONSTABLE #3 |
| \$ | 55.00 | TAX OFFICE |
| \$ | <u>881.00</u> | |



#15

DATE: JUNE 29 THROUGH JULY 12, 2005

COPY

| NO. | EMPLOYEE | DEPT | JOB DESCRIPTION | TYPE OF EMPLOYMENT | GROUP | STEP & WAGE | ACTION TAKEN |
|------|--------------------------------|-------------------------|--|------------------------------|-----------------|------------------------|--|
| (2) | BARBARA LYNN PURVIS | COUNTY CLERK | 503 - PROBATE CLERK | REGULAR FULL-TIME | 1203 | \$20,353.23 | RESIGNATION EFFECTIVE 07/12/2005 |
| (3) | JOSHUA ALAN NELSON | ROAD & BRIDGE, PCT. # 3 | 109 - LIGHT EQUIPMENT OPERATOR | REGULAR FULL-TIME | 1401 | \$21,383.61 | RESIGNATION EFFECTIVE 06/28/2005 |
| (4) | RODNEY GLENN WALKER | ROAD & BRIDGE, PCT. # 2 | 109 - LIGHT EQUIPMENT OPERATOR | REGULAR FULL-TIME | 1403 | \$22,466.16 | EMERGENCY TRANSFER TO R&B, PCT. #3, REG FT, 109 - LIGHT EQUIPMENT OPERATOR (14/03) (\$22,466.16) EFFECTIVE 07/05/2005 |
| (5) | DARRYL WYMANE DAVIS | SHERIFF | 1007 - DEPUTY SHERIFF (PART-TIME) | REGULAR FULL-TIME | 1702 | \$26,448.40 | EMERGENCY TRANSFER EFFECTIVE 07/08/2005 |
| (6) | HELEN L. BOHANNON | EXTENSION OFFICE | 103 - SECRETARY II | REGULAR FULL-TIME | 1201 | \$19,372.50 | RESIGNATION EFFECTIVE 07/29/2005 |
| (7) | LARISA DANETTE CLACK | COUNTY CLERK | 105 - DEPUTY CLERK | REGULAR FULL-TIME | 1101 | \$18,439.02 | RESIGNATION EFFECTIVE 07/07/2005 |
| (8) | SARAH LEE CHANCE | COUNTY CLERK | 1045 - COMPUTER RECORDS SPECIALIST | REGULAR FULL-TIME | 1301 | \$20,353.23 | RECLASSIFIED TO 0106 COURT CLERK (14/01) (\$21,383.61) EFFECTIVE 07/13/2005 |
| (9) | | | | | | | |
| (10) | | | | | | | |
| (11) | | | | | | | |
| (12) | | | | | | | |
| (13) | | | | | | | |
| (14) | | | | | | | |
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| (22) | | | | | | | |
| (23) | | | | | | | |

Delete

Revised

Item # 16

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Newton County, Texas & Newton County Public Facility Corporation (hereinafter "Contractor") and

Polk County, (hereinafter) ("County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in it's jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992)(formerly Article 4413(32c), Tex. Rev. Div. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for the by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through it's Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the county directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The Contractor is solely responsible for the transportation of its inmates to and from the Contractor's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The Contractor is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 **SPECIAL PROGRAMS**: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY**: The Contractor shall provide the detention services described herein at the Newton County Correctional Center in Newton, Texas, which is operated by Correctional Services Corporation.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is thirty-five dollars (\$35.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Newton County Correctional Center and shall be remitted to:

Newton County Correctional Center
Rt 3 Box 22 Hwy 87 North
Newton, Texas 75966

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

TERM OF AGREEMENT

3.01 **PRIMARY TERM**: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to received notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATIONS WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the county shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there is sufficient funds from current revenues available to the County to meet its obligations under this agreement.

Signature and Execution:

By: _____
Polk County Judge

By: _____
Truman Dougharty, Newton County Judge

Date Signed: _____

Date Signed: _____

Polk County Auditor

Esther Rae Davis, Newton County Auditor

Polk County Sheriff

Joe Walker, Newton County Sheriff

Date Approved: _____

Date Approved: _____

ATTEST:

ATTEST:

Polk County Clerk

Mary Cobb, Newton County Clerk

Item #17

COMMISSIONERS COURT
AGENDA
JULY 12, 2005

| COMMISSIONERS COURT | | | | | | | | | |
|---|-----|-----------|-----|------|---------|----------|------------------|---------|--|
| REQUEST APPROVAL OF THE FOLLOWING CORRECTION TO THE MSAG. | | | | | | | | | |
| STREET | PCT | CITY ROAD | LOW | HIGH | MILEAGE | COMMENTS | | | |
| CCC RD | 4 | | T | 916 | 1805 | 1.7050 | MSAG CORR-EXTEND | CITY RD | |

Approved by Commissioners Court
July 12, 2005

