



POLK COUNTY COMMISSIONERS COURT

April 11, 2006

10:00 A.M.

2006-037

Polk County Courthouse, 3rd floor

Livingston, Texas

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.
 - Nancy Smith – Texas Highway Department – Bridge Inspection and Off System Bridge Replacement
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 28, 2006.
5. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2006-08, "PURCHASE OF TWO (2) INVESTIGATOR VEHICLES, DISTRICT ATTORNEY'S OFFICE, WITH TRADE-IN OF ONE (1) USED VEHICLE".
6. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-09, "PURCHASE OF ONE (1) ENVIRONMENTAL ENFORCEMENT VEHICLE".
7. CONSIDER RECEIPT AND DISPURSEMENT OF FEMA - HURRICANE RITA REIMBURSEMENT TO DATE.
8. CONSIDER APPROVAL OF ORDER ADOPTING COUNTY ROAD MAP PURSUANT TO CHAPTER 258 OF THE TEXAS TRANSPORTATION CODE.
9. CONSIDER APPROVAL TO ACCEPT OFFERS ON TAX FORCLOSURE PROPERTIES:

(PCT. 1) ~~WITHDRAWN~~ *Withdrawn*

LOTS 153 & 155, FORESTER'S RETREAT #1, CAUSE #94-434, TAX ACCT. NOS. F0600014700 & F0600014900; LOTS 32 - 36, BLOCK 3; AND LOTS 5 & 6, BLOCK 5; ALL IN LAKELAND HIDEAWAY #1, CAUSE #99-112 & #97-017, TAX ACCT. NOS. L0500007300 & L0500011300;

LOT 12, BLOCK 5, NUGENTS COVE #1, CAUSE #98-061, TAX ACCT. NO. N1000011500 AND LOTS 156 & 197, OAK TERRACE #8, CAUSE #96-142 & #96-143, TAX ACCT. NOS. O0300035600 & O0300039600.

(PCT. 4)

LOTS 73 - 82, SECTION 8; LOTS 336, 337, 338 & 339, SECTION 12; LOTS 152, 154, 198, 200, 202, 204, 257, 258, 259, 260, 263 - 271, 286 & 287, SECTION 16; BIG THICKET LAKE ESTATES, CAUSE #99-102, #T03-138, #T03-123, #T03-131, #T03-132, #T03-139 & #T03-134, TAX ACCOUNT NOS. B0600046400, B0600052500, B0600053500, B0600055100, B0600055200, B0600055400 & B0600056100;

LOTS 102 & 103, CRYSTAL LAKES #3, CAUSE #T05-079 & #99-123, TAX ACCT. NOS. C2400028600 & C2400028700.
10. CONSIDER APPROVAL TO RESCIND THE MOTION PASSED ON MARCH 28TH, CONCERNING THE CONSOLIDATION OF ELECTION PRECINCTS FOR THE MAY 13, 2006, LOCAL OPTION ELECTION, AND RATIFY THE ORIGINAL ORDER PASSED ON FEBRUARY 28, 2006, CALLING THE ELECTION AND DESIGNATING THE LIST OF (20) ELECTION PRECINCTS.
11. CONSIDER APPROVAL OF RENEWAL OF LEASE AGREEMENT FOR PARKING AREA AT SEARS STORE, LOCATED ADJACENT TO COURTHOUSE.
12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH GOODRICH I.S.D. FOR THE DISTRICT'S USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.

- 13. CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LETTER OF WAIVER FOR PAYMENT IN LIEU OF TAXES (PILOT) TO THE HOUSING AUTHORITY OF THE CITY OF LIVINGSTON.
- 14. CONSIDER APPROVAL OF ORDER DECLARING SURPLUS PROPERTY; AS 400 - 720 & AS 400 - 310 IBM COMPUTERS.
- 15. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF SURPLUS PROPERTY.
- 16. CONSIDER APPROVAL OF AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF HUNTSVILLE FOR LANDFILL SERVICES.
- 17. CONSIDER COMMITTEE APPOINTMENTS TO SERVE AS COUNTY FACILITY STUDY GROUP.
- 18. CONSIDER APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE NEW OR USED RUBBER TIRE ROLLER PACKER FOR PRECINCT 1.
- 19. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR #2006-12.
- 20. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- 21. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- 22. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

RECESS

23. (RECONVENE)

- * • To meet at the Polk County Office Annex to tour the facility.

ADJOURN

*Rescheduled
at a later date.*

By: John P. Thompson, County Judge

John P. Thompson

Posted: April 5, 2006

I 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, April 05, 2006 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY:

Shelana Walker (Deputy)

FILED FOR RECORD

2006 APR -5 A 9:52

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK



April 11, 2006
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting #2006-037

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 11, 2006 at 10:00 A.M.

AMEND TO READ;

- * 12. **CONSIDER APPROVAL OF INTERLOCAL AGREEMENT/S AND ADDENDUMS THERETO WITH GOODRICH I.S.D., CITY OF LIVINGSTON AND ANY/ALL APPLICABLE ENTITIES FOR THE USE OF CERTAIN COUNTY VOTING EQUIPMENT AND SERVICES.**

AMEND TO ADD;

- 24. **DISCUSSION AND ANY/ALL NECESSARY ACTION RELATING TO COUNTY MINING ON PRIVATE LAND.**
- 25. **CONSIDER APPROVAL OF COUNTY, AS FISCAL AGENT, APPLYING FOR CONTINUING GRANT FUNDING FOR PROGRAMS PROVIDED IN POLK COUNTY BY ALCOHOL AND DRUG ABUSE COUNCIL OF DEEP EAST TEXAS.**
- 26. **CONSIDER APPROVAL OF TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM HURRICANE RITA DISASTER CONTRACT #1000600 "OWNER-OCCUPIED HOUSING ASSISTANCE", INCLUDING RELATED CONTRACT FORMS.**
- 27. **RATIFY INTERGOVERNMENTAL SERVICE AGREEMENT WITH U.S. MARSHALS SERVICE FOR THE HOUSING OF FEDERAL PRISONERS AT THE IAH DETENTION FACILITY.**
- 28. **CONSIDER RENEWAL WITH ANGELINA COUNTY AND CITIES HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES.**

Dated: Friday, April 7, 2006.

Commissioners Court of Polk County, Texas
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, April 7, 2006 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY Schelana Walker, Deputy

FILED FOR RECORD

2006 APR -7 P 4:20

BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: APRIL 11, 2006

COUNTY OF POLK §

REGULAR MEETING

All members - Present

COMMISSIONERS COURT
AGENDA POSTING #2006 - 037

BE IT REMEMBERED ON THIS THE 11th DAY OF APRIL, 2006
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, RONNIE VINCENT - 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 BOB DOCKENS, COUNTY AUDITOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY KENNETH HAMBRICK.

2. PUBLIC COMMENTS:
 - A. BARBARA WAGSTAFF REPORTED THAT STRAY DOGS WERE ON HER FARM PROPERTY, AS WELL AS HER HOME ON OLD WOODVILLE ROAD.
 - B. DEBBIE HARLOW OF THE S.P.C.A. GAVE A REMINDER OF THE DOG & WILD ANIMAL LAWS OF THE HEALTH & SAFETY CODE.

3. INFORMATIONAL REPORTS:
 - A. JUDGE THOMPSON REPORTED THE PASSING OF MARCIA COOK'S MOTHER, DORIS NELSON. THE SERVICE WILL BE TODAY AT 1:00 PM AT THE FIRST UNITED METHODIST CHURCH.
 - B. JUDGE THOMPSON GAVE COMMENTS CONCERNING THE PIECE OF PROPERTY PURCHASED RECENTLY THAT ADJOINS THE POLK COUNTY PEACE OFFICERS TRAINING FACILITY. HE SAID ALL HAD BEEN CLEARED AND REPLANTED WITH NEW TREES THANKS TO INTERNATIONAL PAPER COMPANY & THE INMATE TRUSTEES LABOR.
 - C. COMMISSIONER WILLIS INQUIRED ABOUT THE FUND BALANCE FROM 2005. HE ASKED THE AUDITOR WHEN WILL THE FINAL FIGURES BE AVAILABLE FROM THE AUDIT.
 - D. COUNTY CLERK REMINDED EVERYONE OF THE REPUBLICAN & DEMOCRATIC PRIMARY RUN-OFF ELECTIONS BEING HELD TODAY, 7:00 AM TO 7:00 PM.

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE MINUTES FOR THE REGULAR MEETING ON MARCH 28, 2006.
ALL VOTING YES.

5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID #2006-08 TO COLUMBUS COUNTRY DODGE FOR THE PURCHASE OF TWO(2) DODGE VEHICLES FOR THE DISTRICT ATTORNEY'S OFFICE, INCLUDING THE TRADE-IN OF ONE (1) USED VEHICLE, IN THE AMOUNT OF \$42,722.00.
ALL VOTING YES.

6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AWARD BID #2006-09 TO JOHN HILDEREBRAND'S CALDWELL COUNTRY OF CALDWELL, TEXAS FOR THE PURCHASE OF ONE (1) NEW CHEVROLET VEHICLE IN THE AMOUNT OF \$24,343.00. FOR POLK COUNTY ENVIRONMENTAL OFFICER.
ALL VOTING YES.
7. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE RECEIPT AND DISBURSEMENT OF FEMA-HURRICANE RITA REIMBURSEMENT TO DATE, \$573,038.30, INCLUDING DISTRIBUTION OF 100% TO EACH COMMISSIONER'S PRECINCT BUDGETS.
ALL VOTING YES. (SEE ATTACHED)
- * 8. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE "ORDER" ADOPTING COUNTY ROAD MAP PURSUANT TO IMPLEMENTATION OF HB 1117, § CHAPTER 258, OF THE TEXAS TRANSPORTATION CODE, EVIDENCED BY A JURY OF VIEW, PRESIDED BY BOB BASS ATTORNEY OF ALLISON-BASS OF AUSTIN.
ALL VOTING YES. (SEE ATTACHED)
9. **PRECINCT #1 – TAX FORECLOSURE PROPERTIES**
MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ACCEPT OFFERS TO PURCHASE THE FOLLOWING PROPERTIES;
LOT 155, FORESTER'S RETREAT #1, CAUSE #94-434, TAX ACCT.NOS. F0600014900;
LOTS 32 – 36, BLOCK 3, and LOTS 5 & 6, IN LAKELAND HIDEAWAY #1, CAUSE #99-112 & #97-017, TAX ACCT.NOS. L050007300 & L05000011300;
LOT 12, BLOCK 5, NUGENTS COVE #1, CAUSE #98-061, TAX ACCT NO. N1000011500 and LOTS 156 & 197, OAK TERRACE #8, CAUSE #96-142 & #96-143, TAX ACCT.NOS. O0300035600 & O0300039600.
ALL VOTING YES.
- PRECINCT #4 – TAX FORECLOSURE PROPERTIES**
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ACCEPT OFFERS TO PURCHASE THE FOLLOWING PROPERTIES;
LOTS 73 – 82, SECTION 8; LOTS 336, 337, 338, & 339, SECTION 12;
LOTS 152, 154, 198, 200, 202, 204, 257, 258, 259, 260, 263 – 271, 286 & 287, SECTION 16, BIG THICKET LAKE ESTATES, CAUSE #99-102, #T03-138, #T03-123, #T03-138, #T03-123, #T03-131, #T03-132, #T03-139, & #T03-134, TAX ACCT. NOS. B0600046400, B0600052500, B0600053500, B0600055100, B0600055200, B0600055400 & B0600056100;
LOTS 102 & 103, CRYSTAL LAKES #3, CAUSE #T05-079 & #99-123, TAX ACCT. NOS. C2400028600 & C2400028700.
ALL VOTING YES.
10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO RESCIND THE PREVIOUS MOTION PASSED ON MARCH 28, 2006 CONCERNING THE CONSOLIDATION OF ELECTION PRECINCTS FOR THE MAY 13, 2006 "LOCAL OPTON ELECTION" AND RATIFY THE ORIGINAL "ORDER" PASSED ON FEBRUARY 28, 2006, CALLING THE ELECTION, AND DESIGNATING THE LIST OF (20) ELECTION PRECINCTS.
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE RENEWAL OF LEASE AGREEMENT FOR PARKING AREA AT SEARS STORE LOCATED ADJACENT TO COURTHOUSE.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE INTERLOCAL AGREEMENT/S AND ADDENDUMS THERETO WITH GOODRICH I.S.D., CITY OF LIVINGSTON AND ANY/ALL OTHER APPLICABLE ENTITIES FOR THE USE OF CERTAIN COUNTY VOTING EQUIPMENT & SERVICES.
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE "RESOLUTION" AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LETTER OF WAIVER FOR PAYMENT IN LIEU OF TAXES (PILOT) TO THE CITY OF LIVINGSTON HOUSING AUTHORITY.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE "ORDER" DECLARING SURPLUS PROPERTY; IBM COMPUTERS AS 400-720 AND AS 400-310, AS REQUESTED BY DATA PROCESSING MANAGER STEVE HULLIHEN.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADVERTISE FOR BIDS FOR THE SALE OF SURPLUS PROPERTY, IBM COMPUTERS AS STATED.
ALL VOTING YES.
16. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE "AMENDED" AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF HUNTSVILLE FOR LANDFILL SERVICES.
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPOINT COMMITTEE MEMBERS TO SERVE ON A COUNTY FACILITY STUDY GROUP, AS FOLLOWS;
PCT #1 – DIANE HARLAN
PCT #2 - KELLY RITCH
PCT #3 – JAKE SHERMAN
PCT #4 – DICK GRANT
JUDGE THOMPSON – JACK JACKSON
MEMBERS AT LARGE, RUTH HOLLENBECK, JUDY COCHRAN, JIM WRIGHT, DEBRA NELSON, & DEBBIE CLACK, WITH BOB ZEIGLER CHAIRING COMMITTEE.
ALL VOTING YES.
18. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADVERTISE FOR BIDS TO PURCHASE NEW OR USED RUBBER TIRE ROLLER PACKER FOR PRECINCT #1.
ALL VOTING YES.
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE BUDGET REVISIONS #2006-12, AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO "DELETE" ITEM #20 – BUDGET AMENDMENTS, AS NONE WERE SUBMITTED.
ALL VOTING YES.

21. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPROVAL AND PAYMENT OF BILLS, BY SCHEDULE INCLUDING ADDENDUM. ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
3/21/06	\$3,082.44	198044 - 198061
3/23/06	\$4,950.84	ACH 690
3/23/06	\$36,712.12	ACH 691
3/23/06	\$8,585.68	ACH 692
3/23/06	\$24,403.23	ACH 693
3/23/06	\$218,080.79	ACH 694
3/23/06	\$3,022.91	ACH 695
3/23/06	\$10,737.71	198062 - 198070
3/28/06	\$83,229.34	ACH 696
3/28/06	\$138,257.00	198071 - 198073
3/28/06	\$67,040.93	198074 - 198110
3/28/06	\$17,021.72	198111 - 198131
3/30/06	\$250.00	198132
4/03/06	\$15,315.06	198133 - 198140
4/03/06	\$138,984.49	198141 - 198277
4/03/06	\$8,989.28	198278 - 198299
4/11/06	\$19,234.00	Addendum (To appear on future schedule)
TOTAL	\$797,897.54	

22. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE PERSONNEL ACTION FORMS. ALL VOTING YES.. (SEE ATTACHED)

23. MEETING AT THE POLK COUNTY OFFICE ANNEX TO BE RESCHEDULED AT A LATER DATE.

24. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO "TABLE" THIS ITEM "CONSIDER ACTION RELATING TO COUNTY MINING ON PRIVATE LAND". ALL VOTING YES.

25. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, APPROVAL OF COUNTY, AS FISCAL AGENT, IN APPLYING FOR CONTINUING GRANT FUNDING FOR PROGRAMS PROVIDED IN POLK COUNTY BY ALCOHOL AND DRUG ABUSE COUNCIL OF DEEP EAST TEXAS. ALL VOTING YES.

26. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM, HURRICANE RITA DISASTER CONTRACT #1000600 "OWNER-OCCUPIED HOUSING ASSISTANCE", INCLUDING RELATED CONTRACT FORMS. ALL VOTING YES. (SEE ATTACHED)

27. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO RATIFY INTERGOVERNMENTAL SERVICE AGREEMENT WITH U.S. MARSHALS SERVICE FOR THE HOUSING OF FEDERAL PRISONERS AT THE IAH DETENTION FACILITY.
ALL VOTING YES. (SEE ATTACHED)

28. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE RENEWAL WITH ANGELINA COUNTY AND CITIES HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES.
ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 11th DAY OF APRIL, 2006 AT 11:00 AM.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2006\APR 11.wpd

Item # 7

Budget Amendments
#2006-12(A)

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	50,000.00-
015 ROAD & BRIDGE ADM	.00
034 FEMA DISASTER FUNDS	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



Amendments approved in Commissioners' Court
4-11-06

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CLX
04/13/2006			AMOUNT	AMOUNT	AMOUNT		
2006 010-370-034	TRANSFER FROM FEMA	04/13/2006	69,974.38			AMEND FEMA REIMBURSEMENT SH KP	
2006 010-370-034	TRANSFER FROM FEMA	04/13/2006	875.35			AMEND FEMA REIMBURSEMENT DI KP	
2006 010-370-034	TRANSFER FROM FEMA	04/13/2006	70,449.73			AMEND FEMA REIMBURSEMENT VA KP	
2006 010-370-034	TRANSFER FROM FEMA	04/13/2006	139,344.88			AMEND FEMA REIMBURSEMENT BK KP	
	TOTAL AMENDMENTS		4			139,364.88	
2006 010-475-491	FEMA REIMBURSEMENT	04/13/2006	875.35			AMEND FEMA REIMBURSEMENT DI KP	
	EXPENSE SUMMARY - DIST AITY		1			875.35	
2006 010-511-450	REPAIR/REPLACEMENT	04/13/2006	137,731.61			AMEND FEMA REIMBURSEMENT VA KP	
	MAINTENANCE - ENGINEERING		1			750.00	
	TOTAL AMENDMENTS		1			750.00	
2006 010-560-490	MISCELLANEOUS	04/13/2006	2,000.00			AMEND FEMA REIMBURSEMENT SH KP	
	EXPENSE SUMMARY - SHELTER DEPT		1			69,974.38	
2006 010-595-493	HURRICANE EXPENSES	04/13/2006	50,000.00			AMEND FEMA REIMBURSEMENT BK KP	
2006 010-595-493	HURRICANE EXPENSES	04/13/2006	117,765.15			AMEND FEMA REIMBURSEMENT BK KP	
	EXPENSE SUMMARY - EMERG MGMT		2			17,765.15	
2006 015-330-621	R&B PCT 1 - FEMA P	04/13/2006	28,931.15			AMEND FOR FEMA REIMBURSEMENT KP	
2006 015-330-622	R&B PCT 2 - FEMA P	04/13/2006	60,792.33			AMEND FEMA REIMBURSEMENT R& KP	
2006 015-330-623	R&B PCT 3 - FEMA P	04/13/2006	79,736.56			AMEND FEMA REIMBURSEMENT R& KP	
2006 015-330-624	R&B PCT 4 - FEMA P	04/13/2006	45,682.85			AMEND FEMA REIMBURSEMENT R& KP	
	TOTAL AMENDMENTS		4			215,142.89	
2006 015-621-490	MISCELLANEOUS	04/13/2006	28,931.15			AMEND FOR FEMA REIMBURSEMENT KP	
	PRECINCT #1 - EXPENSE SUMMARY		1			28,931.15	
2006 015-622-490	MISCELLANEOUS	04/13/2006	60,792.33			AMEND FEMA REIMBURSEMENT R& KP	
	PRECINCT #2 - ROAD & BRIDGE		1			60,792.33	
2006 015-623-490	MISCELLANEOUS	04/13/2006	79,736.56			AMEND FEMA REIMBURSEMENT R& KP	
	PRECINCT #3 EXPENSES SUMMARY		1			79,736.56	
2006 015-624-490	MISCELLANEOUS	04/13/2006	12,582.50			AMEND FEMA REIMBURSEMENT R& KP	
	PRECINCT #4 EXPENSES SUMMARY		1			43,682.85	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	28,931.15			AMEND FOR FEMA REIMBURSEMENT KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	89,723.48			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	169,460.04			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	215,142.89			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	285,117.27			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	285,922.62			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-330-105	HURRICANE RITA-COU	04/13/2006	286,742.62			AMEND FEMA REIMBURSEMENT R& KP	
	REVENUE SUMMARY - EMERG MGMT		5			354,507.77	
2006 034-700-010	TRANSFER TO GENERA	04/13/2006	69,974.38			AMEND FEMA REIMBURSEMENT SH KP	
2006 034-700-010	TRANSFER TO GENERA	04/13/2006	70,449.73			AMEND FEMA REIMBURSEMENT DI KP	
2006 034-700-010	TRANSFER TO GENERA	04/13/2006	71,599.73			AMEND FEMA REIMBURSEMENT VA KP	
2006 034-700-010	TRANSFER TO GENERA	04/13/2006	139,364.88			AMEND FEMA REIMBURSEMENT BK KP	
2006 034-700-015	TRANSFER TO ROAD &	04/13/2006	28,931.15			AMEND FOR FEMA REIMBURSEMENT KP	
2006 034-700-015	TRANSFER TO ROAD &	04/13/2006	89,723.48			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-700-015	TRANSFER TO ROAD &	04/13/2006	169,460.04			AMEND FEMA REIMBURSEMENT R& KP	
2006 034-700-015	TRANSFER TO ROAD &	04/13/2006	215,142.89			AMEND FEMA REIMBURSEMENT R& KP	

04/13/2006 16:47:29

ACCOUNT NUMBER ACCOUNT NAME

DATE

REPORT OF GENERAL LEDGER AMENDMENTS

AMEND NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
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TOTAL AMENDMENTS	8	TOTAL CHANGES	354,507.77		
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**POLK COUNTY - HURRICANE RITA
FEMA DR 3261 & FEMA DR 1606**

Polk County Applicant	3261 B Force Labor Account	Equipment Account	Materials Purchase	Contract Costs	Total	From FEMA	
						Percent Paid	Amount Received
Pct #1-Goodrich (JJM-044)	\$214.88	\$718.40			\$930.96	100%	\$930.96
Pct #2-Onalaska (JJM-044)			\$701.23		\$701.23	100%	\$701.23
Pct #3-Corrigan (JJM-044)	\$200.14	\$258.00	\$2,481.15		\$2,939.29	100%	\$2,939.29
Pct#4-Livingston (JJM-044)			\$433.89		\$433.89	100%	\$433.89

Polk County Applicant	1606 B Force Labor Account	Equipment Account	Materials Purchase	Contract Costs	Total	From FEMA	
						Percent Paid	Amount Received
Pct#1-Goodrich (JJM-057)	\$715.58	\$1,740.00	\$2,694.55		\$5,150.13	100%	\$5,150.13

Polk County Applicant	1606 A Force Labor Account	Equipment Account	Materials Purchase	Contract Costs	Total	From FEMA	
						Percent Paid	Amount Received
Pct #1-Goodrich (JJM-050)	\$4,608.23	\$23,780.20			\$28,388.43	100%	\$28,388.43
Pct #2-Onalaska (JJM-050)	\$17,538.88	\$59,941.10	\$150.00		\$77,629.78	100%	\$77,629.78
Pct #3-Corrigan (JJM-050)	\$18,283.76	\$71,208.03		\$1,505.38	\$90,997.18	100%	\$90,997.16
Pct #4-Livingston (JJM-050)	\$5,167.99	\$36,921.35		\$385.00	\$42,474.34	100%	\$42,474.34
Pct#3-Corrigan (JJM-051) *	\$12,000 \$458.00	\$4,712.00			\$5,168.00	75%	\$3,878.00
Pct #4-Livingston (JJM-051) *		\$10,580.15			\$10,580.15	75%	\$7,942.61

* Work went over the 30 day 100% limit

Polk County Applicant	1606 E Force Labor Account	Equipment Account	Materials Purchase	Contract Costs	Total	From FEMA	
						Percent Paid	Amount Received
Pct#3-Corrigan (JJM-043) **	\$3,508.80		\$5,925.72		\$9,434.52	75%	\$750.00
Pct#4 (JJM-064) ***				\$14,048.00	\$14,048.00		\$0.00
Pct #2 Office (JJM-068) ***				\$15,092.00	\$15,092.00		\$0.00

** FEMA paid 75% of insurance deductible (\$1,000.00) Insurance paid for materials

*** Buildings were covered under insurance

PRECINCT'S TOTALS *

	Force Labor Account	Equipment Account	Materials Purchase	Contract Costs	Total	TOTAL PAID BY FEMA
PRECINCT'S #1	\$5,535.37	\$26,236.60	\$2,694.55		\$34,466.52	\$34,466.52
PRECINCT'S #2	\$17,538.88	\$59,941.10	\$851.23		\$78,331.01	\$78,331.01
PRECINCT'S #3	\$18,999.89	\$76,178.03	\$2,481.15	\$1,505.38	\$99,104.45	\$97,812.45
PRECINCT'S #4	\$5,167.99	\$47,511.50	\$433.89	\$385.00	\$53,498.38	\$50,850.84

* Does not include category - E

TOTAL REIMBURSED BY FEMA \$261,460.82

RB#1 \$28,931.15
 RB#2 60,792.33
 RB#3 79,736.56
 RB#4 45,682.85

COPY

POLK COUNTY ~ HURRICANE RITA ~ FEMA DR 3261 & FEMA DR 1606

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Polk County	District - 3261 B	Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date P's sent to State	Date	Percent Paid	Received from State Amount	Admin Expense
		Emergency Management (JIM-048)	\$416.44		\$222.03		\$1,725.00	\$2,774.07	3/13/06	3/20/2006	100%	\$2,774.07	\$13.22
		Polk County Road & Bridges Pct #1-Geoduck (JIM-044)	\$214.98	\$716.40				\$931.38	3/13/06	3/20/2006	100%	\$931.38	
		Polk County Road & Bridges Pct #2-Onakata (JIM-044)	\$701.74	\$258.10	\$2,481.15			\$3,641.00	3/13/06	3/20/2006	100%	\$3,641.00	\$190.96
		Polk County Road & Bridges Pct #3-Corvum (JIM-044)	\$9,486.70	\$1,083.89	\$433.89			\$11,004.48	3/13/06	3/20/2006	100%	\$11,004.48	
		Polk County Sheriff's Office		\$1,486.70	\$883.31			\$2,370.01	3/13/06	3/20/2006	100%	\$2,370.01	\$433.89
		Sage Volunteer Fire Dept. (JIM-059)		\$1,486.70				\$1,486.70	3/13/06	3/20/2006	100%	\$1,486.70	\$646.54
		Indian Spring Volunteer Fire Dept. (JIM-043)		\$3,286.30	\$487.07			\$3,773.37	3/13/06	3/20/2006	100%	\$3,773.37	\$44,000
						\$1,725.00		\$1,725.00				\$34,539.10	\$629.97
													7036.17

Polk County	District - 1606 B	Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date P's sent to State	Date	Percent Received	Received from State Amount	Admin Expense
		Emergency Management (JIM-048)	\$20,903.85		\$11,490.52	\$11,303.20	\$27,888.35	\$71,585.92	3/9/06	3/19/2006	100%	\$71,585.92	\$1,427.31
		Polk County Road & Bridges Pct #1-Geoduck (JIM-057)	\$715.99	\$1,740.00	\$2,684.35			\$5,140.34	3/9/06	3/19/2006	100%	\$5,140.34	\$103.60
		Polk County Post Command Center (JIM-041)				\$1,869.45		\$1,869.45	3/9/06	3/9/2006	100%	\$1,869.45	\$37.39
		Polk County Security (JIM-041) (State Guard)					\$3,878.90	\$3,878.90	3/9/06	3/19/2006	100%	\$3,878.90	\$77.52
		Polk County DRC (JIM-028)					\$2,232.40	\$2,232.40		2/9/2006	Ineligible		
		Polk County Sheriff's Office			\$321.00	\$4,490.87	\$721.41	\$5,513.28		2/9/2006	Ineligible		
		Polk County Criminal District Attorney Office (JIM-053)	\$59,584.02	\$22,404.63	\$1,599.52	\$3,206.48	\$150.00	\$87,144.65		2/15/2006	100%	\$87,144.65	\$3,208.72
		Polk County Hospital Shelter (JIM-082)	\$3,748.29	\$973.35		\$2,820.00		\$7,541.64	3/9/06	3/19/2006	100%	\$7,541.64	\$82.47
		Holiday Lake Estates Volunteer Fire Dept. (JIM-038)				\$0.00		\$0.00					
		Sage Volunteer Fire Dept. (JIM-059)		\$9,855.85				\$9,855.85		3/16/06	100%	\$9,855.85	
		South Polk Volunteer Fire Dept. (JIM-054)		\$2,744.75				\$2,744.75		3/15/2006	100%	\$2,744.75	
		Big Thicket Volunteer Fire Dept. (JIM-058)		\$11,247.15				\$11,247.15		3/9/06	100%	\$11,247.15	\$751.46
		Indian Spring Volunteer Fire Dept. (JIM-043)	\$4,382.70	\$13,724.15				\$18,106.85		3/2/06	100%	\$18,106.85	
							\$34,878.16	\$34,878.16		3/20/06	100%	\$34,878.16	\$167.65
				\$37,572.09				\$37,572.09				\$248,773.90	\$5,779.95
													5945.58

VOL. 248,773.90 5945.58

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Polk County 1618 A

Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date PA's sent to State	Percent Received	Amount Received	Admin Expense
Polk County Road & Bridges Pct #1-Grandich (JIM-050)	\$4,605.23	\$23,780.20				\$28,385.43	3/8/06	100%	\$28,385.43	
Polk County Road & Bridges Pct #2-Charleita (JIM-050)	\$17,538.88	\$59,041.10	\$190.00			\$77,829.78	3/8/06	100%	\$77,829.78	\$4,789.74
Polk County Road & Bridges Pct #3-Centiman (JIM-050)	\$18,283.75	\$71,208.03			\$1,505.38	\$99,997.16	3/8/06	100%	\$99,997.16	
Polk County Road & Bridges Pct #4-Livingston (JIM-050)	\$5,187.89	\$38,921.36			\$185.10	\$44,474.34	3/8/06	100%	\$44,474.34	
Polk County Road & Bridges Pct #3-Corrigans (JIM-051) @ 75%	313,000,000	\$5,911.00				\$6,164.40	3/30/06	75%	\$3,976.50	
Polk County Road & Bridges Pct #4-Livingston (JIM-051) @ 75%		\$16,660.75				\$16,660.75	3/30/06	75%	\$7,942.81	\$315.15
					\$1,890.38	\$26,244.86			\$251,305.32	\$5,184.89

Polk County/ Fall Based 1996 B

Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date PA's sent to State	Percent Received	Amount Received	Admin Expense
Hickory Grove Church					\$2,816.87	\$2,816.87	3/6/06	100%	\$2,816.87	
First United Methodist Church					\$4,886.79	\$4,886.79	3/15/2006	100%	\$4,886.79	
Beach Creek Assembly of God					\$3,291.17	\$3,291.17	3/15/2006	100%	\$3,291.17	\$261.49
Indian Village Assembly					\$498.89	\$498.89	3/15/2006	100%	\$498.89	
Indian Springs Property Owners Association					\$720.85	\$720.85	3/15/2006	100%	\$720.85	
Livingston Church of God in Christ / INELIGIBLE								Ineligible		
Cheswood Baptist Church / INELIGIBLE								Ineligible		
						\$12,574.17			\$12,574.17	\$261.49

Polk County 1604 C 75% Renaliance

Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date PA's sent to State	Percent Received	Amount Received	Admin Expense
Polk County Parking Lot (JIM-050)					\$12,400.00	\$12,400.00	3/9/06	75%	\$9,600.00	\$256.00
					\$1,000.00	\$1,000.00			\$9,600.00	\$256.00
					\$1,400.00	\$1,400.00			\$9,600.00	\$256.00

Polk County 1488 E 75% Remittance Applicant	Force Labor Account	Force Equipment Account	Materials Purchase	Rental Equipment	Contract Costs	Total	Date P's sent to State	Date	Percent Received	Amount Received	Admin Expense
Polk County Sheriff's Office	0-5348880		150,000.00		\$1,200.00	\$1,200.00	2/20/06	2/20/06	75%	\$900.00	\$38.00
Polk County Flood & Bridge P-83-Curtigan (LMA-043)						\$9,434.52	3/14/06	3/14/06	75%	\$7076.89	\$200.00
Polk County Memorial Museum (LMA-064)					\$14,048.80	\$14,048.80	3/29/06	3/29/06	INSURANCE COVERAGE	\$0.00	\$0.00
Polk County Memorial Museum (LMA-065)					\$2,450.00	\$2,450.00	3/29/06	3/29/06	INSURANCE COVERAGE	\$750.00	\$700.00
Polk County Memorial Museum (LMA-086)			\$747.79		\$1,800.00	\$2,547.79	3/29/06	3/29/06	INSURANCE COVERAGE	\$0.00	\$0.00
Polk County Municipal Training Bldg. (LMA-067)					\$15,082.00	\$15,082.00	3/29/06	3/29/06	INSURANCE COVERAGE	\$0.00	\$0.00
Polk County Prichard #2 Office (LMA-068)					\$2,452.00	\$2,452.00	3/29/06	3/29/06	INSURANCE COVERAGE	\$0.00	\$0.00
Polk County Decker Building (LMA-069)			\$18.66		\$1,712.42	\$1,731.08	3/29/06	3/29/06	INSURANCE COVERAGE	\$0.00	\$0.00
ACE Community Park					\$48,658.58	\$48,658.58				\$4798.67	\$129.87

Force Labor Total	\$144,689.71	Force Equipment Total	\$27,213.09	Materials Total	\$27,732.47	Rental Total	\$29,872.04	Contract Costs	\$97,700.12	Total PMA	\$665,107.39
PNP	\$8,382.70		\$42,347.30	\$483.72		\$0.00	\$14,286.59			\$65,500.31	

POLK COUNTY'S TOTAL FORCE LABOR & EQUIPMENT \$418,802.80

POLK COUNTY'S TOTAL MATERIALS, RENTAL & CONTRACT COST \$146,304.59

Emergency Management

2,774.07+

Labour - 815.44-

71,365.57+

Labour - 20,903.20-

1,863.45+

3,876.00+

9,600.00+

003 Sheriff 69,974.38

D.A. # 875.35

Mould Eng 750.00 (Polk County Memorial Museum)

004

(Labour) 21,517.83+

9,466.70-

115,937.27+

(Labour) 58,964.02-

949.94+

001 69,974.38+

RECEIVED FROM STATE

Applicant POLK COUNTY 49547465 Amount \$100,716.45

PNP 65062.04 \$69,876.74

TOTAL RECEIVED FOR PMA'S \$169,588.59

Supp 512.64

Admin Expense \$12,444.71

13,244.00

TOTAL RECEIVED FROM STATE \$169,588.59

513,244.70

COPY

Item #10

From the desk of:
Barbara Middleton

DATE: MARCH 30, 2006

TO: HONORABLE JUDGE JOHN P. THOMPSON
& COMMISSIONERS COURT

SUBJECT: AGENDA ITEM - APRIL 11, 2006

PLEASE ADD THE FOLLOWING AGENDA ITEM TO THE
APRIL 11, 2006 - REGULAR COURT SESSION

**"CONSIDER APPROVAL TO RESCIND THE MOTION PASSED ON MARCH 28TH,
CONCERNING THE CONSOLIDATION OF PRECINCTS FOR THE MAY 13, 2006
LOCAL OPTION ELECTION, AND RATIFY THE ORIGINAL ORDER PASSED
ON FEBRUARY 28, 2006 CALLING THE ELECTION AND DESIGNATING THE
LIST OF (20) VOTING PRECINCTS.**

**Enclosures – Texas Election Code § 251.34
HB-1799 (Bill text) Legislative Session 2005**

REF: MARCH 28, 2006 - REGULAR CALLED SESSION
ITEM #11 - PASSED

"CONSIDER COUNTY CLERK'S REQUEST TO CONSOLIDATE (20 Voting Precincts)
TO (5) FIVE POLLING PLACES FOR THE MAY 13, 2006 LOCAL OPTION ELECTION.

Thank you,



Barbara Middleton

SUBCHAPTER C. HOLDING OF ELECTION

Sec. 501.101. APPLICABILITY OF ELECTION CODE. Except as provided by this chapter, the officers holding a local option election shall hold the election in the manner provided by the other provisions of this code.

Sec. 501.102. ELECTION PRECINCTS. (a) County election precincts shall be used for a local option election to be held in an entire county or in a justice precinct.

(b) Election precincts established by the governing body of the municipality for its municipal elections shall be used for a local option election to be held in a municipality. If the governing body has not established precincts for its municipal elections, the commissioners court shall prescribe the election precincts for the local option election under the law governing establishment of precincts for municipal elections.

Sec. 501.103. POLLING PLACES; NOTICE. (a) The election shall be held at the customary polling place in each election precinct. If the customary polling place is not available, the commissioners court shall designate another polling place.

(b) The notice for the election shall state the polling place for each election precinct and the precinct numbers of county precincts included in each municipal election precinct if the election is for a municipality.

Sec. 501.104. NUMBER OF BALLOTS FURNISHED. If the election is conducted using printed ballots, the county clerk shall furnish the presiding judge of each election precinct with at least the number of ballots equal to the number of registered voters in the precinct plus 10 percent of that number of voters.

Sec. 501.105. ISSUE ON BALLOT. (a) The issue ordered to appear on the ballot for an election ordered by the commissioners court must be the same as the issue applied for and set out in the petition.

(b) The issue appropriate to the election shall be printed on the ballot in the exact language stated in Section 501.035.

Sec. 501.106. TIME FOR VOTE TALLY. The votes for a local option election shall be counted and the report of the election submitted to the commissioners court within 24 hours after the time the polls close.

Sec. 501.107. COUNTY PAYMENT OF ELECTION EXPENSES. The county shall pay the expense of holding a local option election authorized by this chapter in the county, justice precinct, or municipality in that county except that:

(1) if an election is to be held only within the corporate limits of a municipality located wholly within the county, the county may require the municipality to reimburse the county for all or part of the expenses of holding the local option election;

(2) county payment of the expense of an election to legalize the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year period; and

(3) county payment of the expense of an election to prohibit the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year period.

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

VOL.

52 PAGE 905

To the registered voters of the County of POLK, Texas:
(a los votantes registrados del Condado de POLK, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on MAY 13, 2006
~~XXXXXXXX~~, for voting in a special election to "LOCAL OPTION ELECTION"

(Notifíquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el may 13 2006 para votar en la Elección Especial para el propósito de la votacion y por eso se ordena que una Eleccion de Opcion Local

LOCATION(S) OF POLLING PLACES
(SEE ATTACHED LIST)

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)
(SEE SCHEDULE ATTACHED)

(location) (sitio)

If the county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8:00 a.m. and 5:00 p.m. beginning on MAY 1, 2006
(date)
(entre las 8:00 de la mañana y las 5:00 de la tarde empezando el de mayo 1, 2006
(fecha)
and ending on MAY 9, 2006 (date) (y terminando el 9 de mayo 2006 (fecha)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

BARBARA MIDDLETON
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)
P.O. DRAWER 2119
101 W. CHURCH ST., SUITE 100
(Address) (Dirección)

LIVINGSTON, TEXAS 77351
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el:)

MAY 5, 2006
(date) (fecha)

Issued this the 28th day of MARCH, ~~19~~ 2006.
(Emitada este día 28 de de march, ~~19~~ 2006.)


Signature of County Judge (Firma del Juez del Condado)
JOHN P. THOMPSON

POLK COUNTY, TEXAS

**20 Voting Precincts (Boxes)

COMMISSIONER PRECINCT #1

BOX #2	SOUTH POLK CO VOL. FIRE DEPT.	FM 2610 - ACE
BOX #3	GOODRICH SCHOOL	FM 1988 - GOODRICH
BOX #4	TRINITY LUTHERAN CHURCH	Hwy. 59 South-LIVINGSTON
BOX #5	SCENIC LOOP FIRE DEPT.	FM 3277 - SCENIC LOOP
BOX #19	ESCAPEE'S ACTIVITY CENTER	CARE CENTER DR & BLUE JAY
BOX #20	ESCAPEE'S CARE CENTER	HWY 146 SOUTH & CARE CENTER DR

COMMISSIONER PRECINCT #2

BOX #6	ONALASKA SUB-COURTHOUSE	HWY.190 WEST - ONALASKA
BOX #7	CITY HALL - LIVINGSTON	200 W. CHURCH ST- LIVINGSTON
BOX #17	BLANCHARD BAPTIST CHURCH	FM 2457 - BLANCHARD

COMMISSIONER PRECINCT #3

BOX #8	LEGGETT SCHOOL	FM 942 - LEGGETT
BOX #9	MOSCOW BAPTIST CHURCH	OLD HWY.35 - MOSCOW
BOX #10	CORRIGAN/CAMDEN HIGH SCHOOL	SO.MATTHEWS - CORRIGAN
BOX #11	BARNUM BAPTIST CHURCH	BARNUM LOOP- BARNUM
BOX #12	ALABAMA-COUSHATTA ADMINISTRATION BUILDING	PARK ROAD #56 (INDIAN RESERV)
BOX #18	DUNBAR COMMUNITY CENTER	MLK DRIVE - LIVINGSTON

COMMISSIONER PRECINCT #4

BOX#1	SEGNO VOL. FIRE DEPARTMENT	FM 943 - SEGNO
BOX #13	BIG SANDY I.S.D. ADMINISTRATION BLDG.	FM 1276 - DALLARDSVILLE
BOX #14	INDIAN SPRINGS PROPERTY OWNERS ASSOC. BLDG.	HWY.190 E - INDIAN SPRINGS
BOX #15	SCHWAB CITY BAPTIST CHURCH	HWY.146 South -LIVINGSTON
BOX #16	VFW HALL-LIVINGSTON	HWY.59 North - LIVINGSTON

EARLY VOTING - LOCATIONS:

POLK COUNTY COURTHOUSE

101 WEST CHURCH ST.-----LIVINGSTON,TX. 77351

ONALASKA SUB-COURTHOUSE

14109 U.S. HWY - 190 WEST -----ONALASKA, TX. 77360

CORRIGAN SUB-COURTHOUSE

201 W. BEN FRANKLIN----- CORRIGAN,TX. 75939

Temporary Branch Voting (Mobile) - (3) Locations

PHYSICAL ADDRESSES FOR EACH LOCATION.

- 1 - SEGNO VOLUNTEER FIRE DEPARTMENT - 157 Magnolia Hills Rd -(Segno Community)**
- 2 - SOUTH POLK COUNTY VOL. FIRE DEPT - 3036 FM 2610 -(Ace Community)**
- 3 - GOODRICH SCHOOL I.S.D. ADMINISTRATION OFFICE - 223 Katie Simpson Ave.
Goodrich, Texas**
- 4 - TRINITY LUTHERAN CHURCH - 221 Pan American Way - (Business Hwy 59)
Livingston**
- 5 - SCENIC LOOP VOL. FIRE DEPT - 1406 FM 3277 - (Blanchard Community)**
- 6 - ONALASKA SUB-COURTHOUSE 14111 US Highway 190 West - (Onalaska)**
- 7- CITY HALL - 200 W. Church Street - Livingston**
- 8 - LEGGETT SCHOOL - 254 South FM 942 - Leggett (Bldg just past Library)**
- 9 - MOSCOW BAPTIST CHURCH - 644 State Hwy. Loop 177 - Moscow**
- 10 - CORRIGAN/CAMDEN HIGH SCHOOL GYM - South Matthews Street - Corrigan**
- 11 - BARNUM BAPTIST CHURCH - 2888 West Barnum Loop - (Barnum Community)**
- 12 - ALABAMA-COUSHATTA INDIAN RESERVATION -
ADMINISTRATION BLDG. Hwy. 190 East to 571 State Park Road #56**
- 13- BIG SANDY I.S.D. ADMINISTRATION BLDG. - 9199 FM 1276 - Dallardsville**
- 14 - INDIAN SPRINGS POA BLDG. - 210 Pichetto Trail - Indian Springs**
- 15 - SCHWAB CITY BAPTIST CHURCH - 10998 State Hwy. 146 South - Schwab City**
- 16 - VFW HALL - LIVINGSTON - 3916 US Hwy. 59 North - Livingston**
- 17 - BLANCHARD BAPTIST CHURCH - 2450 FM 2457 - (Blanchard Community)**
- 18 - DUNBAR COMMUNITY CENTER - 1102 Martin Luther King Dr. - Livingston**
- 19 - ESCAPEE'S ACTIVITY CENTER - 114 Blue Jay - Escapee's Park**
- 20- ESCAPEE'S CARE CENTER - 155 Care Center Drive - Escapee's Park**

*Respectfully submitted: Barbara Middleton
County Clerk*



POLK COUNTY, TEXAS

Barbara Middleton County Clerk

P.O. Drawer 2119
Livingston, Texas 77351

Schelana Walker, Chief Deputy
Main Office (936)327-6804
Court Dept. (936)327-6805
Fax (936)327-6874

March 14, 2006

EARLY VOTING SCHEDULE

LOCAL OPTION ELECTION

MAY 13, 2006

EARLY VOTING BY PERSONAL APPEARANCE MUST BE CONDUCTED*

***(Election Code, Sec 85.001, 85.006)**

MAY 1, 2006 through MAY 9, 2006

LOCATION: LIVINGSTON - MAIN COURTHOUSE**

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Open during Lunch)

LOCATION: ONALASKA SUB- COURTHOUSE**

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Closed during Lunch)

LOCATION: CORRIGAN SUB- COURTHOUSE**

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Closed during Lunch)

****Early Voting Distance Markers will be Placed at 100 Ft.
From any outside door or Entrance to Polling Place.**

Respectfully submitted:

Barbara Middleton
County Clerk

COPY

Item #11



JOHN P. THOMPSON
COUNTY JUDGE

Monday, April 03, 2006

Sturgis Chadwick
Sears Authorized Retail Dealer
321 N. Beatty
Livingston, Texas 77351

Dear Mr. Chadwick,

In the April 11, 2006 regular meeting, Polk County Commissioners Court will consider the renewal of the lease agreement for parking spaces at the Sears Retail Store, Livingston, Texas.

The Court will look at renewing the existing agreement, under the same terms and conditions, for a period of one (1) year, commencing March 25, 2006 and ending March 24, 2007.

If this renewal meets with your approval, please sign in the space provided below on both originals and return both at your earliest convenience, prior to April 7, 2006, in the pre-addressed envelope provided, retaining a copy for your records. After approval by Court, one (1) original will be returned to you for your files. This letter shall serve as an addendum to and become a part of your original agreement.

Sincerely,

COPY

John P. Thompson, County Judge
Polk County, Texas (Lessee)
Date: _____

Sturgis Chadwick (Lessor)
Date: _____

Item #12

**INTERLOCAL AGREEMENT
BETWEEN
GOODRICH INDEPENDENT SCHOOL DISTRICT
AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas has appropriated and maintains equipment required to conduct elections; and

WHEREAS, Goodrich Independent School District ("the District"), desires to acquire the use of certain items of equipment and the services of the County Clerk of Polk County in tabulation of votes entered in its scheduled elections; and

WHEREAS, a joint agreement between the County and the District would benefit the voters in the said elections serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and the District to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and the District, hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS:

A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.

B. Where found in this agreement, the following terms shall be defined:

1. The term "election period" shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for early voting, for runoff elections and for recount of ballots required incident thereto.

2. EQUIPMENT TO BE PROVIDED BY POLK COUNTY:

For its next general election, scheduled for the 13th day of May, 2006, and including the early voting period designated between May 1, 2006 and May 9, 2006, and including the runoff election period designated between May 21, 2006 and July 8, 2006, and for similar periods incident to such subsequent elections as may be scheduled and specified by

mutual agreement between the County and the District by written addendum hereto, the County will provide the following equipment for the exclusive use of the District:

- A. 6 (Number) of election booths;
- B. 2 (Number) of ballot cans;
- C. 1 (Number) of Palm Size Computers, with keyboards, programmed with up-to-date Voter Registration lists suitable to qualify prospective voters;
- D. 2 (Number) of iVotronic Touch Screen Voting System units, or similar equipment then in use by the County and qualified by the Secretary of State of the State of Texas which provide ADA compliant features required by law to support voters who may be physically impaired, and voters who require wheelchair access, together with sufficient personal electronic ballots sufficient for use in the said units; and
- E. Such other incidental supplies as are mutually agreed between the Polk County Clerk and the District. Any programming cost billed by the vendor will be the responsibility of the district and/or political subdivision, even if the election is cancelled.

3. SERVICES TO BE PROVIDED BY POLK COUNTY:

- A. For its next general election, scheduled for the 13th day of May, 2006, and including any runoff election or re-count of ballots required or incident thereto, and for such subsequent elections as may be scheduled and specified by mutual agreement between the County and the District by written addendum hereto, the County will provide tabulation of votes entered by optical scan ballots and electronic ballots as submitted to the County Clerk at the conclusion of voting on the date scheduled for the School Board election. The County Clerk will then return the ballots to the District for storage.
- B. No later than April ~~15~~²⁸, 2006, and at any subsequent time as may be scheduled and specified by mutual agreement between the County and the District by written addendum hereto, the County Clerk will provide District election personnel with training in the use of equipment provided hereunder.
- C. The County will test the equipment to be used by the District to ensure its correct operation during the election, and is responsible for the correct tabulation of the ballots surrendered by the District, together with the security of the ballots until they are returned to the District for storage.

4. OBLIGATIONS OF THE DISTRICT:

- A. The District will pay TWO HUNDRED AND NO/100 (\$200.00) DOLLARS for use of each iVotronic Touch Screen Voting System unit provided by the County for each election period in which election is required to be held. The District will

reserve equipment on the last day available to the District to cancel an election. If an election is cancelled by the District, no charge for equipment will be incurred.

- B. The District will pay TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS for use of each Palm Size Computer (with keyboard and voter registration list) provided by the County for each election period in which election is required to be held. The District will reserve equipment on the last day available to the District to cancel an election. If an election is cancelled by the District, no charge for equipment will be incurred.
- C. The District will provide its optical scan ballots and personal electronic ballots to the County Clerk for tabulation immediately at the conclusion of the election.
- D. The District will reimburse the County for overtime labor costs incurred incident to the tabulation of votes, as such costs are itemized by statement provided to the District by the County.
- E. The District will transport any equipment provided by the County to its polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. The District will be responsible for storage of ballots as required by law following the election.

5. TERM:

This agreement shall be effective the 11th day of April, 2006, and shall continue on a year to year basis unless cancelled by thirty (30) day written notice by either of the parties hereto.

6. SEVERABILITY:

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE:

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rule or regulation or ordinance of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood and other acts of God, and any other cause not reasonably with the District's or County's control and that the District or County, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES:

Any notices permitted or required under the terms hereof shall be in writing and shall be delivered in person to the respective party to whom notice is to be given, at the following address:

If to the District:

Goodrich Independent School District
P.O. Box 789
Goodrich, Texas 77335

Contact Person:
Kenneth Hambrick
President, Board of Trustees

If to the County:

John Thompson, Polk County Judge, or his Successors in Office
101 West Church Street
Livingston, Texas 77351

Contact Person:
John Thompson, County Judge

10. GENERAL PROVISIONS:

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and District created by this Agreement are performable in Polk County, Texas.

This Agreement is authorized by the governing bodies of each of the signatories to this contract, as attest the signatures affixed hereto.

GOODRICH INDEPENDENT SCHOOL DISTRICT, GOODRICH, TEXAS:

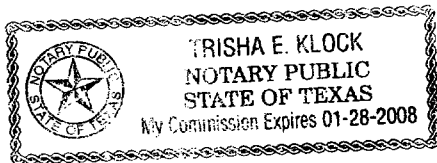
By: *Kenneth Hambrick*
Kenneth Hambrick
President, Board of Trustees

COUNTY OF POLK, TEXAS

By: _____
John P. Thompson, County Judge

STATE OF TEXAS
COUNTY OF POLK

This instrument was acknowledged before me on this 23rd day of MARCH, 2006, by KENNETH HAMBRICK of the Goodrich Independent School District, Goodrich, Texas, on behalf of Goodrich Independent School District.



Trisha E. Klock
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF POLK

This instrument was acknowledged before me on this 11th day of April, 2006, by Jan Shandley of the County of Polk, Texas, on behalf of the County of Polk.

Notary Public, State of Texas

Item # 12



City of Livingston, Texas

COPY

200 West Church Street, Livingston, Texas 77351-3281
 Telephone: (936) 327-4311 Fax: (936) 327-7608
 www.cityoflivingston-tx.com

April 5, 2006

Hon. John P. Thompson
 County Judge
 Polk County Courthouse
 101 West Church Street
 Livingston, Texas 77351

Hon. Barbara Middleton
 County Clerk
 Polk County Courthouse
 101 West Church Street
 Livingston, Texas 77351

By Hand Delivery

Re: Interlocal Agreement, Election Services

Dear Judge Thompson and Mrs. Middleton:

We were visited this morning by Mr. Bob Zeigler and had an opportunity to review the County Clerk's proposal for addendum to the above agreement. As represented, it was proposed that a clause be added: "that the city will be responsible for any programming cost even if the election is canceled."

Each entity for which the County is to provide election assistance should be prepared to furnish costs for its use of the County's equipment. It would be helpful if those costs could be anticipated with a more certain date as to when they would be incurred. The City Council is anticipated to cancel the election scheduled for May 13, at its next meeting on April 11. Mr. Zeigler and I reviewed this morning that no programming costs had yet been incurred for the City for this election. I would propose the following addendum:

The City shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for an election. The City will be obligated for programming costs for computer accessible voter registration lists and iVotronic Touch Screen Voting System units at such time as it notifies the County Clerk of the candidates and propositions to be listed on its ballots. If the election for which such information is provided is cancelled subsequent to that notification, the City shall be responsible for all programming costs incurred up to notice of cancellation.

If the above language is satisfactory, we can include the item on our Agenda for Council's review at its April 11 meeting. Our agenda must be posted tomorrow afternoon (April 6th). Please call as soon as possible so that arrangements can be made.

Sincerely,

CITY OF LIVINGSTON, TEXAS

C. GAFFNEY PHILLIPS,
 City Attorney
 Assistant to the City Manager

Item # 13

RESOLUTION AUTHORIZING COUNTY JUDGE, MAYOR OR SCHOOL BOARD PRESIDENT TO EXECUTE A LETTER OF WAIVER FOR PAYMENTS IN LIEU OF TAXES (PILOT)

WHEREAS, the Housing Authority of the City of Livingston, Texas (herein referred to as Housing Authority) would currently pay if not waived by the **Commissioners Court of Polk County** (herein referred to as the Government Entity) funds known as Payment in Lieu of Taxes (herein referred as PILOT) pursuant to section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America and;

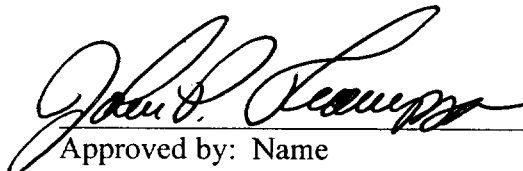
WHEREAS, the Government Entity and the Housing Authority have determined that it is in the best interest of both parties that the Government Entity waive the PILOT which will be accessed and:

WHEREAS, the Government Entity and the Housing Authority have mutually agreed and understand that the funds made available by this waiver and the accrued PIOLT will be used by the Housing Authority to defray operating expenses of the Housing Authority, concomitantly benefiting the citizens of the **City of Livingston** and the **County of Polk**

NOW THEREFORE BE IT RESOLVED BY THE **COUNTY OF POLK** as follows:

- (1) The PILOT which may be assessed pursuant to Section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America are hereby waived;
- (2) That the **County Judge** is hereby authorized and directed to execute a Letter of Waiver in accordance with the provisions of this Resolution.

Resolved and adopted on this 11th day of April, 2006.


 Approved by: Name _____ County Judge _____
 Title

John P. Thompson _____ County Judge _____
 Approved by: Name Title

Item #14



COPY

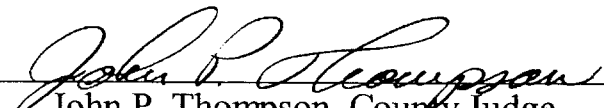
ORDER

OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus Property to be disposed through Competitive Bid.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held April 11, 2006, the following items described within the listing attached hereto as Exhibit "A" were determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152.

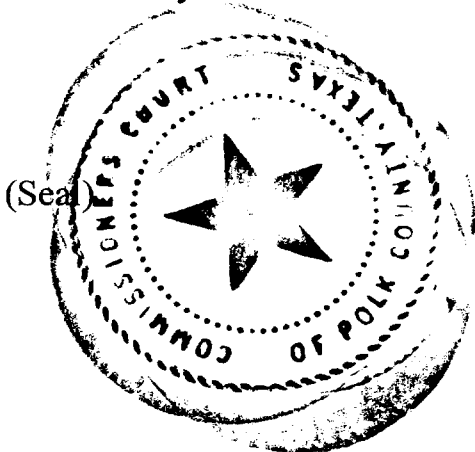
THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of by Competitive Bid.



John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on April 11, 2006.

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification.





Barbara Middleton, County Clerk

Polk County, Texas

POLK COUNTY SURPLUS PROPERTY SALE

Department: DATA Processing Contact Person: Steve Hulihan
 Location of Property: TAX OFFICE 2nd Floor Phone #: 527-6888

Item#	Description (Include Brand, Make/Model, etc.)	Serial # (Veh/Equip VIN#)	Co. Inventory # (if available)	Location of Property (i.e.: "our office", "storage/address")
1.	IBM AS400 Model 310	10-240CD	000002797	TAX OFFICE 2nd Floor
2.	IBM 310 EXPANSION UNIT	FC-5062	000002798	"
3.	IBM AS400 Model 720	10-477XM	000006929	"
4.	IBM 720 EXPANSION UNIT	FC-5073	000006930	"
5.	IBM 9309 Equipment Rack	10-0088401	000005114	"
6.	IBM 9331 8" Diskette Drive	53-29015	000002800	ALL INSIDE
7.	IBM 9348 1/2" TAPE Drive	10-19604	000002801	ITEM #5 RACK
8.	IBM 9337 Disk Drive	10-05023	000002802	
9.	IBM 7208 232 8mm TAPE	W0333	000002803	
10.				
11.				
12.				
13.				
14.				
15.				

Item #16

**AMENDED AND RESTATED
INTERLOCAL GOVERNMENTAL AGREEMENT**

Between

**CITY OF HUNTSVILLE, TEXAS
And
THE POLK COUNTY SOLID WASTE MANAGEMENT CENTER**

For Landfill Services

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

P R E M I S E S

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other and a state agency to provide governmental functions or services; and

WHEREAS, the City of Huntsville is a municipal corporation and a local government as defined in V.T.C.A., Government Code § 791.003 (4); and

WHEREAS, the County of Polk is a political subdivision of the State of Texas and a local government as defined in V.T.C.A., Government Code § 791.003 (4); and

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

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

WHEREAS, the County and the City did enter into that certain Interlocal Governmental Agreement (the "Original Agreement"), dated as of October 1, 2003; and

WHEREAS, the parties desire to amend and restate the Original Agreement, as more particularly described herein below.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and the other mutual covenants between the parties, the receipt and sufficiency are hereby acknowledged, the parties hereto do hereby amend and restate the Original Agreement as follows:

AGREEMENT

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

**I
DEFINITIONS**

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

- 1.01 Bulky Waste - Any large tree stump or any other object larger than 6' (feet) in diameter.
- 1.02 Facility - All contiguous land and structures, other appurtenances, and improvements on the land used for the storage, processing, or disposal of Solid Waste.
- 1.03 Garbage - Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.04 Generator - Any person, by site or location, whose act or process produces a Solid Waste or first causes it to become regulated by federal or state law.
- 1.05 Hazardous Waste - Any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S. C. § 6901 *et seq.*
- 1.06 Household Waste - Any Solid Waste (including Garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels, and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas), not including Yard Waste or brush that is completely free of any Household Wastes.
- 1.07 Industrial Solid Waste - Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations, classified as follows:
 - (A) Class I Industrial Solid Waste is any Industrial Solid Waste or mixture of Industrial Solid Wastes that because of its concentration or physical or chemical characteristics: (1) is toxic, corrosive, flammable, a strong sensitizer or irritant, or a generator of sudden pressure by decomposition, heat, or other means; and (2) may pose a substantial present or potential danger to human health or the

environment when improperly processed, stored, transported, or otherwise managed. See also Texas Health and Safety Code Chapter 361 (especially Section 361.003 relating to Definitions) and T.A.C. 330 § 335.505 (relating to Class I Waste Determination).

- (B) Class II Industrial Waste is any Industrial Solid Waste or combination of Industrial Solid Wastes that cannot be described as Class I or Class III, as defined in T.A.C. 330 § 335.506 (relating to Class II Waste Determination).
- (C) Class III Industrial Solid Waste is any inert and essentially insoluble Industrial Solid Waste, including materials such as rock, brick, glass, dirt, and certain plastics and rubber, etc., that are not readily decomposable as defined in T.A.C. 330 § 335.507 (relating to Class III Waste Determination).

- 1.08 Landfill - The Center and its Facility.
- 1.09 Liquid Waste - Any waste material that is determined to contain “free liquids” as defined by EPA Method 9095 (Paint Filter Test), as described in “Test Method for Evaluating Solid Wastes, Physical/Chemical Methods” (EPA Publication Number SW-846).
- 1.10 Medical Waste – Waste generated by healthcare related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-healthcare activities.
- 1.11 MSWLF – Municipal Solid Waste landfill facility.
- 1.12 Municipal Solid Waste (MSW) – Solid Waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including Garbage, Rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other Solid Waste other than Industrial Solid Waste.
- 1.13 Municipal Solid Waste Facility (MSW Facility) – All contiguous land, structures, other appurtenances, and improvements on the land used for processing, storing, or disposing of Solid Waste. A MSW Facility may be publicly or privately owned and may consist of several processing, storage, or disposal operational units, e.g., one or more landfills, surface impoundments, or combinations of them.
- 1.14 Operate - To conduct, work, run, manage, or control.
- 1.15 Operating Record – All plans, submittals, and correspondence for a MSWLF Facility required by the Texas Commission on Environmental Quality (TCEQ) to be maintained at the Facility or at a nearby site.
- 1.16 Operator – The person(s) responsible for Operating a Facility or part of a Facility.

- 1.17 Radioactive Waste – Waste that requires specific licensing under 25 T.A.C. Chapter 401, concerning Radioactive Materials and Other Sources of Radiation, Health and Safety Code, and the rules adopted by the TCEQ under that law.
- 1.18 Refuse – Same as Rubbish.
- 1.19 Rubbish – non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 1.20 Scrap Tire - Any tire that can no longer be used for its original intended purpose.
- 1.21 Sludge - Any solid, semisolid, or Liquid Waste generated from a municipal, commercial, or industrial wastewater treatment plant, water-supply treatment plant, or air pollution control facility, exclusive of the treated effluent from a wastewater treatment plant.
- 1.22 Solid Waste – Garbage, Rubbish, Refuse, Sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- (A) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under the Texas Water Code, Chapter 26;
 - (B) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
 - (C) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Texas Natural Resources Code § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act, as amended by Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*).
- 1.23 Special Waste – Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological poerties

requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes are:

- (A) Hazardous Wastes from conditionally exempt small-quantity Generators that may be exempt from full controls under T.A.C. 330 § 335.401-335.412 (relating to Household Materials Which Could Be Classified as Hazardous Waste);
- (B) Class I industrial non-hazardous waste not routinely collected with MSW;
- (C) Special Waste from Healthcare Related Facilities (refer to certain items of Medical Waste);
- (D) municipal wastewater treatment plant Sludge, other types of domestic sewage treatment plant Sludge, and water-supply treatment plant Sludge;
- (E) septic tank pumpings;
- (F) grease and grit trap wastes;
- (G) wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 C.F.R. Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 C.F.R. § 261.33(e) or (f);
- (H) slaughterhouse wastes;
- (I) dead animals;
- (J) drugs, contaminated foods, or contaminated beverages, other than those contained in normal Household Waste;
- (K) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers;
- (L) discarded materials containing asbestos;
- (M) incinerator ash;
- (N) soil contaminated by petroleum products, crude oils, or chemicals;
- (O) used oil;
- (P) light ballasts and/or small capacitors containing polychlorinated biphenyl (PCB) compounds;

- (Q) waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility permitted under Texas Health & Safety Code, Chapter 361;
 - (R) waste generated outside the boundaries of Texas that contains;
 - (i) any Industrial Waste;
 - (ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - (iii) any item listed as a Special Waste in this paragraph;
 - (S) any waste stream other than household or commercial Garbage, Refuse, or Rubbish;
 - (T) lead acid storage batteries; and
 - (U) used-oil filters from internal combustion engines
 - (V) waste containing freon.
- 1.24 Special Waste from Healthcare Related Facilities – Includes animal waste, bulk human blood, blood products, body fluids, microbiological waste, pathological waste, and sharps as defined in 25 T.A.C. § 1.132 (concerning Definitions).
- 1.25 Yard Waste – Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.

II SCOPE OF SERVICES

- 2.01 For purposes of this Restated Agreement, the scope of services (“Scope of Services”) are set forth in this Article II. Subject to the terms and conditions hereof, the County and the County Representative agree to:
- (A) Provide all labor, materials, and equipment necessary to receive and properly landfilling MSW delivered to the Landfill by the City or it’s agents in accordance with applicable federal, state, and local laws and regulations.
 - (B) Accept and landfill MSW delivered by the City and/or their designated agents from 7:00 a.m. to 4:30 p.m. Monday through Friday and from 8:00 a.m. to 11:00

a.m. on Saturdays, except on those holidays as designated in this Restated Agreement.

- (C) Accept for landfilling and/or other disposal activities other types of Solid Waste including Sludge, Scrap Tires, grit trap waste, Bulky Waste and dead animals, as permitted under federal, state and local laws and regulations.
 - (D) Accept for landfilling and/or other disposal activities on a case-by-case basis Special Wastes, Class II Industrial Waste, and Treated Medical Waste, as permitted under federal, state and local laws and regulations.
 - (E) It is expressly understood that the County and the County Representative reserve the right to reject any and all loads which contain Hazardous Waste, Radioactive Waste, Class I Industrial Wastes, Untreated Medical Waste and any other waste material prohibited for disposal in a Type I Municipal Landfill under existing or future federal, state or local laws and regulations.
 - (F) It is expressly understood that the County and the County Representative reserve the right to reject any and all loads that contain Special Waste or Class II Industrial Wastes that in the opinion of the County Representative represents a threat or danger to the well being of the County and/or the County Representative's personnel, their equipment or the environment.
 - (G) In the event that the Landfill is unavailable for landfilling, the County Representative shall notify the City at least four (4) hours in advance of its non-availability. If emergency conditions cause such non-availability, the County Representative shall notify the City immediately, but in no event more that two (2) hours after the occurrence of the condition.
- 2.02 The County and the County Representative shall be responsible for compliance with all applicable requirements of the relevant Federal, State, and Local government agencies having jurisdiction over disposal operations.
- 2.03 In the event of any emergency conditions declared by the Mayor of the City, the County Representative will seek permission from the TCEQ to keep the Landfill open beyond 4:30 p.m. for landfilling of unusual amounts of Solid Waste material generated or created by such emergency conditions.
- 2.04 The County Representative may close the Landfill on the following holidays:
Thanksgiving Day
Christmas Day
- 2.05 The County Representative shall maintain access roads and discharge areas appropriate for eighteen wheeled truck/trailer rigs with walking floor trailers at the Landfill. Damages and costs to vehicles and equipment directly related to roadway conditions at the Landfill will be deducted from the amount paid by the City to the County

Representative. The City and the County Representative recognize and agree that the failure to have the City's trucks access to the working face of the Landfill within 10 minutes from time of exiting the scale house to working face shall cause a loss to the City for which the amount of damage to the City would be uncertain and difficult to estimate. Therefore, in the event the County Representative fails to have the City trucks access to the working face of the Landfill within such 10-minute period, the County Representative shall pay Fifty Dollars and No Cents (\$50.00) per occurrence of such failure to the City as liquidated damages. Such sums are agreed to represent a bona fide effort on the part of the City and the County Representative to approximate the actual damages the City would suffer as a result of failure to timely turn around the City transfer vehicles. The City shall have the right to deduct any liquidated damages from payments due or to become due to the County Representative.

- 2.06 The City shall have the right but not the duty to inspect, audit, copy, and examine only the books and records of the County Representative pertaining to their performance of services and obligations to the City under this Restated Agreement. The County Representative shall maintain such books and records pertaining to this Restated Agreement for a period of three (3) years after the termination or expiration of this Restated Agreement or as required by the Texas Local Government Records Act, Texas Local Government Code Chapter 201 *et seq.*
- 2.07 Subject to reasonable safety rules and regulations, the City shall have the right, but not the duty to inspect the Landfill and to observe the County's operations during regular business hours.
- 2.08 Except to the extent necessary to address emergency circumstances and/or comply with federal and state law requirements, the County shall not initiate any action that would materially impair the City's lawful use of FM 3152, FM 942, and FM 350 for the transportation to the Landfill of Solid Waste that is acceptable for placement in the Landfill under the terms of this Restated Agreement.

III
TIPPING FEES, MEASURES, BILLING PROCEDURES, PAYMENTS

- 3.01 Fees and other compensation charged to the City for providing the Scope of Services is based on a per unit price. These fees shall be provided in accordance with the following schedule:
 - (A) During the first eighty-four (84) months of the Term of this Restated Agreement, the tipping fee per ton for each ton delivered and received at the Landfill for landfilling are:
 - (i) MSW and Bulky Waste shall be Eighteen Dollars and Twenty Five Cents (\$18.25);

(ii) Grit trap and related sludgy waste shall be Eleven Dollars and No Cents (\$11.00);

(iii) Sludge shall be Eleven Dollars and No Cents (\$11.00), in the event that the City is unable to dispose of Sludge by land application and the City opts to dispose of its Sludge at the Landfill.

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

(i) \$3.00 per tire for tires up to 19.5" in diameter

(ii) \$8.00 per tire for tires between 19.6" and 24.5" in diameter

(iii) \$30.00 per tire for all tires over 24.6" in diameter.

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

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

(D) Generally, tipping fee rates for the acceptance, landfilling, or disposal of Special Waste, Treated Medical Waste and Class II Industrial Waste shall be \$18.25 per ton; however, the County Representative reserves the right to alter this rate should the waste material require special handling and/or reporting to such extent that the County Representative incurs increased expense for the acceptance of the material.

(E) If an agent or employee of the City enters the Landfill with waste materials not secured in a manner as to prevent spillage or blowing of waste from the vehicle and/or container used to transport the waste, the County Representative may assess the agent, employee or City a surcharge of \$10.00 per measured ton over the base tipping fee with a minimum charge of \$10.00. The County Representative agrees to notify the City Solid Waste Superintendent at the time of each occurrence if and when these unsecured loads are assessed.

(F) All tipping fee rates hereunder are inclusive of the One Dollar and Twenty-Five Cents (\$1.25) per ton current state surcharge. In the event the state increases the surcharge per ton, the City agrees to accept an increased tipping fee rate reflecting the increase passed on by the County Representative, as directed by the TCEQ.

(G) Tipping fees for any and/or all wastes may be increased by the County Representative on the seventh (7th) anniversary and thereafter on an annual basis for the remainder of the thirty-six (36) months of this Restated Agreement. It is expressly understood that

any rate increases enacted during the last three (3) years of the Term of the Restated Agreement shall not exceed two percent (2%) per year including any adjustments annually as of each anniversary date of the Effective Date to reflect increases, if any, in the Consumer Price Index. The rates will be adjusted annually according to the Consumer Price Index, as follows:

The City's tipping fee rates shall be adjusted as of each October 1, beginning October 1, 2010, to reflect increases, if any, during the previous twelve month period ending in each June, in the Consumer Price Index, new series, all items, as issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjusted rate shall be established for the next twelve (12) months, based on the result of multiplying the then current rate set forth above by a fraction, the numerator of which shall be the Consumer Price Index ending in June in the year preceding the most recent date, and the denominator of which shall be the Consumer Price Index for the previous June:

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

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

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

provide itemized invoices to the City within fifteen (15) days of the close of each month.

(B) All invoices shall be submitted to:

City of Huntsville
Solid Waste Superintendent
1212 Avenue M
Huntsville, TX 77340

(C) Payment of all invoices shall be due within thirty (30) days of receipt.

3.05 The City and County each hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

IV CITY OF HUNTSVILLE'S RESPONSIBILITY

- 4.01 Nothing in this Restated Agreement shall require the City to landfill of any minimum amount of MSW, Sludge, or Bulky Waste through any Facility owned or operated by County or the County Representative. Subject to the following sentence, the City may landfill any MSW, Sludge, or Bulky Waste by means other than the Landfill, or through other landfills permitted and operated by the City or by use of any recycling or compost technology by the City. However, the City agrees that it will landfill all MSW or Sludge not disposed of through composting, recycling, land application, or other alternative to a landfill, at the Landfill pursuant to this Restated Agreement.
- 4.02 The City shall ensure that all waste materials delivered to the Landfill are properly secured, covered, or enclosed to prevent spillage or blowing of waste materials from the vehicle and/or container used for transport.
- 4.03 If deemed necessary under TCEQ regulations, the City shall submit any and all loads of waste material delivered to the Landfill to inspection and evaluation under the County Representative's waste screening programs.
- 4.04 The City shall ensure that all waste materials delivered to the Landfill by the City and/or its agents are void of Hazardous Waste, and/or other waste unacceptable for landfilling at the Landfill. In the event that such materials are inadvertently delivered to the Landfill by the City and/or its agents, the City and/or its agents shall be responsible for the removal of such materials from the Landfill and the proper disposal of such materials.
- 4.05 The City shall provide at least twenty-four (24) hours notice to the County Representative prior to the delivery of Special Waste, Class II or Class III Industrial Waste to the Landfill. Such notification should include any test results or other data on the material as required by TCEQ special waste approval or the County Representative.

- 4.06 It is expressly understood that the City will be responsible for providing all test results and other data that may be required for obtaining TCEQ approval for the landfilling of Special Wastes at the Landfill, including without limitation Sludges.
- 4.07 The City shall comply with all safety regulations and procedures implemented at the Landfill by the County and/or the County Representative.
- 4.08 The City shall be responsible for compliance with all applicable laws and regulations governing the transportation of waste by or on behalf of the City to the Landfill for disposal, including without limitation the obtaining of all required permits and licenses such as over-weight permits.

V

TERMS OF RESTATED AGREEMENT

- 5.01 This Restated Agreement shall be effective on full execution by all parties. The initial term of this Restated Agreement shall be for ten (10) years, commencing on October 1, 2003, and terminating on September 30, 2013 (the "Term"). The County Representative shall commence the acceptance of MSW from the City at the Landfill on that date.

VI

NONDISCRIMINATION

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

VII

INDEMNIFICATION

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

arising out of or relating to the maintenance and operation of the Landfill, except for occurrences caused by or arising out of the negligence or willful conduct of the County or the County Representative, their officers, employees, and agents.

**VIII
INSURANCE**

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

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen’s Compensation	Statutory
Employer’s Liability	\$1,000,000 each accident
Comprehensive General Liability Bodily Injury Liability and Property Damage Combined	\$1,000,000 each occurrence
Automobile Liability Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each occurrence

**IX
DEFAULT**

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

County or the County Representative, the City may credit these reimbursable costs against the fees due or that may become due to the County Representative pursuant to this Restated Agreement.

X
GENERAL PROVISIONS

- 10.01 No parties shall assign or transfer, or permit the assignment or transfer of this Restated Agreement or the rights hereunder without the prior written consent of the other party. Approval of any assignment shall not be unnecessarily withheld.
- 10.02 This Restated Agreement constitutes the entire Restated Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.03 This is an agreement for the performance of specific services described herein. Under no circumstances or conditions shall the Operation of the Landfill by the County or its Representative in accordance with this Restated Agreement be deemed a public function of the City, nor has the City acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Landfill by virtue of this Restated Agreement.
- 10.04 From and after the Commencement Date of this Restated Agreement, the County's Representative performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County or the County Representative unless such cause or causes is a result of action or non-action by the County or the County Representative. Such causes shall include, but not limited to, acts of God, acts of war, riot, fire, meteor, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirement, rules, orders or actions; injunction or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Restated Agreement; national defense requirements; labor strike, lockout or injunction. The County Representative shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of County or the County Representative.
- 10.05 If any term, clause or provision of this Restated Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Restated Agreement, or the application of such term, clause, or provision to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause, or provision that is illegal

or unenforceable, there be added as a part of this Restated Agreement a term, clause, or provision as similar in terms to such illegal, invalid, or unenforceable term, clause or provision as may be possible and be legal, valid, and enforceable.

- 10.06 This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.07 The covenants, terms, conditions, and provisions of this Restated Agreement shall extend to and be binding upon the successors and assigns of the respective parties.
- 10.08 This Restated Agreement is entered into and authorized by respective home rule charters and Texas Government Code Chapter 791, the Texas Interlocal Cooperation Contracts Act. This Restated Agreement has been authorized by the Governing Council of each party to this Restated Agreement. Each party agrees to pay for the performance of its functions and services under this Restated Agreement from current revenues available to the parties. The Parties agree that any obligation or liability arising from or out of or in connection with this Restated Agreement are solely the obligations of each parties systems, and that any such obligations or liabilities shall never be payable out of any funds raised or to be raised by taxation, and the parties covenant and agree to establish, adjust, and revise their rates and charges for the use and services of their sanitation systems, form time to time, so that the revenues of such systems shall be sufficient to pay all operating expenses of such systems in connection with this Restated Agreement.
- 10.09 The County Representative acknowledges that during the Term of this Restated Agreement it shall not attempt to compete for the collection of MSW within the municipal boundaries of the City. Only the collection by the County Representative of construction & demolition waste described in the City's ordinance 14.06.03 is permissible during the Term of this Restated Agreement. However, in the event of a request from the City's Management, the County Representative may assist the City in the collection and marketing of waste or recyclables due to unusual circumstances, which services shall only be provided by the County Representative upon reaching a mutually agreed upon rate of compensation prior to performance of the requested services.
- 10.10 All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

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

IN WITNESS WHEREOF, the parties hereto cause this Restated Agreement to be effective as of October 1, 2003, the date of the Original Agreement, by their presence to be signed and sealed

this __ day of _____, 2006, and written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CITY OF HUNTSVILLE

ATTEST:

Mayor, City of Huntsville

City Secretary, City of Huntsville

APPROVED:

City Attorney, City of Huntsville

POLK COUNTY

John P. Thompson

Honorable John P. Thompson, Polk County Judge
(approved by Polk County Commissioners
Court on April 11, 2006)

ATTEST:

Barbara Middleton

Barbara Middleton, County Clerk

Acknowledged and Agreed to:

SANTEK ENVIRONMENTAL OF TEXAS, LLC

Edward A. Caylor, President



Attachments:

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

#19

Budget Revisional
#2006-12

REVISION
AMENDMENT CHANGES BY FUND

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

REVISIONS
AMENDMENT WAS REVIEWED AND APPROVED
B. L. Dockens

B. L. DOCKENS
COUNTY AUDITOR

John P. Thompson
JOHN P. THOMPSON
COUNTY JUDGE

04/03/2006 14:35:00

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	CLK
2006 010-450-105 SALARIES		03/27/2006	2K6R12	172,580.28	172,298.58	281.70-	MOVE FUNDS TO P/T SALARIES; KP	
2006 010-450-108 SALARIES - PART/TT		03/27/2006	2K6R12	24,139.20	24,420.90	281.70	MOVE FUNDS FROM SALARIES;CO KP	
2006 010-450-315 OFFICE SUPPLIES		03/27/2006	2K6R12	8,300.00	9,800.00	1,500.00	MOVE FUNDS FROM EQUIP REPAIR KP	
2006 010-450-452 EQUIPMENT REPAIR		03/27/2006	2K6R12	2,000.00	500.00	1,500.00-	MOVE FUNDS TO OFC SUPPLIES; KP	
EXPENSE SUMMARY - DIST CLERK			TOTAL AMENDMENTS	4	TOTAL CHANGES	.00		
2006 010-512-105 SALARIES		03/27/2006	2K6R12	684,762.60	682,978.27	1,784.33-	MOVE FUNDS TO P/T SALARIES; KP	
2006 010-512-105 SALARIES		03/27/2006	2K6R12	682,978.27	682,703.35	274.92-	MOVE FUNDS TO JUV TRANSPORT KP	
2006 010-512-108 SALARIES - PART/TT		03/27/2006	2K6R12	30,000.00	31,784.33	1,784.33	MOVE FUNDS FROM SALARIES;CO KP	
2006 010-512-150 JUVENILE TRANSPORT		03/27/2006	2K6R12	2,960.58	3,235.50	274.92	MOVE FUNDS FROM SALARIES;CO KP	
EXPENSE SUMMARY - JAIL			TOTAL AMENDMENTS	4	TOTAL CHANGES	.00		
2006 010-560-105 SALARIES		03/27/2006	2K6R12	1,355,771.70	1,349,854.57	5,917.13-	MOVE FUNDS TO P/T SALARIES; KP	
2006 010-560-108 SALARIES PART-TIM		03/27/2006	2K6R12	31,000.00	36,917.13	5,917.13	MOVE FUNDS FROM SALARIES;CO KP	
EXPENSE SUMMARY - SHERIFF DEPT			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2006 015-369-100 CULVERT/MATERIAL R		03/27/2006	2K6R12	750.00-	812.30-	62.30-	RECORD CK TX COUNTY/DIST. R KP	
			TOTAL AMENDMENTS	1	TOTAL CHANGES	62.30-		
2006 015-610-456 PARTS/REPAIRS-INNA		03/27/2006	2K6R12	5,200.00	5,600.00	400.00	MOVE FUNDS FROM RB#3 CULVER KP	
ROAD & BRIDGE ADMIN-EXPENSES			TOTAL AMENDMENTS	1	TOTAL CHANGES	400.00		
2006 015-621-105 SALARIES		03/27/2006	2K6R12	232,644.87	231,571.51	1,073.36-	MOVE FUNDS TO P/T SALARIES; KP	
2006 015-621-108 SALARY - PART TIME		03/27/2006	2K6R12	14,955.32	16,028.68	1,073.36	MOVE FUNDS FROM SALARIES;CO KP	
2006 015-621-330 FUEL/OIL		03/27/2006	2K6R12	65,194.00	65,256.30	62.30	RECORD CK TX COUNTY/DIST. R KP	
PRECINCT #1 - EXPENSE SUMMARY			TOTAL AMENDMENTS	3	TOTAL CHANGES	62.30		
2006 015-623-105 SALARIES		03/27/2006	2K6R12	370,693.74	369,172.82	1,520.92-	MOVE FUNDS TO P/T SALARIES; KP	
2006 015-623-108 SALARIES - PART/TT		03/27/2006	2K6R12	15,080.46	16,601.38	1,520.92	MOVE FUNDS FROM SALARIES;CO KP	
2006 015-623-338 CULVERTS		03/27/2006	2K6R12	1,000.00	600.00	400.00-	MOVE FUNDS TO INNATE WORK C KP	
			TOTAL AMENDMENTS	3	TOTAL CHANGES	400.00-		

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REPORT OF GENERAL LEDGER AMENDMENTS

GELL22 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2006 010-342-404	ELECTION EXPENSE R	03/29/2006	2K6R12	600.00-	1,039.82-	RECORD CK REPUBLICAN PARTY-	439.82-	KP
2006 010-342-551	TRA PATROL REIMBUR	03/29/2006	2K6R12	63,912.34-	77,631.25-	RECORD CK TRA,REIMBURSE SHE	13,718.91-	KP
	TOTAL AMENDMENTS		2	TOTAL CHANGES			14,158.73-	
2006 010-403-105	SALARIES	03/29/2006	2K6R12	202,131.19	203,210.91	MOVE FUNDS FROM ELECTION EX	1,079.72	KP
2006 010-403-201	SOCIAL SECURITY	03/29/2006	2K6R12	19,039.03	19,121.63	MOVE FUNDS FROM ELECTION EX	82.60	KP
2006 010-403-204	WORKERS COMPENSATI	03/29/2006	2K6R12	1,386.86	1,392.17	MOVE FUNDS FROM ELECTION EX	5.31	KP
2006 010-403-206	UNEMPLOYMENT INSUR	03/29/2006	2K6R12	596.11	599.24	MOVE FUNDS FROM ELECTION EX	3.13	KP
2006 010-403-484	ELECTION EXPENSE	03/29/2006	2K6R12	62,999.94	62,999.76	RECORD CK REPUBLICAN PARTY-	399.82	KP
2006 010-403-484	ELECTION EXPENSE	03/29/2006	2K6R12	62,999.76	61,829.00	MOVE FUNDS TO SALARY/BENEFIT	1,170.76-	KP
2006 010-403-484	ELECTION EXPENSE	03/29/2006	2K6R12	61,829.00	61,869.00	CORRECT AMT REPUBLICAN PART	40.00	KP
	EXPENSE SUMMARY - COUNTY CLERK		TOTAL AMENDMENTS	7	TOTAL CHANGES		439.82	
2006 010-560-105	SALARIES	03/29/2006	2K6R12	1,349,854.57	1,361,412.52	RECORD CK TRA,REIMBURSE SHE	11,557.95	KP
2006 010-560-201	SOCIAL SECURITY	03/29/2006	2K6R12	112,575.98	113,460.16	RECORD CK TRA,REIMBURSE SHE	884.18	KP
2006 010-560-203	RETIREMENT	03/29/2006	2K6R12	101,433.61	102,250.76	RECORD CK TRA,REIMBURSE SHE	817.15	KP
2006 010-560-204	WORKERS COMPENSATI	03/29/2006	2K6R12	78,635.61	79,061.72	RECORD CK TRA,REIMBURSE SHE	426.11	KP
2006 010-560-206	UNEMPLOYMENT INSUR	03/29/2006	2K6R12	4,062.56	4,096.08	RECORD CK TRA,REIMBURSE SHE	33.52	KP
2006 010-560-394	DRUG DOG EXPENSES/	04/04/2006	2K6R12	2,250.00	3,250.00	MOVE FUNDS FROM DRUG DOG CA	1,000.00-	KP
2006 010-560-576	DRUG DOG	04/04/2006	2K6R12	1,000.00	1,000.00	MOVE FUNDS TO DRUG DOG EXPE	1,000.00-	KP
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	7	TOTAL CHANGES		13,718.91	
2006 015-369-200	CULVERT/MATERIAL R	03/29/2006	2K6R12	32,065.62-	32,953.62-	RECORD CK CITY OF ONALASKA;	888.00-	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES			888.00-	
2006 015-370-325	PCT 3 INSURANCE MO	03/29/2006	2K6R12	.00	4,472.72-	RECORD CK TAC-REPAIR D8 CAT	4,472.72-	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES			4,472.72-	
2006 015-622-337	MATERIAL/SUPPLIES	03/29/2006	2K6R12	20,754.00	21,642.00	RECORD CK CITY OF ONALASKA;	888.00	KP
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	1	TOTAL CHANGES		888.00	
2006 015-623-456	PARTS & REPAIRS	03/29/2006	2K6R12	27,099.63	31,572.35	RECORD CK TAC-REPAIR D8 CAT	4,472.72	KP
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		4,472.72	
2006 051-645-333	RAW FOOD	03/30/2006	2K6R12	58,675.25	57,675.25	MOVE FUNDS TO AUTO REPAIRS;	1,000.00-	KP
2006 051-645-454	AUTO REPAIRS-VAN/C	03/30/2006	2K6R12	1,000.00	2,000.00	MOVE FUNDS FROM RAW FOODS;	1,000.00	KP
	TOTAL AMENDMENTS		2	TOTAL CHANGES			.00	

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,953.16
015	ROAD & BRIDGE ADM	380.21
051	AGING	488.12
088	JUDICIARY FUND	260.95
TOTAL OF ALL FUNDS		3,082.44

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

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

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

ACH 690

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,950.84
TOTAL OF ALL FUNDS	4,950.84

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

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

SCHEDULE OF BILLS BY FUND

ACH 691

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,807.22
015	ROAD & BRIDGE ADM	6,009.00
027	SECURITY	198.10
051	AGING	656.54
083	MUSEUM OPERATING FUND	55.94
101	ADULT SUPERVISION	4,123.76
185	CCAP - JUVENILE PROBATION	1,861.56
TOTAL OF ALL FUNDS		36,712.12

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,567.66
015	ROAD & BRIDGE ADM	1,405.32
027	SECURITY	46.30
051	AGING	153.56
083	MUSEUM OPERATING FUND	13.08
101	ADULT SUPERVISION	964.40
185	CCAP - JUVENILE PROBATION	435.36
TOTAL OF ALL FUNDS		8,585.68

ACH 692

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,536.97
015	ROAD & BRIDGE ADM	3,258.81
027	SECURITY	78.25
051	AGING	190.53
083	MUSEUM OPERATING FUND	19.16
101	ADULT SUPERVISION	3,082.59
185	CCAP - JUVENILE PROBATION	1,236.92
TOTAL OF ALL FUNDS		24,403.23

ACIT 693

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	141,202.43
015	ROAD & BRIDGE ADM	37,369.46
027	SECURITY	1,261.31
051	AGING	4,333.82
083	MUSEUM OPERATING FUND	365.95
101	ADULT SUPERVISION	23,229.01
185	CCAP - JUVENILE PROBATION	10,318.81
TOTAL OF ALL FUNDS		218,080.79

AC 116 94

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,776.15
015	ROAD & BRIDGE ADM	246.76
	TOTAL OF ALL FUNDS	3,022.91

ACH 695

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,359.25
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
061	DEBT SERVICE FUND	6,121.94
101	ADULT SUPERVISION	1,899.87
185	CCAP - JUVENILE PROBATION	1,056.65
	TOTAL OF ALL FUNDS	10,737.71

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	53,822.52
015	ROAD & BRIDGE ADM	13,404.89
027	SECURITY	394.63
051	AGING	1,425.20
083	MUSEUM OPERATING FUND	116.38
101	ADULT SUPERVISION	9,728.66
185	CCAP - JUVENILE PROBATION	4,337.06
TOTAL OF ALL FUNDS		83,229.34

ACH 696

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	135,118.00
015	ROAD & BRIDGE ADM	3,139.00
	TOTAL OF ALL FUNDS	----- 138,257.00

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	54,755.50
015	ROAD & BRIDGE ADM	399.13
051	AGING	266.29
061	DEBT SERVICE FUND	11,274.06
088	JUDICIARY FUND	345.95
TOTAL OF ALL FUNDS		67,040.93

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	15,240.27
015	ROAD & BRIDGE ADM	787.28
027	SECURITY	40.73
051	AGING	770.69
088	JUDICIARY FUND	182.75
	TOTAL OF ALL FUNDS	17,021.72

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	250.00

TOTAL OF ALL FUNDS	250.00

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	15,097.06
051	AGING	218.00

	TOTAL OF ALL FUNDS	15,315.06

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 _____

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	87,278.20
015	ROAD & BRIDGE ADM	33,344.52
027	SECURITY	49.06
051	AGING	384.00
093	CO CLERK RECORDS MGMT FUND	514.50
094	COUNTY RECORDS MGMT FUND	17,414.21
TOTAL OF ALL FUNDS		138,984.49

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT *B. L. Dockens*

B. L. DOCKENS _____

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson* _____

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,989.28

TOTAL OF ALL FUNDS	8,989.28

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

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ADDENDUM
SCHEDULE OF BILLS FOR
APRIL 11, 2006
FY 2006

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
Texas Assoc of Counties	Worker's Comp Fund	Various	Various	\$ 19,234.00
	Worker's Comp Annual Audit 2005			



COPY #22

DATE: MARCH 29 THROUGH APRIL 11, 2006 Revised List.

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	DONNA JEAN CANTRELL	COUNTY CLERK	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/(-01) \$18,603.56	NEW HIRE EFFECTIVE 04/17/2006
(2)	DIANA GAIL GRAY	COUNTY CLERK	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/(-01) \$18,603.56	CHANGE SALARY TO BEGINNING GROUP/STEP OF LEVEL 11/01 (\$19,545.36) EFFECTIVE 04/09/2006
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						
(23)						

#26

COPY

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
HOME PROGRAM

HURRICANE RITA DISASTER CONTRACT # 1000600
OWNER-OCCUPIED HOUSING ASSISTANCE
WITH
POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM

Awarding Federal Agency: U.S. Department of Housing and Urban Development

Award Number: M _____ SG 48-0100

Award Year: 2006

HUD Entity Type: State Recipient

This contract and agreement in connection with an **OWNER-OCCUPIED HOUSING ASSISTANCE PROGRAM** award ("contract"), is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, an agency of the State of Texas, ("Department"), and **POLK COUNTY**, a Texas Corporate and Political Body, ("Administrator"), and herein collectively referred to as "parties." For and in consideration of the promises herein made, and the mutual benefits derived and to be derived, the parties hereto agree and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks which are the substance of this contract.

SECTION 1. CONTRACT PERIOD

This contract shall be effective and commence on **April 17, 2006** and shall terminate on **April 17, 2007** unless otherwise specifically provided herein ("contract period").

SECTION 2. ADMINISTRATOR PERFORMANCE

Administrator agrees to administer an **Owner Occupied Housing Assistance** award in accordance with the HOME Investment Partnerships Act of 1990, 42 U.S.C. 12721 – 12839, (the "Act" or "HOME"); the implementing regulations, 24 C.F.R. Part 92; Tex. Gov't Code Ann. Chapter 2306 (Vernon 2005), the HOME Investment Partnerships Program administrative rules, 10 TAC § 53.50 et seq. (the "HOME Rules"), the HOME Program Procedures Manual (HOME Manual) and the Application Package. Administrator agrees to perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Applicable Laws and Regulations (Exhibit B); and the Certifications attached (Exhibit C;) all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Administrator in its application for the project funded under this contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 3. DEPARTMENT OBLIGATIONS

A. In consideration of full and satisfactory performance of the activities referred to in Section 2 of this contract, Department shall be liable for actual and reasonable costs incurred by Administrator during the contract period for performances rendered under this contract by Administrator, subject to the limitations set forth in this Section 3.

1. It is expressly understood and agreed by the parties hereto that Department's obligations under this Section 3 are contingent upon the full and satisfactory performance by Administrator of the activities herein described and the actual receipt by Department of

adequate federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Administrator in writing within a reasonable time after such fact is determined. In that event, this contract shall terminate and neither party shall have any further rights or obligations hereunder.

2. Department shall not be liable to Administrator for any costs incurred by Administrator, which have been paid to Administrator or are subject to payment to Administrator, or have been reimbursed to Administrator or are subject to reimbursement to Administrator, by any source other than Department.
 3. Department shall not be liable to Administrator for any costs incurred by Administrator which are not allowable costs, as set forth in 24 C.F.R. Section 92.205, 92.206, and 92.207 and Section 5 of this contract. Funds provided under this contract may not be used for payment of prohibited activities as more particularly described in 24 C.F.R. Sec. 92.214.
 4. Department shall not be liable to Administrator for any costs incurred by Administrator or for any performances rendered by Administrator which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, and Exhibit C, of this contract.
 5. Department shall not be liable for costs incurred or performances rendered by Administrator before the effective date of this contract or after termination of this contract and shall further not be liable for any costs incurred and not billed to Department within sixty (60) days after the termination of this contract.
- B. Notwithstanding any other provision of this contract to the contrary, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of **THREE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$312,000.00)**.

SECTION 4. DISBURSEMENT OF FUNDS

- A. Department shall reimburse Administrator for eligible costs incurred under this contract in accordance with the requirements of 24 C.F.R. Part 92. Administrator shall submit to Department at its offices in Travis County, Texas, a properly completed electronic request for reimbursement, as specified by Department, as often as actually needed. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such request. Administrator agrees to attend implementation training prior to the disbursement of any funds under this contract.
- B. Department reserves the right to recapture funds provided under this contract in the event Department determines that Administrator will be unable to expend all funds awarded within the contract period. Administrator acknowledges that in the event Administrator is unable to perform in accordance with the Performance Statement, Administrator shall terminate this contract and surrender Administrator's rights to any remaining funds.
- C. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 4, or in any other provision of this contract, shall not preclude the exercise of any other right or remedy under this contract or under any provision of law. Nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 5. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

- A. If Administrator is a governmental entity, Administrator shall comply with the requirements of OMB Circular No. A-87; the following requirements of 24 C.F.R. Part 85: Sections 85.6, 85.12,

- 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52; and the Uniform Grant Management Standards, 1 TAC §§ 5.141-5.167, unless otherwise specified in this contract.
- B. If Administrator is a non-profit organization, Administrator shall comply with requirements of OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: Sections 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72 and 84.73, unless otherwise specified in this contract.
- C. Administrator shall comply with the requirements of 24 C.F.R. Sec. 92.503 to account for program income, repayments, and recaptured funds related to activities financed in whole or in part with funds provided under this contract. Administrator shall provide reports of program income as requested by Department. Administrator may not retain program income of any kind, however derived, under this contract, including the retention of program income to fund other eligible HOME activities. Program income derived under this contract must be submitted to Department within three (3) days of receipt. In any event, program income received from a prior HOME contract must be disbursed before Administrator requests additional funds from Department.
- D. If Administrator is not a governmental entity, Administrator shall maintain director or officer liability insurance coverage in an amount not less than the value of this contract that is sufficient to protect the interest of the Department in the event an actionable act or omission by a director or officer of Administrator damages the Department's interests. Administrator shall provide Department with certificates of insurance evidencing Administrator's current and effective insurance coverage. Administrator agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. Administrator agrees to suspend the performance of all work performed under this contract until the Administrator satisfies the required coverage requirements, obtains the required policy endorsements and delivers to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from Department that the performance of work under this contract may recommence.

SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS

- A. Administrator shall establish and maintain sufficient records, as specified by Department and in accordance with 24 C.F.R. Sec. 92.508(a), including records that demonstrate that each household assisted with funds provided under this contract is income eligible in accordance with 24 C.F.R. Sec. 92.203.
- B. Administrator agrees that Department, the Auditor of the State of Texas, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Administrator pertaining to this contract. Administrator agrees to maintain such records at its regular place of business.
- C. All records pertinent to this contract shall be retained by Administrator for a period of five (5) years following the date of HUD's close-out of the Department's program funding year, except that if any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- D. Administrator acknowledges that Department is subject to the Texas Public Information Act and Administrator agrees to cooperate with Department in responding to requests under the Texas Public Information Act. Administrator further understands and agrees that it shall provide citizens, public agencies, and other interested parties with reasonable access to all records relating to the funds provided under this contract, subject to the restrictions under the Texas Public Information Act relating to privacy and confidentiality.
- E. Administrator shall include the substance of this Section 6 in all of its subcontracts.

SECTION 7. REPORTING REQUIREMENTS

- A. Administrator shall submit to Department such reports on the operation and performance of this contract as may be required by Department, including but not limited to the reports specified in this Section 7. Administrator shall provide Department with all reports necessary for Department's compliance with 24 C.F.R. Part 92.
- B. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Administrator fails to submit to Department in a timely and satisfactory manner any report required by this contract or the HOME Manual, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Administrator hereunder. If Department withholds such payments, it shall notify Administrator in writing of its decision, the reasons for this action and the time period in which Administrator must bring itself into compliance. Payments withheld pursuant to this paragraph may be held by Department until such time as the Administrator is in compliance with the requirements for which funds are being withheld. If Administrator fails to perform as required within the stated cure period, Department may terminate this contract and Administrator hereby agrees and acknowledges that upon termination, Administrator's rights to any funds shall be terminated.

SECTION 8. MONITORING

Department reserves the right, from time to time, to carry out field inspections and desk reviews to ensure compliance with the requirements of this contract. After each monitoring visit or desk review, Department shall provide Administrator with a written report of the monitor's findings. If the monitoring reports note deficiencies in Administrator's performance under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Administrator. Failure by Administrator to take the action specified in the monitoring report may be cause for suspension, termination or repayment of this contract, as provided in Sections 16, 17, and Section 18 of this contract. Administrator agrees to attend training, as required by Department, including 1st Wednesday Program and 1st Thursday Income Eligibility workshops.

SECTION 9. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Department is contracting with Administrator as an independent contractor, and that Administrator, as such, agrees to hold Department harmless and to the extent allowed by law indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Administrator under this contract.

SECTION 10. SUBCONTRACTS

- A. Administrator shall only subcontract for performance of activities described in this contract after Administrator has submitted the appropriate documentation verifying the subcontractor's eligibility, as specified by Department, for each such proposed subcontract, and Administrator has obtained Department's written approval, based on the information submitted, of Administrator's intent to enter into such proposed subcontract. Administrator, in subcontracting for any activities described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Administrator's subcontractor(s).
- B. In no event shall any provision of this Section 10, specifically the requirement that Administrator obtain Department's prior written approval of a subcontractor's eligibility, be construed as

relieving Administrator of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Administrator. Department's approval under this Section 10 does not constitute adoption, ratification, or acceptance of Administrator's or subcontractor's performance hereunder. Department maintains the right to insist upon Administrator's full compliance with the terms of this contract, and by the act of approval under this Section, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

- C. Administrator shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract. Administrator shall ensure compliance with the requirements of 24 C.F.R. Sections 84.40 through 84.48 (if Administrator is a nonprofit organization) or 24 C.F.R. Sections 85.36 (if Administrator is a government entity), in the procurement of property and services.

SECTION 11. CONFLICT OF INTEREST

- A. Administrator shall ensure that no employee, agent, consultant, officer or elected or appointed official of Administrator, who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or who is in a position to participate in a decision making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract, or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. Administrator shall ensure that no employee, officer, or agent of Administrator shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- C. Administrator shall include the substance of this Section 11 in all of its subcontracts.

SECTION 12. NONDISCRIMINATION AND SECTARIAN ACTIVITY

- A. Administrator shall ensure that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 at 12 U.S.C. 1701u that:
1. to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and
 2. to the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

- B. None of the performances rendered by Administrator under this contract shall involve, and no portion of the funds received by Administrator under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship. Administrator shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development at 24 C.F.R. Sec. 92.257.
- C. Administrator shall include the substance of this Section 12 in all of its subcontracts.

SECTION 13. LEGAL AUTHORITY

- A. Administrator assures and guarantees Department that Administrator possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Administrator has obligated itself to perform under this contract.
- B. The person(s) signing and executing this contract on behalf of Administrator, does hereby warrant and guarantee that he is duly authorized by Administrator to execute this contract on behalf of Administrator and to validly and legally bind Administrator to all the terms, performances, and provisions of this contract.
- C. Administrator shall not employ, award contracts to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U. S. Department of Housing and Urban Development. In addition, Department shall have the right to suspend or terminate this contract if Administrator is debarred, suspended, proposed for debarment, or is otherwise ineligible from participating in the HOME Program. Administrator acknowledges and agrees that this section specifically includes, but is not limited to, consultants hired by Administrator to assist Administrator in any aspect relative to the activities of this contract.

SECTION 14. LITIGATION AND CLAIMS

- A. Administrator shall give Department immediate notice, in writing, of the occurrence of any of the following events:
 - 1. any action, including any proceeding before an administrative agency, filed against Administrator in connection with this contract; and
 - 2. any claim against Administrator, the cost and expense of which Administrator may be entitled to be reimbursed by Department.
- B. Except as otherwise directed by Department, Administrator shall furnish immediately to Department copies of all pertinent papers received by Administrator with respect to such action or claim.

SECTION 15. CHANGES AND AMENDMENTS

- A. Except as specifically provided otherwise in this contract, any changes, additions, or deletions to the terms of this contract shall be in writing and executed by both parties to this contract. An executed facsimile copy will be sufficient to evidence the parties agreement to any amendment, revision or change to this contract.
- B. It is understood and agreed by the parties hereto that performance of all activities under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to Department by Administrator, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, the parties herein agree that the activities under this contract are amended by the provisions of the HOME Manual and any amendments or revisions thereto, and may be further amended in the following manner:

1. Department may, from time to time during the contract period, issue policy revisions which serve to establish, interpret, or clarify the performance requirements under this contract. Such policy directives shall:
 - a. be promulgated in the form of HOME Program Policy Issuances;
 - b. have the effect of qualifying the terms of this contract; and
 - c. be binding upon Administrator as if written herein.
 2. Provided, however, that said policy revisions and any amendments to the HOME Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 3 of this contract to reimburse costs incurred by Administrator prior to the effective date of said amendment or policy directive.
- C. Any changes, additions, or deletions to the terms of this contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this contract without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 16. SUSPENSION

In the event Administrator fails to comply with any term of this contract, Department may, upon written notification to Administrator, suspend this contract in whole or in part, withhold further payments to Administrator, and prohibit Administrator from incurring additional obligations for funds under this contract. Administrator acknowledges that it does not have a right to suspension as a pre-requisite to termination.

SECTION 17. TERMINATION

Department may terminate this contract in whole or in part, in accordance with this section. If Administrator has not achieved substantial progress in performance of this contract within six (6) months of the effective date of this contract, this contract will terminate. In the event Administrator fails to materially comply, in Department's sole discretion and judgment, with any term of this contract, or any term stated in a federal statute or regulation, or with any assurance given to Department by Administrator, or with any term in a state plan, or with Administrator's application, the notice of award, or elsewhere, Department may take any of the following actions:

- A. temporarily withhold cash payments pending correction of the deficiency by the Administrator;
- B. disallow all or part of the cost of the activity or action not in compliance;
- C. suspend this contract upon written notification to Administrator of the deficiency and the period within which Administrator must comply;
- D. accept Administrator's failure to comply or correct any deficiency within the time period set forth in any written notice of suspension as evidence of Administrator's inability to perform under the terms of this contract, Administrator's intent to terminate this contract and Administrator's agreement to surrender all rights to remaining funds;
- E. withhold further HOME awards from Administrator;
- F. take more severe enforcement action against Administrator by taking any other remedies that may be legally available to Department, as determined by Department, to assure compliance with the terms of this contract.

SECTION 18. AUDIT

- A. In addition to the requirements of Section 6(B) of this contract, Administrator shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by the Department for each fiscal year in which any months of the Administrator's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, Administrator shall arrange for the performance of an annual financial and compliance audit of

funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Administrator shall have an audit conducted in accordance with 24 C.F.R. Section 84.26 or Section 85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 1 of this contract in which Administrator has expenses of more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.
 2. At the option of Administrator, each audit required by this section may cover either Administrator's entire operations or each department, agency, or establishment of Administrator which received, expended, or otherwise administered federal funds.
 3. Notwithstanding anything to the contrary in Section 3, Administrator may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract. Provided, however, Department shall not make payment for the cost of such audit services until Department has received the audit report from Administrator.
 4. Unless otherwise specifically authorized by Department in writing, Administrator shall submit two (2) copies of the report of such audit to Department within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.
- B. Notwithstanding anything in Section 18(A) to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Administrator agrees to permit Department, or its authorized representative, to audit Administrator's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- C. Administrator understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Administrator further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Administrator from funds which were not provided or otherwise made available to Administrator under this contract.
- D. Administrator shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Administrator.
- E. All approved HOME audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

SECTION 19. ENVIRONMENTAL CLEARANCE REQUIREMENTS

- A. The environmental effects of each activity carried out with funds provided under this contract must be assessed in accordance with the provisions of the HOME manual, National Environmental Policy Act of 1969 and the related activities listed in HUD's implementing regulations at 24 C.F.R. Parts 50 and 58. Each such activity must have an environmental review completed and support documentation prepared complying with the National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Parts 50 and Part 58. No funds may be committed to an activity before the completion of the environmental review process, including the requirements of 24 C.F.R. Sec. 58.6.
- B. If funds are provided under this contract to a "state recipient," Department is responsible for release of funds requests and is the Responsible Entity (RE) that assumes all environmental

responsibilities of the U.S. Department of Housing and Urban Development pursuant to 24 CFR Part 58, "Subpart H – Release of Funds for Particular Projects."

- C. A non-governmental entity is not delegated authority to become an RE and make environmental determinations and therefore, shall assist Department in completing the environmental review by providing all relevant information needed to perform an environmental review, or carry out mitigating measures required, or selecting an alternate property for assistance. Both governmental and non-governmental entities shall attend implementation training for environmental assessment.
- D. The assessments must be satisfactory to Department. This contract is conditional in nature and does not grant Administrator legal claim to any HOME funds for a specific project or site until the environmental review process is approved by Department. The agreement to provide funds to the project is conditional on Department's or Administrators determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 20. SPECIAL CONDITIONS

- A. Department shall not release any funds for any costs incurred by Administrator under this contract until Department has received certification from Administrator that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of, and accounting for, funds provided under this contract. Department shall specify the content and form of such certification.
- B. Upon termination of this contract, all funds remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this contract, shall revert to Department. Administrator shall return these assets to Department within seven (7) business days after the date of termination.
- C. Funds provided under this contract may not be used in connection with rehabilitation of a house located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification regarding such hazards and flood insurance is obtained as a condition of approval of the commitment.
- D. Administrator agrees that all repayments, including all interest and any other return on the investment of funds provided under this contract, shall be made to Department. All program income received by Administrator for funds utilized under this contract must be submitted to Department within three (3) days of receipt by Administrator.
- E. Administrator shall adopt affirmative marketing procedures and requirements. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. Section 92.351. The procedures and requirements shall be prepared in accordance with the HOME Manual.

SECTION 21. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.
- B. The attachments enumerated and denominated below are a part of this contract and constitute promised performances under this contract:
 1. Exhibit A, Performance Statement
 2. Exhibit B, Applicable Laws and Regulations
 3. Exhibit C, Certifications

SECTION 22. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

SECTION 23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

Administrator shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Administrator under this contract. Upon request by Department, Administrator shall furnish satisfactory proof of its compliance therewith.

**POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY**

By: 
John Thompson
County Judge

Date: 4-11-06

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
William Dally
Acting Executive Director

Date: _____

This contract was approved by the Texas Department of Housing and Community Affairs Board of Directors on **March 20, 2006**, and is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or by his/her authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT A

PERFORMANCE STATEMENT

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

Administrator shall carry out the following activities identified in its 2006 HOME Program Hurricane Rita Disaster Application Number: 2006-0006 RDR

OWNER OCCUPIED HOUSING ASSISTANCE PROGRAM

Administrator shall implement an Owner-Occupied Housing Assistance Program in accordance with 24 C.F.R. Part 92, Title 10 Part 1, Chapter 53, TDHCA Policy Issuances regarding the HOME Program, and HUD Waiver of HOME Requirements for Participating Jurisdiction in Presidentially Declared Disaster Areas Due to Hurricane Rita, dated October 4, 2005. Administrator shall submit to Department, Program Design Options for Departmental approval prior to setting up an activity or utilizing project funds.

Administrator shall use the funds provided under this contract to provide assistance to rehabilitate or reconstruct a minimum of 6 houses, each of which must be the principal residence of the homeowner assisted.

HOME Owner Occupied Housing Assistance shall be:

1. In the Form of a **grant** for households whose income is at or below 30% AMFI, as defined by HUD.
2. In the form of a **five-year deferred forgivable loan** for households whose income is from 31% to 50% AMFI, as defined by HUD.
3. In the form of a **zero percent, thirty year repayable loan** for households whose income is 51% to 80% AMFI, as defined by HUD.

In instances where a manufactured housing unit will be replaced by site built housing or homeowner will relocate to an alternate housing site, HOME assistance shall be:

1. In the form of a fifteen-year deferred forgivable loan (based on assistance above \$40,000) for households whose income is 50% and below the Area Median Family Income as defined by HUD.
2. In the form of a zero percent, thirty year repayable loan for households whose income is 51% to 80% the Area Median Family Income, as defined by HUD.

ZERO (0) of the **SIX (6)** assisted homeowners shall have incomes that are thirty percent (30%) or less of the area median family income (AMFI), as defined by HUD.

SIX (6) of the **SIX (6)** assisted homeowners shall have incomes that are fifty percent (50%) or less of the area median family income (AMFI), as defined by HUD.

ZERO (0) of the **SIX (6)** assisted homeowners shall have incomes that are sixty percent (60%) or less of the area median family income (AMFI), as defined by HUD.

ZERO (0) of the **SIX (6)** assisted homeowners shall have incomes that are eighty percent (80%) or less of the area median family income (AMFI) as defined by HUD.

All SIX (6) assisted homeowners will be victims directly affected by the disaster caused by Hurricane Rita which occurred on September 24, 2005.

Each unit must meet State and local health and safety codes. All repairs, must, at a minimum, meet or exceed the Texas Minimum Construction Standards (TMCS), FHA minimum standards, as well as local building codes and zoning ordinances. If a home is reconstructed, Administrator must also ensure compliance with the universal design features in new construction, established by §2306.514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code.

Administrator is limited to serving homeowners whose primary residence is located in **POLK COUNTY**, Texas, unless otherwise approved by Department.

MATCH

NO MATCH REQUIREMENT

ADMINISTRATION

Administrator may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in accordance with Sections 3, 4, and 5 of this contract and 24 C.F.R Sec. 92.207 in an amount that is not more than four percent (4%) or **TWELVE THOUSAND AND NO/100 (\$12,000.00)** of the total amount of project funds received under this contract.

Administrator shall be allowed to draw up to ten percent (10%) of the actual allowable administrative costs incurred at the initial state of the contract, with the remaining ninety percent (90%) funded on a pro rata basis, based on draws.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT B

THE APPLICABLE LAWS AND REGULATIONS

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

Administrator shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Administrator under this contract, including but not limited to the laws and the regulations specified in Section I through IV of this Exhibit B.

I. CIVIL RIGHTS

In addition to The Fair Housing Act (42 U.S.C. 3601 et seq. and implementing regulations at 24 C.F.R. part 100), specific federal requirements are set forth in 24 C.F.R. Part 5

II. LEAD-BASED PAINT

Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4821 et seq. and 24 C.F.R. Part 35

III. ENVIRONMENTAL STANDARDS

The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et. seq.) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.

IV. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4201 - 4655 and 49 C.F.R. Part 24

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS


POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

By: 
John Thompson
County Judge

Date: 4-11-06

COPY

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Contract System Access Request Form



Administrator Name: Polk County	Administrator Phone Number: 936-327-6813
Physical Address (street, city, zip): 101 West Church Street, Suite 300, Livingston, TX 77351	
Mailing Address: SAME	Email: jshandley_polk@hotmail.com
HOME Contract Number: 1000600	Administrator Tax ID #: 7460001621
Administrator's Fiscal Year Begins: 10/1	Administrator's Fiscal Year Ends: 9/30

Contract Execution

Individual authorized to execute a contract on behalf of Contract Administrator.
Also has authority to enter and approve project set-ups and draw requests.

Name: John Thompson	Title: County Judge
Phone: 936-327-6813	Fax: 936-327-6891
Email: john.thompson@co.polk.tx.us	

I certify that all individuals identified in this document are authorized to perform the functions as specified.

John D. Thompson
Signature of Authorized Administrator Representative _____ Date 4-17-06

Certifying Officer for Environmental Clearance

Individual responsible for ensuring completion of required Environmental Clearance procedures.
(Must have legal authority to represent Contract Administrator in a Court of Law.)

Name: John Thompson	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: County Judge
Phone: 936-327-6813	Fax: 936-327-6891	Email: john.thompson@co.polk.tx.us
Signature: <i>John D. Thompson</i>	Date: <u>4-17-06</u>	

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.

Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1: Jan Shandley	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Office Manager - County Judge
Phone: 936-327-6813	Fax: 936-327-6891	Email: jshandley_polk@hotmail.com
Signature: <i>Jan Shandley</i>	Date: <u>4-17-06</u>	
Name 2: Marcia Cook	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Assistant to County Judge
Phone: 936-327-6813	Fax: 936-327-6891	Email: mcook_polk@hotmail.com
Signature: <i>Marcia Cook</i>	Date: <u>4-17-06</u>	
Name 3: B.L. Dockens	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: County Auditor
Phone: 936-327-6811	Fax: 936-327-6898	Email: bdockens@direcway.com
Signature: <i>B.L. Dockens</i>	Date: <u>4/18/06</u>	

Consultant Information and Authorization

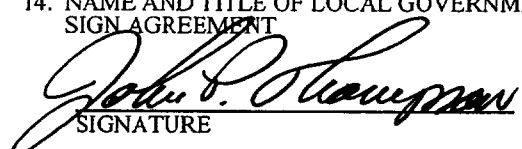
Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.

Organization Name and Address: Gary R. Traylor & Associates		
Phone: 903-581-0500	Fax: 903-581-4245	Email: mark@grtraylor.com
Individual Authorized to Perform Data Entry: Mark Taylor	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Director of Operations
Consultant Signature: <i>Mark Taylor</i>	Date: <u>4/16/06</u>	

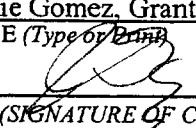
WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

1. AGREEMENT NUMBER 79-06-0042	2. EFFECTIVE DATE 4/01/06	3. REQUEST FOR DETENTION SERVICES (RDS) NO. 06-097			
4. ISSUING OFFICE UNITED STATES MARSHALS SERVICE WITNESS SECURITY AND PRISONER OPERATIONS DIVISION PROGRAMS AND ASSISTANCE BRANCH WASHINGTON, DC 20530-1000		5. LOCAL GOVERNMENT NAME AND ADDRESS Polk County IAH Adult Detention Facility 3400 FM 350 South Livingston, TX 77351		FACILITY CODE(S) COPY 6P8	
6. APPROPRIATION DATA 15X1020		Contact Person John P. Thompson, County Judge Area Code & Telephone No. (936) 327-6813			

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/transportation services to medical facility, U.S. Courthouse, and at the request of the U.S. Marshal in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS 30,000	PDs	FIXED PER DIEM RATE \$49.00	ESTIMATED ANNUAL PAYMENT \$1,470,000.00
	The Local Government shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation mileage rate.	ESTIMATED GUARD HRS 100	GHs	\$12.00	\$1,200.00

13. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>	14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT  SIGNATURE March 31, 2006 DATE John P. Thompson NAME (Type or Print) County Judge TITLE Polk County, Texas
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15. PRISONER TYPE TO BE INCLUDED UNSENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> ICE SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> BOP	16. LEVEL OF USE <input type="checkbox"/> Minimum (0-249) <input type="checkbox"/> Medium (250-999) <input checked="" type="checkbox"/> Major (1000 +)
--	---

17. NAME OF AUTHORIZING OFFICIAL
Jackie Gomez, Grants/Cooperative Agreement Specialist
 NAME (Type or Print)

 (SIGNATURE OF CONTRACTING OFFICER)
 DATE: MAR 31 2006

ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Polk County, Texas (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the IAH Adult Detention Facility (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with federal, state, and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF DETENTION SUPPORT SERVICES

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the detention support services shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.
5. Contracts or agreements which are executed by the state/local government subsequent to this IGA that result in additional costs to the USMS over and above the per diem rate must be authorized in writing and in advance by the USMS. Any unauthorized contracts or agreements will be the financial responsibility of the state/local government not the USMS.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of health care and services inside the facility that are provided to local prisoners.
2. All costs associated with health care services (to include medical supplies and medication) provided inside the facility will be the responsibility of the Local Government. All costs associated with hospital and health care services (to include prescription medication not included in the facility's formulary) provided outside of the facility will be the responsibility of the USMS and billed directly by the provider to the USMS.

3. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency health care provided to USMS prisoners to include when removal from the facility is required. The Local Government must obtain prior authorization from the USM for all other health care services required outside the facility.
4. All health care services to be provided outside the facility for USMS prisoners will be in accordance with USMS Publication 100 (Prisoner Health Care Standards).
5. When a federal prisoner is being transferred from the facility by the USMS, adequate prescription medication will be provided by the facility to accompany the prisoner. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners will be provided a 3 day supply of medication.
6. The facility will have in place an adequate infectious disease control program which includes testing all prisoners for Tuberculosis as soon as possible upon intake (not to exceed 14 days). TB testing will be accomplished in accordance with the latest CDC Guidelines and the results will be documented on a Form USM 553 as well as in the prisoner medical record. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any scheduled transports or productions can be delayed until the prisoner's TB status is verified by a physician.
7. Medical records must travel with the federal prisoner. If medical records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved. Upon notice by the USM that a federal prisoner is being transferred from the facility, the facility medical staff must complete and provide a Form 553.
8. Federal prisoners may be charged a co-payment for medical services provided by the Local Government, but such charges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Prisoner Health Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under state law, be the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not applied to indigent prisoners, and levied only after federal prisoners have been given 30 days prior notice by the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, BICE, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.
5. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE V - PERIOD OF PERFORMANCE

This agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. **The per diem rate shall be in effect for twenty four (24) months and shall not be increased prior to April 1, 2008.**
3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Grant Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE
SOUTHERN DISTRICT OF TEXAS
10017 U.S. COURTHOUSE
515 RUSK AVENUE
HOUSTON, TX 77002
(713) 718-4800

BUREAU OF IMMIGRATION AND CUSTOMS SERVICE
FOD - HOUSTON
126 NORTHPOINT DRIVE
HOUSTON, TX 77060
(281) 774-4783

BUREAU OF PRISONS
COMMUNITY CORRECTIONS OFFICE
515 RUSK, ROOM 12016
HOUSTON, TX 77002
(713) 718-4781

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.
3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.
4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.
2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.
3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.
2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. 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.
3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to Local Governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Grant Specialist and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Operations, for final decision.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners and ensure that they have adequate access to any prescription medications.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:
 - a. Using his or her official position for private gain;
 - b. Giving preferential treatment to any person;
 - c. Losing complete independence or impartiality;
 - d. Making an official decision outside official channels;
 - or
 - e. Affecting adversely the confidence of the public in the integrity of the government or the program.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
 - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by at least two (2) armed qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:
 - a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

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- b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
 - c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
 3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
 4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
 5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.
 6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

ARTICLE XVII - OTHER GUARD/TRANSPORTATION SERVICES

1. Upon request of the USM, the Local Government agrees to provide transportation and escort guard services for federal prisoners in USMS custody. The Local Government shall provide these transportation services/escort guard services for the Southern District of Texas. The Local Government agrees to the following:
 - a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
 - b. If transporting to an airlift, transportation and escort guards will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials; and the Local Government will not transport federal prisoners to the airlift without a specific request from the USM who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.
2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.
3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.
4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to

its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Section III - Prisoner Population Information

Time Frame of Prisoner Information

(Must correspond with time frame on previous page)

FROM: January 2006
(Month/Year)

TO: December 2006
(Month/Year)

Inmate Capacity of Jail

Male	Female	Juvenile	TOTAL
500	0	0	500

Average Daily Population:

Type of Prisoner	Male	Female	Juvenile	TOTAL
Federal	475			475
Local				
State				
TOTAL	475			475

Section IV - Per Diem

Proposed Per Diem Rate for Federal Prisoner:

\$50.78

State Prisoner Per Diem Rate (if applicable):

N/A

Section V - Local Government Contract

Please provide the name of the individual authorized to represent and to act for the Local Government in jail day rate negotiations.

Name John P. Thompson

Department/Office County Judge

Title County Judge

Street 101 W. Church, Ste. 300

Phone (936) 327-6813

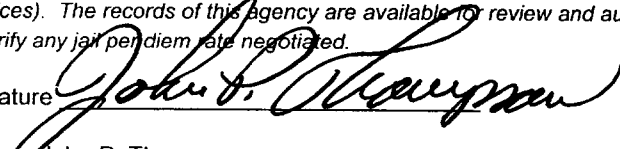
FAX (936) 327-6891

City Livingston State Texas ZIP 77351

Section VI - Certification Statement

This is to certify that, to the best of my knowledge and belief, the data furnished in Schedules B through G are accurate, complete and current, and do not include any unallowable costs prohibited by OMB Circular No. A-87 (Cost Principles for State and Local Governments) or any cost not related to the jail facility as discussed on Form USM-243 (Cost Sheet for Detention Services). The records of this Agency are available for review and audit by the authorized representative of the U.S. Government to verify any jail per diem rate negotiated.

Signature



Date March 31, 2006

Name John P. Thompson

Title County Judge, Polk County, Texas

SCHEDULE B

PART I - PERSONNEL COSTS

Direct Costs - Personnel Supporting Detention Facility

Instructions: List only those positions directly involved in jail operations and benefiting federal prisoners.

Type of Position	(A) Annual Salary Cost \$	(B) Full Time or Part Time	(C) Number of Positions	(D) Total Salary Cost (A) * (C) = (D) \$
Warden	60,000	Full Time	1	60,000
Asst Warden	50,000	Full Time	1	50,000
Admin. Asst.	20,000	Full Time	1	20,000
Business Manager	28,000	Full Time	1	28,000
HR Manager	26,000	Full Time	1	26,000
Maintenance Supervisor	28,000	Full Time	1	28,000
Asst Maintenance Supervisor	24,000	Full Time	1	24,000
Mail Room Supervisor	20,000	Full Time	1	20,000
Classification Staff	20,000	Full Time	3	60,000
Captain	33,280	Full Time	1	33,280
Chief of Security	40,000	Full Time	1	40,000
Sergeants	26,000	Full Time	7	182,000
Correction Officers	20,000	Full Time	73	1,460,000
Lieutenants	29,120	Part Time	5	145,600
Recreation Officer	20,000	Full Time	1	20,000
Grievance Supervisor	26,000	Full Time	1	26,000
LVN	30,000	Full Time	5	150,000
RN	50,000	Full Time	1	50,000
Med Clerk	28,000	Full Time	1	28,000
Overtime	150,000			150,000
Holiday	78,383			78,383

(Use continuation sheet if needed)

Total Salary Cost	\$	2,679,263
FICA Benefits @ 6.20%		166,114
Total Salary Cost plus FICA	\$	2,845,377

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SCHEDULE B

PART II - PERSONNEL BENEFITS

Direct Costs - Personnel Supporting Detention Facility

Instructions: Provide name of retirement plans (i.e., N.Y.S. employees retirement system), insurance plans (i.e., Blue Cross/Blue Shield), or unemployment insurance contribution plans for positions listed in Schedule B - Part I).

	Number of Employees Participating	Total Salary Base	Employer Contribution	Annual Cost
1. RETIREMENT PROGRAM(S)				
a. 401(k) Plan	Full-time: 18	2,679,263	100%	\$ 5,884
b.	Part-time:			
2. INSURANCE PROGRAM(S)				
a. Name: Blue Cross/Blue Shield of Texas	Full-time: 51	2,679,263	85%	253,795
	Part-time:			
b. Name: Life & Disability	Full-time: 20	2,679,263	100%	13,396
	Part-time:			
c. Name: Delta Dental	Full-time: 30	2,679,263	85%	7,131
	Part-time:			
d. Name:	Full-time:			
	Part-time:			
3. OTHER EMPLOYER CONTRIBUTION PLANS				
a. Workers compensation	Full-time: 107	2,679,263	100%	138,536
	Part-time:			
b. Payroll Taxes	Full-time: 107	2,679,263	100%	204,964
	Part-time:			
c.	Full-time:			
	Part-time:			
Total				\$ 623,706

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SCHEDULE C

CONSULTANTS AND CONTRACT SERVICES

Instructions: List only those services directly involved in jail operations and benefiting federal prisoners. Provide a detailed "description of service".

Type of Service	Description of Service	No. of Contract Employees	Annual Cost
1. MEDICAL	Contracted Services - PhD	1	41,760
2. OTHER	Food Services	Varies	606,813
3. OTHER:	Start-Up Expenses		215,272
4. OTHER:			
5. OTHER:			
Total Consultants and Contract Services			\$ 863,845

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SCHEDULE D - OTHER DIRECT JAIL OPERATING COSTS

Instructions: List only those costs associated with the operation of the jail that directly benefit federal prisoners. Costs associated with local court and law enforcement activities are not allowable costs for the purpose of determining facility operating costs.

Cost Category	Description	Annual Cost
Food & Kitchen Supplies		2,400
Clothing (prisoner)		9,000
Medical Care Supplies		54,240
Bedding & Linens		14,400
Toiletries		9,300
Recreation and Education		14,650
Utilities		414,000
Uniforms (Jail staff only)		9,000
Safety & Sanitation		25,800
Maintenance Supplies		109,800
Office Supplies & Postage		42,000
Telephone & Communications		39,000
Equipment under \$5,000		
(Please use Schedule F for equipment over \$5,000)		310,392
Credits (e.g. Telephone credits, insurance rebates, recoveries or indemnities on losses, and commissary income)		-
Insurance		154,690
Transportation		-
Travel expense		16,500
Booking/Classification costs		6,000
Employee training and seminars		19,800
Meals and Entertainment		3,300
Interest		909,275
Other (Resident Welfare, Booking, Indigent Expense, Employee Recruitment)		161,275
Total Other Direct Costs		\$ 2,324,822

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal (dated March 20, 2003) to establish cost allocations or billings for (the period from January 1, 2005 to December 31, 2005) are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments", and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Polk County

Signature: 

Name of Official: John P. Thompson

Title: County Judge

Date of Execution: 31-Mar-06

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SCHEDULE F - EQUIPMENT COST

Instructions: A listing of equipment which is in the current approved jail operating budget for this contract period may be provided and/or attached to this worksheet for full purchase value consideration. If equipment is depreciated, show total acquisition amount and method used by state, county or city in calculating depreciation. A use allowance not to exceed 6 and 2/3% of acquisition cost of usable equipment may be substituted in lieu of depreciation. Equipment must be used directly for jail operations. Treatment of these costs must be consistent with local government's method.

A. New Equipment Approved in Current Operating Budget (use continuation sheet if necessary)

(1) Item Description	(2) Proposed Utilization	(3) No. of Units	(4) Cost per Unit	(5) Enter % of use by the jail (I.e., If equipment is used by several depts.)	(6) Equipment Cost Allowance (4) * (5) = (6)
Furniture & Fixtures	Facility		1,320,000.00	100%	188,571.00
Vehicles	Security		266,910.00	100%	53,382.00
Computers	Facility Staff		31,150.00	100%	6,230.00
Telephone System	Facility Staff		15,000.00	100%	2,143.00
Radio Base Station	Security		17,667.00	100%	2,524.00
Tractor	Grounds Maint.		12,809.00	100%	2,562.00
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
			Total Current Equipment Costs		255,412
			Equipment Allowance (6 & 2/3% of above)		\$ 255,412

B. Show Method of Calculating Depreciation of Equipment
 if 6 & 2/3% depreciation is not used.
 Depreciation is calculated on a straight-line basis over the useful life of the asset. The useful life of furniture & fixtures is 7 years, office equipment is 5 years, and vehicles are 5 years.

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SCHEDULE G - BUILDING DEPRECIATION

Instructions: Provide an explanation of method used by state, county or city to depreciate buildings. Show date of construction; cost of construction (cost of land/site is not allowable); number of years in depreciation cycle. Note that federal assistance revenues used for building construction are considered offsetting revenues and are to be subtracted from cost of construction. In lieu of building depreciation an annual use allowance of 2% of acquisition cost may be substituted. Treatment of these costs must be consistent with local government's method. If claiming debt service arising from construction or renovation of a facility, please specify in "other" below.

Part I - Depreciation Computation

Facility	Year of Construction	Original Construction Cost	Annual Depreciation Claimed *
Main Building	Completion in 2005	22,413,900	896,556
Addition (s)			
Annex			
Other (specify)			
Other			
Subtotal			896,556
Less Federal Assistance Revenues or Grants including awards under Cooperative Agreement Program			-
Total			896,556

* Generally 2% of original construction cost

Part II - Method of calculating depreciation used by state, county or city (i.e., specify depreciation method if 2% depreciation allowance is not utilized by the state, county, or city)

Straight-line depreciation method with a useful life of 25 years.

#28

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

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

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

Polk County desires to obtain the following health services for its citizens: **Public Health Preparedness** as mandated by the Texas Department of State Health Services. **Angelina County & Cities Health District** agrees to provide those services to the citizens of **Polk County, Texas**. The compensation for such services will be determined by the Texas Department of State Health Services allotment of funds for Public Health Preparedness.

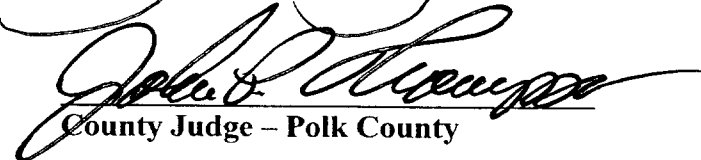
Chairman – Board Of Health Angelina County

Date



Administrator – Angelina County & Cities Health District

4-10-06
Date



County Judge – Polk County

4-11-06
Date

