



POLK COUNTY COMMISSIONERS COURT

April 25, 2006

10:00 A.M.

2006-041

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.
- OLD BUSINESS**
4. DISCUSSION AND ANY/ALL NECESSARY ACTION RELATING TO COUNTY MINING ON PRIVATE LAND.
 - NEW BUSINESS**
5. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 11, 2006.
6. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-10, "PURCHASE OF ONE (1) NEW OR USED RUBBER TIRE LOADER, WITH TRADE-IN OR SALE OF ONE (1) USED 950 LOADER, PCT. 3".
7. CONSIDER APPROVAL OF ORDER RENEWING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE COUNTY.
8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING PROPOSALS RECEIVED FOR CONTRACT MANAGEMENT AND PROFESSIONAL SERVICES FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM.
9. CONSIDER APPROVAL TO ACCEPT OFFERS ON TAX FORECLOSURE PROPERTIES:

(PCT. 1)

LOTS 4 & 5, BLOCK 5, SHELTER COVE #5, CAUSE #96-036 & #T04-203, TAX ACCT. NOS. S1100058800 & S1100058900;

LOT 14, BLOCK 2, MEMORIAL POINT, CAUSE #97-025, TAX ACCT. NO. M1400003900;

LOTS 29, 30 & 66, BLOCK 2, MEMORIAL POINT, CAUSE #97-092, TAX ACCT. NOS. M1400005300, M1400005400 & M1400008700;

LOTS 38 & 39, BLOCK 2, MEMORIAL POINT, CAUSE #97-062, TAX ACCT. NOS. M1400006200 & M1400006300;

LOTS WEST 1/2 OF 47 & ALL OF 48, BLOCK 2, MEMORIAL POINT, CAUSE #98-108, TAX ACCT. NO. M1400007000;

LOT 11, BLOCK 3, MEMORIAL POINT, CAUSE #97-026, TAX ACCT. NO. M1400010000;

LOT 5, BLOCK 9, MEMORIAL POINT, CAUSE #98-109, TAX ACCT. NO. M1400037200;

LOT 12, BLOCK 9, MEMORIAL POINT, CAUSE #98-044, TAX ACCT. NO. M1400037900;

LOT 23, BLOCK 9, MEMORIAL POINT, CAUSE #T01-036, TAX ACCT. NO. M1400038900;

LOT 43, BLOCK 9, MEMORIAL POINT, CAUSE #98-097, TAX ACCT. NO. M1400040900.

(continued)

(PCT. 2)

LOTS 12 & 13, BLOCK 13, TEXAS ACRES #3, CAUSE #T04-172, TAX ACCT. NOS. T0400045000 & T0400045100;

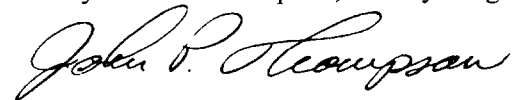
LOTS 10 & 13, BLOCK 7; LOT 1, BLOCK 9, LOTS 3 & 7, BLOCK 13; ALL BEING IN SECTION 3 OF TEXAS ACRES, CAUSE NOS. T03-066, T01-122, T04-111, T04-192 & T04-005, TAX ACCT. NOS. T0400037000, T0400037300, T0400041400, T0400044100 & T0400044500;

LOT 9, BLOCK 7, TEXAS ACRES #3, CAUSE #T03-066, TAX ACCT. NO. T0400036900.

10. CONSIDER RESIGNATION OF POLK COUNTY VETERANS SERVICE OFFICER, GLENN CLARK, EFFECTIVE APRIL 30, 2006.
11. CONSIDER APPOINTMENT OF INTERIM POLK COUNTY VETERANS SERVICE OFFICER.
12. RECEIVE UPDATE ON STATUS OF INDEPENDENT AUDIT FOR FY2005.
13. CONSIDER APPROVAL OF SUBRECIPIENT GRANT AWARD TO PARTICIPATE IN THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FOR FY2006.
14. CONSIDER APPROVAL OF SOLID WASTE CONTRACT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR PROJECT APPLICATION SUBMITTED BY POLK COUNTY ENVIRONMENTAL ENFORCEMENT OFFICER.
15. CONSIDER APPROVAL OF RENEWALS, BY AMENDMENT TO LEASE AGREEMENTS FOR OFFICE SPACE PROVIDED TO TEXAS HEALTH AND HUMAN SERVICES COMMISSION, LIVINGSTON AND CORRIGAN.
16. CONSIDER APPROVAL OF COUNTY TREASURER'S REQUEST TO ESTABLISH A PETTY CASH FUND IN THE AMOUNT OF \$35.00 TO BE USED TO MAKE CHANGE FOR CASH PAYMENTS/REIMBURSEMENTS.
17. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
18. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.
19. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
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.

ADJOURN

By: John P. Thompson, County Judge

Posted: April 19, 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 19, 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:

 (Deputy)

FILED FOR RECORD

2006 APR 19 A 9:44


BARBARA MIDDLETON
POLK COUNTY CLERK



April 25, 2006
10:00 a.m.

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

ADDENDUM to Posting #2006-041

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 25, 2006 at 10:00 A.M.

AMEND TO READ;

- 16. **CONSIDER APPROVAL OF COUNTY TREASURER'S REQUEST TO ESTABLISH A CHANGE FUND IN THE AMOUNT OF \$35.00 TO BE USED TO MAKE CHANGE FOR CASH PAYMENTS/REIMBURSEMENTS.**

AMEND TO ADD;

- 23. **CONSIDER ANY/ALL NECESSARY ACTION RELATING TO THE DISTRIBUTION OF EXCESS EMPLOYER FUNDS IN TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM RELATING TO TERMINATION OF LIVINGSTON HOSPITAL DISTRICT MEMBERSHIP.**
- 24. **CONSIDER APPROVAL OF REQUEST FOR MODIFICATION OF PEDIGO FURNITURE'S LEASE OF COUNTY BUILDING SPACE AT 109 W. MILL.**
- 25. **CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR CONSTRUCTION OF CONCRETE SLAB AND METAL BUILDING FOR ROAD & BRIDGE PRECINCT 4.**

Dated: Friday, April 21, 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 21, 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 *Sarah Chenece*, Deputy

FILED FOR RECORD

2006 APR 21 P 3:46

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: APRIL 25, 2006

COUNTY OF POLK §

REGULAR MEETING

Barbara Middleton - Absent

Bob Dockens - Absent

**COMMISSIONERS COURT
AGENDA POSTING #2006 - 041**

BE IT REMEMBERED ON THIS THE 25th 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, AND SARAH CHANCE, DEPUTY COUNTY CLERK, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY REV. WAYNE LANDRUM, PASTOR OF HICKORY GROVE BAPTIST CHURCH.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. GLENN CLARK, VETERANS SERVICE OFFICER THANKED THE COURT FOR ALL THEIR SUPPORT OVER THE YEARS AND RECOMMENDED THAT PENNY NELSON, ASSISTANT BE NAMED HIS REPLACEMENT AS HE IS RETIRING.
3. INFORMATIONAL REPORTS:
 - A. NANCY SMITH FROM THE TEXAS DEPARTMENT OF TRANSPORTATION PRESENTED A REPORT FOR 2005 ON THE OFF-SYSTEM BRIDGE REPLACEMENT SYSTEM, COMMENTING THAT "FOR THE MOST PART, POLK COUNTY DOES PRETTY GOOD".
 - B. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR REPORTED THERE WILL BE A HURRICANE DRILL FOR ALL OFFICES STATEWIDE MAY 2 – 5, 2006.
 - C. COMMISSIONER TOMMY OVERSTREET REPORTED THAT PRECINCT #4 WILL BEGIN FOUR (10) HOUR DAYS EFFECTIVE, APRIL 26, 2006.
 - D. COMMISSIONER RONNIE VINCENT REPORTED THE ONALASKA VOLUNTEER FIRE DEPARTMENT BAR-B-QUE & AUCTION WILL BE THIS SATURDAY, APRIL 29TH.
 - E. LEE HON REPORTED THAT A DEFENDENT ESCAPED FROM THE COURTHOUSE ON APRIL 24, 2006 AND HAD BE CAPTURED AT THE FIRST STATE BANK BY LIVINGSTON POLICE DEPARTMENT.
 - F. COMMISSIONER BOB WILLIS ASKED ABOUT USING INMATE LABOR FOR MOWING CREW DURING THE SUMMER. HAS THAT ITEM BEEN PREVIOUSLY APPROVED?

OLD BUSINESS:

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO "DELETE" ITEM FOUR RELATING TO THE COUNTY'S MINING OF ROAD MATERIAL ON PRIVATE LAND AND TO REQUEST AN ATTORNEY GENERAL'S OPINION. ALL VOTING YES.

NEW BUSINESS:

- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE MINUTES OF THE REGULAR MEETING ON APRIL 11, 2006, WITH NOTED CORRECTIONS. ALL VOTING YES.
- 6. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, "TO TABLE" ITEM #6 - RELATING TO BID #2006-10 "PURCHASE OF ONE NEW OR USED RUBBER TIRE LOADER, FOR PRECINCT #3, AS ALL BIDS RECEIVED WERE TOO HIGH. ALL VOTING YES.

(COMMISSIONER PURVIS EXCUSED HIMSELF FROM THE REMAINDER OF THE MEETING)

- 7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE ORDER RENEWING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE COUNTY. ALL VOTING YES. (SEE ATTACHED)
- 8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE CONTRACT WITH GARY TRAYLOR AND ASSOCIATES PROPOSALS FOR MANAGEMENT AND PROFESSIONAL SERVICES RELATED TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM. ALL VOTING YES.
- 9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO SELL TAX FORECLOSURE PROPERTIES IN PRECINCT 1:

LOTS 4 & 5, BLOCK 5, SHELTER COVE #5, CAUSE #96-036 & #T04-203, TAX ACCT. NOS. S1100058800 & S1100058900;

LOT 14, BLOCK 2, MEMORIAL POINT, CAUSE #97-025, TAX ACCT. NO M1400003900;

LOTS 29, 30 & 66, BLOCK 2 MEMORIAL POINT, CAUSE #97-092, TAX ACCT. NOS. M1400005300, M1400005400 & M1400008700;

LOTS 38 & 39, BLOCK 2, MEMORIAL POINT, CAUSE #97-062, TAX ACCT. NOS. M1400006200 & M1400006300;

LOTS WEST 1/2 OF 47 & ALL OF 48, BLOCK2, MEMORIAL POINT, CAUSE #98-108, TAX ACCT. NO. M1400007000;

LOT 11, BLOCK 3, MEMORIAL POINT, CAUSE #97-026, TAX ACCT. NO. M1400010000;

LOT 5, BLOCK 9, MEMORIAL POINT, CAUSE #98-109, TAX ACCT. NO. M1400037200;

LOT 12, BLOCK 9, MEMORIAL POINT, CAUSE #98-044, TAX ACCT. NO. M1400037900;

LOT 23, BLOCK 9, MEMORIAL POINT, CAUSE #T01-036, TAX ACCT. NO. M1400038900;

LOT 43, BLOCK 9, MEMORIAL POINT, CAUSE #98-097, TAX ACCT. NO. M1400040900.

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO SELL TAX FORECLOSURE PROPERTIES PRECINCT 2:

LOTS 12 & 13, BLOCK 13, TEXAS ACRES #3, CAUSE #T04-172, TAX ACCT. NOS. T0400045000 & T0400045100;

LOTS 10 & 13, BLOCK 7; LOT 1, BLOCK 9; LOTS 3 & 7, BLOCK 13; ALL BEING IN SECTION 3 OF TEXAS ACRES, CAUSE NOS. T03-066, T01-122, T04-111, T04-192 & T04-005, TAX ACCT. NOS. T0400037000, T0400037300, T0400041400, T0400044100 & T0400044500;

LOT 9, BLOCK 7, TEXAS ACRES #3, CAUSE #T03-066, TAX ACCT. NO. T0400036900.
ALL VOTING YES.

10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ACCEPT THE RESIGNATION OF POLK COUNTY VETERANS SERVICE OFFICER, GLENN CLARK, EFFECTIVE APRIL 30, 2006.
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPOINT ASSISTANT VETERANS SERVICE OFFICER, PENNY NELSON, AS INTERIM POLK COUNTY VETERANS SERVICE OFFICER UNTIL SUCH TIME THAT APPLICATION/INTERVIEW PROCESS IS COMPLETED AND OFFICIAL APPOINTMENT MADE.
ALL VOTING YES.
12. ROBERT BELT, OF SANDERSON, KNOX & BELT, L.L.P, PROVIDED AN UPDATE ON STATUS OF INDEPENDENT AUDIT FOR FY2005 AND ANSWERED QUESTIONS FROM THE COURT.
13. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE SUBRECIPIENT GRANT AWARD TO PARTICIPATE IN THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FOR FY2006.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE SOLID WASTE CONTRACT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR PROJECT APPLICATION SUBMITTED BY POLK COUNTY ENVIRONMENTAL ENFORCEMENT OFFICER FOR THE PURCHASE OF DEPARTMENTAL PICKUP TRUCK.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWALS, BY AMENDMENT TO LEASE AGREEMENTS FOR OFFICE SPACE PROVIDED TO TEXAS HEALTH AND HUMAN SERVICES COMMISSION, LIVINGSTON AND CORRIGAN.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE COUNTY TREASURER'S REQUEST TO ESTABLISH A CHANGE FUND IN THE AMOUNT OF \$35.00 TO BE USED TO MAKE CHANGE FOR CASH PAYMENTS/REIMBURSEMENTS.
ALL VOTING YES.
17. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
ALL VOTING YES.
18. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE, AS PRESENTED BY COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE OF BUDGET REVISION #2006-13, AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE OF BUDGET AMENDMENT #2006-13a, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
ALL VOTING YES. (SEE ATTACHED)

21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE SCHEDULE OF BILLS.

ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
04/06/06	\$36,815.36	ACH 697
04/06/06	8,609.92	ACH 698
04/06/06	24,360.59	ACH 699
04/06/06	219,068.35	ACH 700
04/06/06	3,022.91	ACH 701
04/06/06	35,639.51	198300 – 198331
04/06/06	4,274.37	198332 – 198337
04/07/06	4,728.49	198338
04/11/06	19,234.00	198339
04/12/06	16,945.64	198340 – 198372
04/13/06	42.00	198373
04/18/06	287,776.39	198374 – 198536
04/18/06	850.00	198537 – 198539
05/01/06	15,315.06	198540 – 198547
04/25/06	399,440.11	ADDENDUM (To appear on future schedule of bills)
TOTAL	\$1,076,122.70	

22. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE PERSONNEL ACTION FORMS, AS REVISED.

ALL VOTING YES. (SEE ATTACHED)

23. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPLY FO THE REIMBURSEMENT OF \$660,814.68 EXCESS EMPLOYER FUNDS IN TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM RELATING TO TERMINATION OF LIVINGSTON HOSPITAL DISTRICT MEMBERSHIP, WHEREUPON RECEIPT SAID FUNDS SHALL BE DISTRIBUTED AS FOLLOWS; \$605,837.43 TO GENERAL FUND & \$54,977.25 TO ROAD & BRIDGE FUND.

ALL VOTING YES. (SEE ATTACHED)

24. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE REQUEST FOR MODIFICATION OF PEDIGO FURNITURE'S LEASE OF COUNTY BUILDING SPACE AT 109 W. MILL, ADDING 2,444 SQ. FT. OF STORAGE SPACE AT EXISTING RATE & TERMS.

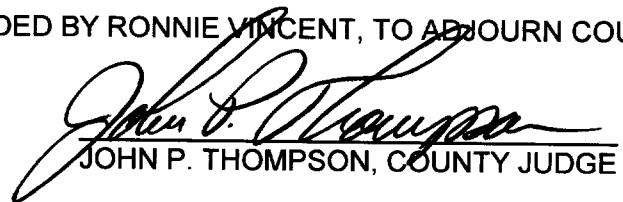
ALL VOTING YES. (SEE ATTACHED)

25. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO ADVERTISE FOR BIDS FOR CONSTRUCTION OF CONCRETE SLAB AND METAL BUILDING FOR ROAD & BRIDGE PRECINCT 4.

ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 25TH DAY OF APRIL, 2006 AT 11:00 A.M.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


SARAH CHANCE, DEPUTY COUNTY CLERK

Item #7

COPY




OF THE POLK COUNTY COMMISSIONERS COURT
Approving Polk County's Tax Abatement Criteria & Guidelines

WHEREAS, The Polk County Commissioners Court met in a regularly called session on April 25, 2006 and where among other business found that the "*Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas,*" as amended April 25, 1994, have been reviewed and found to be in order; and

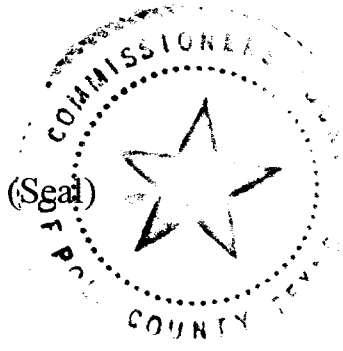
WHEREAS, This Court wishes to renew the existing Criteria and Guidelines for the purpose of making tax abatement incentives available within the County.


Now, Therefore, be it ordered by the Commissioners Court of Polk County, Texas, that the "*Guideline and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas,*" as amended April 25, 1994 are hereby approved and renewed for a period of two years.

Ordered and adopted on this, the 25th day of April, 2006.


John P. Thompson, County Judge

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

COPY

Agenda
Item #8

CONTRACT FOR MANAGEMENT SERVICES
PART I - AGREEMENT

This is an AGREEMENT made and entered into this 25th day of April, 2006, by and between Polk County, State of Texas, hereinafter called the "Administrator", acting herein by John P. Thompson, County Judge, hereunto duly authorized, and Gary R. Traylor & Associates, Inc., hereinafter called the "Firm", acting herein by Gary R. Traylor, President.

Administrator: Polk County - c/o John P. Thompson, County Judge
101 West Church Street, Suite 300
Livingston, Texas 77351

Firm: Gary R. Traylor & Associates, Inc.
P.O. Box 7035
Tyler, Texas 75711

Project: HOME Program (Disaster Relief)
2006 HOME Program #1000600
Texas Department of Housing and Community Affairs (TDHCA)

WHEREAS the Administrator desires to implement a HOME contract under the general direction of the Texas Department of Housing and Community Affairs HOME Program and;

WHEREAS the Administrator desires to engage the Firm to render certain services in connection with it's HOME contract.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated into this agreement.

2. Time of Performance

The services of the Firm shall commence on April 26, 2006. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the county and the Texas Department of Housing and Community Affairs (TDHCA).

3. Access to Information

It is agreed that all information, data, reports, and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Administrator and its agencies. No charge will be made to the Firm for such information and the Administrator and its agents will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Forty-four Thousand and No/100 Dollars (\$44,000.00) based on the completion of six (6) projects. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Administrator and its agency members from and against them, and shall assume full responsibility for payments of federal, state and local taxes, on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

6. Miscellaneous Provisions

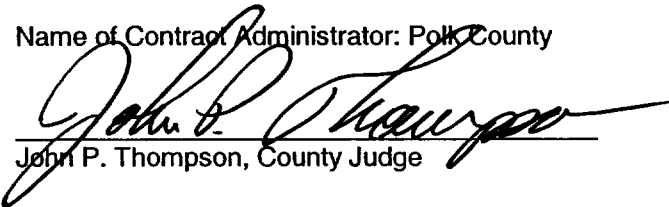
- A. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- C. In any case where one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.
- E. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Contract.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV – Terms and Conditions" and attached hereto and incorporated by reference herein.

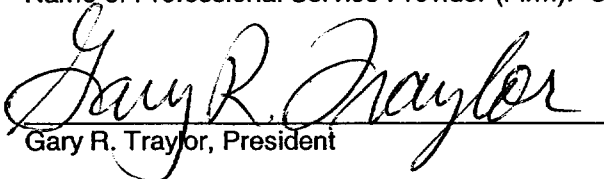
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Name of Contract Administrator: Polk County


John P. Thompson, County Judge

4.25.06
Date

Name of Professional Service Provider (Firm): Gary R. Traylor & Associates, Inc.


Gary R. Traylor, President

4-19-06
Date

Part II – PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The management Firm shall provide the following Scope of Services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system
3. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters
4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME program regulations
5. Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract
6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA
7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable
8. Conduct environmental clearance procedures as required
9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports
10. Establish procedures to document expenditures associated with local administration of the project
11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD

B. Financial Management

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division
2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals and ledgers
3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application for Payee Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA
4. Prepare all fund drawdowns on behalf of the Administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters

7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

C. Environmental Review

1. Perform environmental assessment procedures and prepare documentation as necessary
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws
3. Document consideration of any public comments
4. Prepare any required re-assessment of environmental assessment and/or documentation as necessary

D. Construction Management (If required for Davis-Beacon compliance)

1. Assist Administrator in documenting compliance with all federal and state requirements related to equal employment opportunity
2. Assist Administrator in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements
3. If required, provide assistance to or act as local labor standards officer. Notify TDHCA in writing of name, address, and phone number of appointed labor standards officer
4. If required, request wage rates from TDHCA
5. Advertise for bids
6. Make ten-day call to TDHCA
7. Verify construction contractor eligibility with TDHCA
8. Review construction contract
9. Conduct pre-construction conference and prepare reports as necessary
10. Submit any reports of additional classification and rates to TDHCA
11. Issue Start of Construction Notice to TDHCA
12. Review weekly payrolls, including compliance follow-ups, and conduct employee interviews
13. Process and submit change orders to TDHCA prior to execution
14. Obtain Final Wage Compliance Report and submit to TDHCA
15. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters

E. Owner Occupied Rehabilitation/Reconstruction Assistance - OCC

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for feasibility
5. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
6. Prepare work write-ups and cost estimates
7. If requested, assist homeowners in the procurement of contracted construction services
8. Conduct homeowner pre-construction conference and prepare documentation
9. Issue Notice to Proceed to construction contractor(s)
10. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
11. Process final contract documents, and maintain a record of beneficiaries
12. Maintain client files following TDHCA requirements
13. Manage dispute resolution process as required

F. Homebuyer Assistance - HBA

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for compliance with the Texas Minimum Construction Standards
5. Conduct lead-based paint assessment
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
7. Conduct or assist with acquisition of homebuyer education
8. Assist lender with completion of second lien documents and ensure their timely submission to TDHCA
9. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
10. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries
11. Maintain client files following TDHCA requirements

12. Manage Dispute resolution process as required

G. Fair Housing / Equal Opportunity

1. Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period
2. Maintain documentation of all project beneficiaries by ethnicity and gender
3. Prepare Section 3 and Affirmative Marketing Plan
4. Perform all Section 504 requirements and prepare documentation as necessary
5. Provide all applicable equal opportunity provisions and verifications for inclusion in bid packet

H. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Historical Underutilized Businesses (HUB) Report and Certificate of Contract Completion
2. Assist Administrator in resolving any review, monitoring and/or audit findings
3. Assist Administrator in resolving any third party claims
4. Provide auditor with HOME audit guidelines

PART III – PAYMENT SCHEDULE FOR PROFESSIONAL MANAGEMENT SERVICES

Administrator shall reimburse the Firm for management services rendered, as addressed in part II, for completion of six (6) projects as outlined in contract #1000600 Polk County, Texas and Texas Department of Housing And Community Affairs (TDHCA). Reimbursement shall be based on the completion of the following project milestones per the following percentages.

Milestone	Percent of Contract Fee
• Establishment of record keeping system	15%
• Completion of Environmental and/or Special Conditions Clearance	10%
• Completion of Program Design	25%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance	0%
• Comply with EEO / Fair Housing requirements	15%
• Completion of Construction	10%
• Filing all required close-out documentation and/or information	10%
TOTAL	100%

Administrator will have the ability to fund payments of these services through a combination of available local matching funds, reimbursements of allowable administrative cost and reimbursements of allowable soft cost expenses incurred in the provision these services as allowed in contract #1000600 between Polk County, Texas and TDHCA.

Compensation to the Firm for consulting services, rendered at the administrators request, resulting in the satisfactory completion of any additional projects over and above the targeted goal of six (6) projects will be limited to the equivalent of TDHCA funds available for reimbursement of administrative and soft cost expenses incurred in the provision of these services as allowed in contract #1000600.

PART IV – TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Administrator shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least six (6) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this contract shall, at the option of the Administrator, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- a. Notwithstanding the above, the Firm shall not be relieved of liability to the Administrator for damages sustained by the Administrator by virtue of any breach of the Contract by the Firm, and the Administrator may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Administrator from the Firm is determined.

1. Termination for Convenience

Either party may terminate this Contract at any time by giving at least six (6) days notice in writing to the other party. The Notice of Termination shall specify the nature, extent and effective date of the termination. Upon delivery of such notice, and upon expiration of the ten-day period, the Firm shall discontinue all services in connection with the performance with this Contract. As soon as practicable after notice of termination, the Firm shall submit a statement showing in detail the services performed under this Contract to the date of termination. The Administrator shall then promptly pay the Firm a percentage of the total charges set for the in Part III, Payment Schedule. The percentage shall be the proportion which the services actually performed bears to the total services called for under this contract, and the total monetary amount due shall be less any payments on account of the charges as been previously made.

2. Changes

The Administrator may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon and between the Administrator and the Firm, must be incorporated in written amendments to this Contract.

3. Personnel

- a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Administrator.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be authorized or permitted under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Administrator. Work/services subcontracted hereunder shall be specified by written contract/agreement and shall be subject to each provision of this Contract.

4. Assignability

The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Administrator thereto: Provided, however, that claims for money by the Firm from the Administrator under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the administrator.

5. Reports and Information

The Firm, at such times and in such forms as the Administrator may require, shall furnish the Administrator such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Records and Audits

The Firm shall ensure that the Administrator maintains fiscal records and supporting documentation for all expenditures or funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Administrator shall retain such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required by other applicable laws and regulations, if greater

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Administrator.

8. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

9. Compliance with Local Laws

The Firm shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Firm shall make the Administrator harmless with respect to any damages arising from any tort done by the Firm in performing any of his work embraced by this Contract. The Firm shall nor be required to indemnify and hold harmless the Administrator against any tort done by other parties, including the Administrator, but only for his own.

10. Equal Employment Opportunity

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or familial status. The Firm will take affirmative marketing to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability or familial status. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or familial status.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

11. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex 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 made available under this title.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 171u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TDHCA issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Firm will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- d. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of TDHCA issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

14. Section 503 Handicapped (if \$2,500 or Over) Affirmative Marketing for Handicapped Workers

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative marketing to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Director of the Equal Employment Opportunity Commission issued pursuant to the Act.
- d. The Firm agrees to post notices in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Firm's obligation under the law to take affirmative marketing to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Firm will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of rehabilitation Act of 1973, and is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

15. Interest of Members of a Administrator

No member of the governing body of the Administrator and no other officer, employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Officials

No member of the governing body of the Administrator and no other public official of such Administrator, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

17. Interest of Firm and Employees

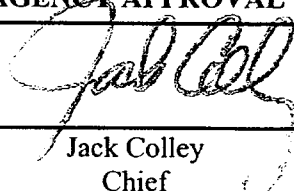
The Firm covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

#13

NOTICE OF SUBRECIPIENT GRANT AWARD

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

Program Title: FY 2006 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: 2006-EM-E6-0026	
GDEM Grant Number: 06TX-EMPG-095	
Administered By:	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Recipient:	Polk County/Trinity County 101 W Church St., Suite 400 Livingston, Texas 77351
Amount of Grant: \$36,310	
Period of Grant: October 1, 2005, to September 30, 2006	

AGENCY APPROVAL	GRANT ACCEPTANCE
	COPY
Jack Colley Chief	
Date: March 31, 2006	Date:

Return Signed Copy of This Page to:
 Governor's Division of Emergency Management
 Attention: Preparedness/Denita Powell
 PO Box 4087
 Austin, TX 78773-0220

Planner: _____ Date Reviewed: _____
 Deficiencies: _____
 JAN 31 2006
 Entered: A _____ M _____
 Date Received: A _____ M _____

**Fiscal Year 2006
 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
 APPLICATION**

1. APPLICANT NAME (Jurisdiction): Polk County / Trinity County Emergency Management

2. COUNTY: Polk / Trinity 3. DISASTER DISTRICT: SUB 2B

4. EMPG STATUS: Current EMPG Program participant New EMPG Program applicant

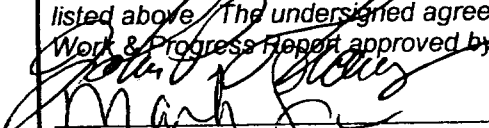
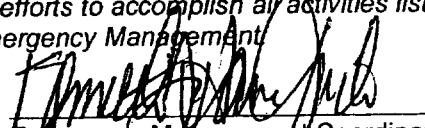
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.)

- a. County of Polk
- b. Cities of Corrigan, Goodrich, Onalaska, Livingston and Seven Oaks
- c. County of Trinity
- d. Cities of Trinity and Groveton

6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2006 Local Emergency Management Program Guide for information on completing these forms.)

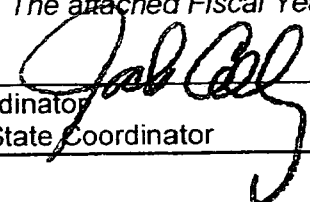
- Statement of Work & Progress Report (form DEM-17A). This form should be signed by the EMC.
- Application for Federal Assistance (form DEM-66). The Authorized Official should sign this form.
- EMPG Staffing Pattern (form DEM-67).
- EMPG Staff Job Description (form DEM-68). An **updated** job description must be provided for each staff member listed in the FY 06 EMPG Staffing Pattern who works 50 percent or more of their time in emergency management duties.
- FEMA Form 20-16, Summary Sheet for Assurances & Certifications must be signed by an Authorized Official. Attach FEMA Form 20-16A, Assurances – Non-Construction Programs & FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements, to the FEMA Form 20-16.
- If the applicant performs lobbying to influence federal actions, a completed Disclosure of Lobbying Activities (SF LLL) must be completed and included in the grant application package.
- Direct Deposit Authorization (form 74-146). The Grant Financial Officer should sign this form. If the jurisdiction has been receiving EMPG reimbursements through Direct Deposit, a new Direct Deposit Authorization is not required.
- Travel Policy Certification (form DEM-69). The Grant Financial Officer should sign this form.

7. CERTIFICATION: This Application together with the attached EMPG Statement of Work & Progress Report (form DEM-17B) constitute the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Progress Report approved by the Division of Emergency Management.


1/24/06

1-25-06
 Authorized Official Date Emergency Management Coordinator Date
 (Signature) (Signature)

GDEM USE ONLY

8. APPROVAL. The attached Fiscal Year 2006 Statement of Work & Progress Report is approved.

State Coordinator 
4-4-06
 Assistant State Coordinator Date

Terms and Conditions

1. Purpose: Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences of acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Plan (NRP) into local plans, homeland security assessment and strategy integration, and assessment of the local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. Grant Acceptance: The Notice of Subrecipient Grant Award is only an offer until the Subrecipient returns the signed copy of the Acceptance of Subrecipient Grant Award in accordance with the instructions provided in the transmittal letter.
3. Work To Be Performed. The approved FY 05 Statement of Work & Progress Report attached to this grant award outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of subrecipients:
 - A. Implement the National Incident Management System (NIMS) at the local level.
 - B. Incorporate pertinent information concerning the National Response Plan (NRP) into the local or Interjurisdictional emergency management plan and its annexes.
 - C. Participate in the Texas Regional Response Network (TRRN) by registering as a user and identifying resources that the jurisdiction(s) participating in the local emergency management program are prepared to make available to other jurisdictions through mutual aid.
4. Grant Funding. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, the Governor's Division of Emergency Management (GDEM) may be able to allocate additional funds to EMPG program participants.
5. Financial and Administrative Requirements. Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/oc/>.
 - A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Attachment A to OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*. A copy of that document is available at: <http://www.whitehouse.gov/omb/circulars/index.html>.
 - B. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient prior to the start of the period of performance stated in this award document or after the end of the period of performance.

- C. Notwithstanding any other provisions of this document, the parties hereto understand and agree that the obligations of GDEM under this Agreement are contingent upon the availability of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
6. **Single Audit Act Requirements.** If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act Amendment. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-profit Organizations*.
7. **Reporting Requirements.** Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by GDEM. Sub-recipients may be required to submit additional information and data requested by GDEM and/or the State Administrative Agency after the end of the period of performance in order to close out the grant.
8. **Review of Work and Expenditures.** GDEM may review the work of the Subrecipient with respect to approved program tasks and also review expenditures for which reimbursement is requested as necessary to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. These reviews may include, without limitation: comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests.
9. **Grant Suspension or Termination.** GDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements of federal or state law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
10. **Reimbursement For Expenses**
- A. Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2006 will not be disbursed until GDEM receives the first and second semi-annual EMPG Progress Report, which are due on April 15, 2006 and October 15, 2006 respectively.
- B. As GDEM plans to promptly close out the Fiscal Year 2005 EMPG program with the State Administrative Agency, requests for reimbursement of expenses that are delivered or postmarked more than 45 days after the end of the stated period of performance will not be paid.

JURISDICTION PREPAREDNESS PROFILE

JURISDICTION: Polk County PROGRAM NO: 18700 PLAN RECORD: P
 COUNTY: POLK
 ASSOCIATION: CORRIGAN, GOODRICH, LIVINGSTON, ONALASKA, SEVEN OAKS,
 TRINITY COUNTY, GROVETON, TRINITY
 COORDINATOR: Kenneth Hambrick RLO KARI TATRO EMPG

PLANNING
REQUIREMENTS FOR THE BASIC LEVEL OF PREPAREDNESS:
1. LEGAL DOCUMENTS ESTABLISHING THE LOCAL EMERGENCY MANAGEMENT PROGRAM

ORDINANCE DATE: COURT ORDER DATE: 5/28/1991 JOINT RESOLUTION DATE: 8/22/2002
 NIMS ADOPTION DATE: 9/17/2004 MITIGATION ACTION PLAN DATE: 9/14/2004

2. CURRENT PLANNING DOCUMENTS AS LISTED BELOW
 A. DATA BELOW IS BASED ON DOCUMENTS SENT TO THE DIVISION OF EMERGENCY MANAGEMENT.
 B. TO BE CONSIDERED CURRENT, DOCUMENTS MUST HAVE BEEN PREPARED/REVISED OR UPDATED BY CHANGE WITHIN 5 YEARS.
 C. DEFICIENCIES LISTED REFER TO LIKE NUMBERED ITEMS IN STATE PLANNING STANDARDS
 D. THE LIST OF ANNEXES BELOW INCLUDE ONLY THOSE REQUIRED BY THE STATE

DOCUMENT	DOC DATE	DATE REVIEWED	NIMS Compliant	DEFICIENCIES	STATUS/ACTION
REQUIREMENTS FOR BASIC LEVEL OF PREPAREDNESS					
B-Basic Plan	9/12/2005	10/24/2005	Yes		
A-WARNING	8/20/2002	8/30/2002	Yes		
B-COMMUNICATIONS	8/19/2002	8/30/2002	No		
C-SHELTER MASS CARE	8/27/2002	8/30/2002	Yes		
E-EVACUATION	9/27/2005	1/10/2006	Yes		
I-EMER PUBLIC INFO	7/26/2005	10/24/2005	Yes		
M-RESOURCE MGMT	8/9/2005	10/13/2005	Yes		
N-DIRECTION CONTROL	7/29/2005	10/17/2005	Yes		
O-HUMAN SERVICES	8/5/2005	10/24/2005	Yes		
Q-HAZMAT/OIL SPILL	6/24/2003	7/7/2003	Yes		
V-TERRORISM	8/8/2005	1/6/2006	Yes		
REQUIREMENTS FOR INTERMEDIATE LEVEL OF PREPAREDNESS BASIC REQUIREMENTS ABOVE, PLUS ANNEXES:					
D-RAD PROTECTION	9/17/2003	9/22/2003	No		
F-FIREFIGHTING	8/20/2002	8/30/2002	No		
G-LAW ENFORCEMENT	2/10/2003	4/10/2003	Yes		
H-HEALTH MEDICAL	7/21/2003	8/26/2003	No		
J-RECOVERY	6/9/2003	7/7/2003	Yes		
K-PUBLIC WORKS	3/31/2004	5/5/2004	No		
L-ENERGY UTILITIES	8/19/2002	8/30/2002	Yes		
R-SEARCH RESCUE	8/27/2002	8/30/2002	Yes		
S-TRANSPORTATION	8/28/2002	8/30/2002	No		

REQUIREMENTS FOR ADVANCED LEVEL OF PREPAREDNESS INTERMEDIATE REQUIREMENTS ABOVE, PLUS ANNEXE

JURISDICTION PREPAREDNESS PROFILE

P-HAZARD MITIGATION	3/31/2004	5/5/2004	Yes
T-DONATIONS MGMT	10/22/2002	11/4/2002	Yes
U-LEGAL	4/12/2005	5/4/2005	Yes

NOTE: Full NIMS Compliance for planning is not due until September 30, 2006. The "Yes" or "No" above is for information purposes only.

ASSESSMENT OF PLANNING PREPAREDNESS = *Advanced*

Attachment 4Special Notice

Financial Reporting Information for EMPG 2006 Program

Please provide this critical information to your financial officer. Continued participation in the EMPG program relies on compliance with the program guidelines. Here are several issues requiring careful attention.

Federal guidelines prohibit "double dipping," meaning that expenses may be claimed to only one federal grant at a time.

You are encouraged to submit all eligible expenses in your EMPG quarterly financial reports regardless that they may exceed your allocation. The *Summary of Allowable and Unallowable Costs for the EMPG Program (DEM-220)*, available on the GDEM web site, summarizes expenses that may be claimed. This may benefit you at the end of the program year.

Supporting documentation must include source documents suitable for audit purposes, including, but not limited to:

- a) Copies of canceled checks or city/county warrants;
- b) Payroll time sheets and leave registers;
- c) Copies of purchase orders, purchase vouchers, and/or paid invoices;
- d) Vehicle activity logs; and/or
- e) Centralized billing reports

Because we have encountered difficulty receiving certified mail in the past, we encourage you to send by regular mail or overnight mail. Take care to fully address your envelope as follows:

For regular Mail:

Support Services Section/ EMPG Auditor
Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0229

For overnight mail:

Support Services Section/ EMPG Auditor
Division of Emergency Management
Texas Department of Public Safety
5805 North Lamar Boulevard
Austin, TX 78752

Should you have questions on financial reporting forms, feel free to contact Humberto Rodriguez-Martinez of the GDEM Support Services Section by phone at 512-424-2448 or e-mail at humerto.rodriguez-martinez@txdps.state.tx.us.

Please read Tab A of Section 3 in your *Fiscal Year 2006 Local Emergency Management Program Guide* for full financial requirements and information.

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#14

Main Contract # 582-6-78033
Subcontract # 06-14-G01

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR SOLID WASTE PROJECT**

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with Deep East Texas Council of Governments (DETCOG) by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Fee Revenues. The DETCOG has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

This Solid Waste Contract is entered into by and between the parties named below. Neither the FUNDING AGENCY (Texas Commission on Environmental Quality) nor the State of Texas is a party to this Contract.

I. CONTRACTING PARTIES:

The Contractor: Deep East Texas Council of Government
Herein referred to as "DETCOG"

The Subcontractor: Polk County
Herein referred to as "SUBCONTRACTOR"

II. SERVICES TO BE PERFORMED:

See "Attachment B - Work Program of SUBCONTRACTOR"
See "Attachment C- Schedule of Deliverables for SUBCONTRACTOR"

III. BUDGET AND PAYMENT PROCEDURES:

See "Attachment D - SUBCONTRACTOR Budget and Authorizations"

IV. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment A - Special Contract Provisions" & Attachment E - General Contract Provisions"

COUNCIL OF GOVERNMENT

SUBCONTRACTOR

Deep East Texas
Council of Governments



Walter G. Diggles

Executive Director

Date:

COPY 

Date:

**Deep East Texas Council of Governments
Solid Waste Contract
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Exhibit 1, Attachment A

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Deep East Texas Council of Governments
Solid Waste Contract
Attachment A: Special Contract Provisions

Article 1 **Period of Performance**

The period of performance of this Solid Waste Interlocal Agreement (hereafter, the Contract) begins on April 17, 2006 and ends on July 31, 2007.

Article 2 **Scope of Services**

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with DETCOG as specifically described in Attachment B and C of this Contract.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon expense standards and authorized budget shown in Attachment D of this Contract.

Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and/or revocation of any unexpended or inappropriately expended funds.

Article 3 **DETCOG Obligations**

(a). Measure of Liability

In consideration of full and satisfactory performance hereunder, DETCOG will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. DETCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment D, which outlines the standards, which shall apply to the SUBCONTRACTOR'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TNRCC.
2. DETCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Contract, which have not been billed, to DETCOG within fifteen (15) days following termination of this Contract.
3. DETCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by DETCOG in writing, DETCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.

(b). Method and Schedule of Payment

To be eligible for payment under this contract, costs must have been incurred and either paid by SUBCONTRACTOR prior to claiming reimbursement from DETCOG or incurred by the last day of the time period indicated on a Request for Reimbursement form and liquidated no later than forty-five (45) days after the end of the period.

1. **Financial reporting.** SUBCONTRACTOR will submit to DETCOG a completed, signed and dated "Request for Reimbursement" form (Exhibit 1, Attachment A) for expenses incurred. Expenditures shall be consolidated and "Request for Reimbursement" submitted no more than twice a month. All "Requests for Reimbursement" shall include documentation of each detailed paid expenditure listed, to include the appropriate paid invoices, canceled checks and signed time sheets. Each request should also include and updated, signed and dated "Financial Status Report" form (Exhibit 2, Attachment A).
2. **Documentation required.** In general, SUBCONTRACTOR will maintain whatever expenditure documentation is necessary to demonstrate that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to the implementation of the project. The records, which shall be maintained, include but are not limited to the following:
 - (i). SALARY/WAGES- Time sheets that have been signed and approved.
 - (ii). TRAVEL- Documentation should be consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, etc.
 - (iii). EQUIPMENT- Purchase orders, invoices and canceled checks.
 - (iv). SUPPLIES- Purchase orders (if issued), invoices, and canceled checks.
 - (v). CONTRACTUAL- All of the above, plus documentation that the costs were reasonable and necessary. The same standards shall be applicable to subcontractors.
 - (vi). OTHER- All of the above apply.
3. **Payments.** Upon review and approval of each "Request for Reimbursement" and accompanying "Financial Status Report" by DETCOG, payment shall be made to SUBCONTRACTOR against DETCOG liabilities to be accrued hereunder. Payments (reimbursements) required under this contract may be withheld by DETCOG until such a time as any past due Reports are received (see Attachment A, Article 4).

(c). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this Contract, SUBCONTRACTOR must submit to DETCOG a final "Financial Status report," on which item (5) of the form indicates that the report is the "Final report." If all expenditures have been completed before the end of the Contract, SUBCONTRACTOR shall submit the final "Financial Status Report" with final "Request for Reimbursement."

Article 4. Reporting Requirements

- (a). The SUBCONTRACTOR shall prepare and submit to the DETCOG, biannual written Summary and Results Reports (Exhibit 3, Attachment A) concerning performance under this Contract, documenting accomplishments and units of work performed under Attachment B of this Contract. All Summary/Results Reports shall be submitted by the dates indicated below:
- **September 13, 2006** For period of March 1, 2006 - August 31, 2006
 - **March 13, 2007** For period of September 1, 2006 - February 28, 2007
 - **September 13, 2007** For period of March 1, 2007 - August 31, 2007
- (b). The September 13, 2007 report shall serve as a "Final Report," and will certify in writing that the SUBCONTRACTOR has satisfactorily completed all tasks and deliverables required under this contract. If a grant-funded activity ends well before August 31, 2007, the SUBCONTRACTOR will continue to submit biannual Summary/Results Reports and a Final Report, unless a written request to do otherwise is approved by DETCOG.
- (c). The SUBCONTRACTOR shall continue to track the results of the project activities for the life of the project and shall provide a written Follow-up Report in September 2007 on a form to be provided by DETCOG.
- (d). The SUBCONTRACTOR biannual Summary and results Reports required under part (a) of Article 4 contains descriptions of activities and expenditures for the DETCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the biannual Summary and Results Reports in order to assure the DETCOG that the activities are not prohibited under Articles 1 and 2 of Attachment D (relating to funding guidelines). The SUBCONTRACTOR shall comply with any reasonable request by the DETCOG for additional information on activities conducted in order for the DETCOG to monitor adequately the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract.
- (e). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

Article 5 Monitoring Requirements

- (a). DETCOG may periodically monitor SUBCONTRACTOR for:
1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 2. The administrative and operational effectiveness of the project.
- (b). DETCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract, including site visits, for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently

amended, are achieved by SUBCONTRACTOR.

Article 6. Purchase, Title and management of Equipment and Constructed Facilities

- (a). Equipment items with a unit purchase cost of less than \$5000 are not listed in this Contract and are not subject to prior approval by DETCOG before being purchased. However, DETCOG will evaluate all such expenditures which utilize grant funds to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If expenditures do not legitimately serve to fulfill the scope and purpose of the grant, then DETCOG will not reimburse the SUBCONTRACTOR.
- (b). Unless specifically authorized in Attachment D, Contract Budget, no purchase of equipment (items costing \$5000 or any computer hardware or software) or expenditures for construction of facilities shall be eligible for reimbursement under this contract unless expenditures are approved ahead of time, in writing, by DETCOG.
- (c). Title to equipment and any constructed facilities (hereafter, "property") acquired from funds provided under this Contract shall, throughout the term of this Contract, be in the name of the SUBCONTRACTOR. All parties agree that upon full performance of this Contract, title shall remain with the SUBCONTRACTOR, provided however, that this contract is terminated, due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Contract, title and physical possession of all property shall, upon written notification from DETCOG, be transferred in good condition and within five (5) working days to DETCOG.
- (d). The use of property acquired under this Contract and the useful life of the property, shall be in accordance with Section 361.014 (b) of the TEX. HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
- (e). The SUBCONTRACTOR agrees to conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Contract, as set forth below.
 - 1. The SUBCONTRACTOR shall develop and use a property management system that conforms with all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the SUBCONTRACTOR or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.
 - 2. A physical inventory of all property acquired or replaced under this Contract having an initial per-unit purchase price of \$5000 or more, shall be conducted no less frequently than once every two years and results of such inventories reconciled with the appropriate property record. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and

replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.

3. All property acquired or replaced under this Contract shall be used by the SUBCONTRACTOR or its subgrantees, to support the purposes of this Contract, for as long as the property is needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.
4. For property with a current fair market, per-unit value of \$5000 or less, the SUBCONTRACTOR or its subgrantee, may for the purpose of replacing the property acquired under this Contract, either trade-in or sell the property and use the proceeds of such proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
5. For property with a current fair market, per-unit value in excess of \$5000, the SUBCONTRACTOR or its subgrantee shall, for purposes of replacing the property acquired under this Contract, within six (6) years of the initiation date of this Contract, obtain written authorization from DETCOG prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
6. Property with a current fair market, per-unit value of \$5000 or less, if no longer needed for the support of the authorized projects or programs under this Contract, whether original or replacement, may be used in support of other activities currently or previously supported by the DETCOG, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on other projects or programs for which such property was originally acquired or constructed.
7. For property with a current fair market, per-unit value in excess of \$5000, if no longer needed for support of authorized projects or programs under this Contract, whether original or replacement, and within six (6) years of the initiation date of the Contract, the SUBCONTRACTOR shall obtain written authorization from DETCOG prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of property, the SUBCONTRACTOR shall provide information as requested by the DETCOG, to include information to assure that the new use of the property will adhere to the requirements of Section (d) of this article. Prior to authorizing the SUBCONTRACTOR to change the use of the property, the DETCOG may, at its discretion, require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that a competitive advantage issue does not exist. After six (6) years of the initiation date of the Contract, the SUBCONTRACTOR is not required to obtain authorization for a change in the use of the property acquired under this Contract, but provisions of Section (d) shall still apply.
8. If any property acquired or replaced under this Contract is sold or transferred within six (6) years of the initiation date of this Contract, TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per-unit value of the property at the time of the sale is in excess of \$5000. TCEQ 's share of the sale proceeds shall be the same

percentage as was the funding provided under the Contract that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to TCEQ, provided the other requirements set forth in this Article are met, including the requirements of Section (d).

9. If, prior to the termination date of this Contract, the SUBCONTRACTOR or its subgrantees determine that any property acquired with funds provided by this Contract is no longer needed for support of the authorized programs, DETCOG may require the SUBCONTRACTOR to transfer title and possession to such property to a third party named by DETCOG.
 10. The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment, or facilities purchased or constructed with funds made available under this Contract.
- (f). The SUBCONTRACTOR agrees that, in the event any funds provided under this Contract are in turn awarded to any subgrantee for the purchase of any equipment or constructed facilities, by such other party, the SUBCONTRACTOR'S contact with that subgrantee shall include the applicable requirements set forth in the Article.

Article 7. Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or DETCOG observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification.

Article 8. Authorized Representatives

- (a). The DETCOG hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The DETCOG Project Representative shall not be deemed to have authority to bind the DETCOG in contract unless the EXECUTIVE DIRECTOR of the DETCOG has delegated such authority.
- (b). The SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- (d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her

delegate, is available at all times for consultation with the DETCOG.

The TCEQ hereby designates the individual below as the person to give direction to the DETCOG as Project Representative of TCEQ:

Ms. Cheryl Untermeyer, Grant Manager
Waste Permits Team III, MC-124
Waste Permits Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
TEL (512)239-6016; FAX (512)239-6166

The DETCOG hereby designates the individual named below as the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the DETCOG as a Project Representative:

Gary Hanlon, Solid Waste Program Coordinator
Deep East Texas Council of Governments
210 Premier Dr.
Jasper, TX 75951
TEL (409) 384-5704; FAX (409) 384-5390

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from DETCOG, to manage the work being performed, and to act on behalf of SUBCONTRACTOR as a Project Representative/Coordinator:

Jay Barbee,
Polk County Enforcement Officer
602 East Church St., No. 505
Livingston, TX 77351
TEL (936) 327-6820; FAX (936) 329-0593

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment D of this Contract or any other applicable provision:

Polk County Enforcement Officer
602 East Church St., No. 505
Livingston, TX 77351

Deep East Texas Council of Governments
Solid Waste Interlocal Agreement
ATTACHMENT B: Work Program of SUBCONTRACTOR

PROJECT GOAL STATEMENT- The purpose of this project is to decrease illegal dumping throughout Angelina County through an extensive educational and training program.

Phase I- Planning

Task 1: Identify Project Representative/Coordinator

Deliverable: Complete p.10 of the Contract, designating a responsible individual familiar with the project to receive direction from DETCOG, to manage the work being performed and to act on behalf of the SUBCONTRACTOR.

Task 2: Evaluate Needs

Deliverable: Meet with DETCOG Staff to discuss specific project goals and develop appropriate work program, budget and schedule of deliverables.

Phase II- Contract Execution

Task 3: Coordinate Contract Execution with Officials

Deliverable: Present completed contract to officials for approval and authorization to sign the document, coordinate return of signed copy to DETCOG.

Task 4: Coordinate Contract Execution with DETCOG

Deliverable: Coordinate with designated DETCOG Project Representative to ensure timely return of fully executed contracts to officials, indicating authorization to begin formal implementation of the project.

Phase III-Implementation

Task 5: Prepare Specifications/Design Project

Deliverable: Provide project specifications and summary of proposed project to DETCOG for review and approval, based on previously evaluated needs, before advertising for bids.

Task 6: Advertise for Bids

Deliverable: Provide copies of bids received to DETCOG with request to authorize spending.

Task 7: Purchase Equipment/Construct Facility

Deliverable: Submit Requests for Reimbursement with invoices and updated Financial Status Report to DETCOG following purchases in order to receive funds.

Task 8: Receive Equipment/Complete Construction

Deliverable Upon receipt of equipment/completion of construction or project, all items will be inventoried properly; provide notification and photo to DETCOG.

Task 9: Operate Equipment/Facility

Deliverable: Maintain logs of operation and track waste diversion; keep records for onsite visits and inspections.

Task 10: Publicity and Education

Deliverable: Submit copies of all instructional fliers, educational materials and news articles to DETCOG.

Phase IV- Monitoring and Reporting

Task 11: Maintain Adequate Records

Deliverable: Record and compile daily/weekly/monthly activities; submit as requested to DETCOG.

Task 12: Quarterly Reporting and Evaluation

Deliverable: Submit quarterly Summary and Results Reports to DETCOG with updated evaluation of project results, as detailed in Attachment A, Article 4 of the Contract.

Task 13: Follow-up Monitoring

Deliverable: Track results/activities for the life of the project; submit one-year follow-up Results Report on waste diversion rates, and others if requested by DETCOG and TCEQ.

**Deep East Texas Council of Governments
Solid Waste Interlocal Agreement**

ATTACHMENT C : Schedule of Deliverables from SUBCONTRACTOR

Tasks	Description of Deliverables	Schedule
	Phase I – Planning	
1	Identify Project Representative /Coordinator	4/2006
2	Evaluate Needs	4/2006
	Phase II - Contract Execution	
3	Execute Contract With Officials	4/2006
4	Execute Contract with DETCOG	4/2006
	Phase III – Implementation	
5	Prepare Specifications/Design Project	4/2006
6	Advertise for Bids	4/2006
7	Purchase Equipment/Construct Facilities	5/2006
8	Receive Equipment/Complete Construction or Project	5/2006
9	Operate Equipment/Facility or Implement Project	5/2006
10	Publicity and education	5/2006
	Phase IV - Monitoring and Reporting	
11	Maintain Adequate Records	as required
12	Reporting and Evaluation to DETCOG	Biannually
13	Follow-up Results Report to DETCOG	9/13/2007

**Deep East Texas Council of Governments
Solid Waste Contract
Attachment D: SUBCONTRACTOR Budget and Authorizations**

Article 1 Expense Category Standards

In addition to the standards and requirements of this Contract, the definitions and requirements set forth in Sections (a)-(h). below shall apply to the SUBCONTRACTOR's use of funds provided under this Contract and assignment of expenses to the expense categories of the Authorized Budget.

(a). Personnel

1. Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized.
2. Proposed changes in personnel must be approved by DETCOG.

(b). Travel

1. Travel expenses directly related to the conduct of the funded program, incurred by employees assigned to the project, may be authorized.
2. The SUBCONTRACTORS shall obtain prior written authorization from DETCOG for expenditures under this Contract of any travel outside the State of Texas.
3. In accordance with the UGCMS, if the SUBCONTRACTOR does not have an established written travel policy approved by the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the rates allowed by the State of Texas for its employees.

(c). Supplies

1. Expenses for supplies for the conduct of the funded project may be authorized. Expenses include non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to routine purchase of office supplies and other goods consumed by the SUBCONTRACTOR in a relatively short time in the performance of this contract.
2. Non-routine expenditures of goods and materials not defined as equipment should be charged to the "Other" expense category.

(d). Equipment

1. Equipment purchases necessary and appropriate for the approved project may be authorized and include expenditures for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set-up costs) and an estimated useful life of more than one year.
2. No equipment is to be purchased by the SUBCONTRACTOR unless approved in advance in writing by the DETCOG.
3. Any equipment that will be used for other activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time it will be directly used for the funded project.

(e). Construction

1. Appropriate construction costs, related to the enhancement of building of permanent facilities, may be authorized, including costs of planning, of materials and labor, of attached equipment and of any subcontracts performed as part of the project.
2. No expenditures under the "Construction" expense category shall be allowed unless approved in advance by DETCOG in advance.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(f). Contractual Expenses

1. Expenses for professional services and tasks provided by a firm or individual who is not employed by the SUBCONTRACTOR, and which are related directly to the approved implementation project may be authorized.
2. No contractual costs should be incurred by the SUBCONTRACTOR unless the contract is approved in advance by DETCOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(g). Other Expenses

1. Other expenses, not falling under the main categories, may be authorized, if appropriate for the proposed project.
2. Any "Other" category expenses not specifically spelled out in this agreement, including computer hardware or software purchases not included under the "Equipment" expense category, shall be reimbursed only if approved by DETCOG in writing.
3. Other expenses, related directly to the approved implementation project, for which prior authorization is not generally required include:
 - (i) Books and reference materials, subscriptions, dues, membership, training and registration fees;
 - (ii) Postage, telephone, FAX and utilities expenses;
 - (iii) Space and equipment rentals, office furniture, repair and maintenance costs;
 - (iv) Printing and reproduction, advertising, public notices, signs.

(h). Indirect Costs

1. Indirect costs may be authorized, if applicable to the project.
2. If the SUBCONTRACTOR has current approved cost allocation plans prepared in accordance with OMB Circular No. A-87 of UGCMA, the SUBCONTRACTOR may use the indirect rates in accordance with that plan.
3. If the SUBCONTRACTOR does not have an approved cost allocation plan, the indirect rate used may not exceed the maximum amounts listed on the Indirect Cost Computation table established in the UGCMS.

Article 2. Supplemental Funding Standards

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of funds provided under this Contract. Unless authorization is otherwise specifically provided for in or under the terms of this Contract, the SUBCONTRACTOR shall ensure that the use of funds provided under this Contract, to include funds provided for pass-through grants, is in accordance with the supplemental funding standards set forth in this Article.

- (a). **Payment of Fees.** Pass-through grant recipients must not be in arrears on payment of their solid waste disposal fees to TCEQ at the time an implementation project is selected for funding.
- (b). **Land Acquisition Costs.** Funds provided under this Contract may not be used to acquire land or an interest in land.
- (c). **Municipal Solid Waste-Related Programs Only.** Funds provided under this Contract may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
- (d). **Collection of Certain Special Wastes.** Funds provided under this Contract may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries or special wastes excluded from the disposal in MSW landfills. However, collection of these materials may be included as part of a more comprehensive project, so long as that is not the sole intent of the program.
- (e). **Disposal of Municipal Solid Waste.** Funds provided under this Contract may not be used for the costs of disposal of municipal solid waste (MSW). This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for volume reduction; any landfill-related facilities or activities, including closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste (MSW). Activities specifically included under an authorized project category (e.g., landfill scales, citizen's collection stations and small registered transfer stations) and activities that would otherwise be eligible for funding (e.g., recycling), but are located at a disposal facility may be funded.
- (f). **Projects Requiring a TCEQ Permit.** Funds provided under this Contract may not be used for projects or facilities that require a permit from TCEQ under state regulations. This provision, however, does not apply to projects or activities that may be located on a permitted facility which, by themselves, would not require a permit and would otherwise be eligible for funding (e.g., recycling collection at a permitted transfer station).
- (g). **Projects Requiring TCEQ Registration.** Projects or facilities that require registration with TCEQ under state regulations, and which are otherwise eligible, may be funded as an implementation project. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursable before the registration is finally received. No actual site development, construction, equipment purchased, or similar expenses may be reimbursed prior to and until such time that a required registration is received.

- (h). **Projects that Create a Competitive Advantage over Private Industry.** In accordance with Section 361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities, and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
- (i). **Supplanting Existing Funds.** Funds may not be used to supplant salaries of an existing staff person, where the functions assigned to that position will not change. Staff positions where the assigned position will remain the same and that were active at the time of the grant application, and were funded from a source other than the previous solid waste grant, are ineligible for grant funding. This provision, however, does not apply to the salaries for staff of the SUBCONTRACTOR, in its conduct of activities under this Contract.
- (j). **Acquisition of Goods and Services.** Recipients of funds must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, the SUBCONTRACTOR is encouraged to participate in the State Cooperative Purchasing Program.
- (k). **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Contract may not be used for expenses to support political activity, either directly or indirectly. As required by section 33, Article IX of H.B. 1, the standards set forth in section 5, Article IX of H.B. 1, shall apply to the use of funds provided under this Contract.
- (l). **Food/Entertainment Expenses.** In accordance with UGCMA, funds provided under this Contract may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized per diem expenses for food costs incurred while on travel status.
- (m). **Use of Alcoholic Beverages.** As required under Section 33, Article IX of H.B. 1, the standards set forth in Section 11, Article IX of H.B. 1, shall apply to the use of funds under this Contract. In accordance with those standards, no funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these shall funds be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (n.) **Funds to Law Enforcement Agencies.** Funds provided under this Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

(o). **Safety and Protection.** Where applicable, Subcontractor shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with work. Subcontractor shall take all necessary safety precautions.

(p). **Accounting Systems.** The Subcontractor shall have an accountancy system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The Subcontractor must account for costs in a manner consistent with such standards or principles.

Article 3. SUBCONTRACTOR'S Authorized Budget

(a). DETCOG's obligation for expenses (costs) authorized under this Contract shall in no case exceed the maximum DETCOG obligation amount set forth in this attachment of this Contract.

(b). Budgeted expenses for reimbursement under this Contract are as follows:

BUDGET CATEGORY	GRANT FUNDING
a. Personnel/salaries	\$ 0.00
b. Fringe benefits	\$ 0.00
c. Travel	\$ 0.00
d. Supplies	\$ 0.00
e. Equipment	\$ 20,000.00
f. Construction	\$ 0.00
g. Contractual (other than construction)	\$ 0.00
h. Other	\$ 0.00
i. TOTAL DIRECT COSTS	\$ 20,000.00
j. Indirect costs *	\$
k. TOTAL PROJECT COSTS	\$ 20,000.00

***Any indirect charges must be in accordance with approved cost allocation plan, or in accordance with the Indirect Cost Computation Table in the current UGCMS, which is available from DETCOG. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.**

**Deep East Texas Council of Governments
Solid Waste Contract
Attachment E: General Contract Provisions**

Article 1 Legal

- (a). The SUBCONTRACTOR warrants and assures DETCOG that it possesses adequate legal authority to enter into this Contract. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBCONTRACTOR to the terms of this Contract and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 TEX. HEALTH & SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature), section 330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); the Uniform Grant & Contract Management Act, TEX. GOV'T CODE., section 783.001 et. seq.; the Uniform and grant Standards, 1 Texas Administrative Code (TAC), section 5.141 et. seq. (collectively, "UGCMA"); and the contract between TCEQ & DETCOG. The provisions of the Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 783 applies to this Agreement, all amendments thereto, and all subcontracts and subagreements. Compliance with the conditions and requirements contained therein is necessary for satisfactory performance of the services and work required under this Agreement.
- (b). Unless otherwise provided in the Agreement, Subcontractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. DETCOG and TCEQ shall not be responsible for monitoring the Agreement's compliance with any laws and Regulations.
- (c). If Subcontractor performs any work knowing or having reason to know that it is contrary to Laws and Regulations, Subcontractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.
- (d). Subcontractor, its subcontractors and subgrantees must comply with all applicable Laws and regulations, including but not limited to, those relating to hazardous waste, waste disposal and manifests.

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Contract Provisions (Attachment E) and Special Contract provisions (Attachment A), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

Article 3 Purpose

- (a). The purpose of this Contract is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

- (b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this CONTRACT are:
1. To enable the DETCOG to carry out or conduct various municipal solid waste management-related services and support activities within the DETCOG's regional jurisdiction; and
 2. To administer an efficient and effective, region-wide, pass-through (subgrant) assistance grants program and/or, where authorized by the TCEQ, to conduct various DETCOG - managed projects.

Article 4 Eligible Entities

- (a). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the DETCOG as a pass-through grant:
1. Cities;
 2. Counties;
 3. Public schools and school districts (does not include Universities or post secondary educational institutions); and
 4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- (b). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive pass-through grant funding from the DETCOG. The TCEQ shall provide, on a quarterly basis, the DETCOG a list of entities for which fee payments are in arrears. The DETCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the DETCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, the DETCOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract. The DETCOG shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.

Article 5. Implementation Project Categories

Only the following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as certain special requirements.

1. Local Enforcement

This category consists of projects which contribute to the prevention of illegal dumping of MSW, including liquid wastes. Under this category, grant recipients would investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of MSW, including liquid waste; establish a program to monitor the collection and transportation of municipal liquid wastes, through administration of a manifesting system; and/or educate the public on illegal dumping laws and regulations.

Funding limitations specific to this category:

1. This category may not include funding for enforcement activities related to the illegal disposal of industrial or hazardous waste. It is understood, however, that industrial or hazardous wastes may periodically be discovered at illegal waste disposal sites. Such instances do not preclude the investigation of that site, so long as the funded program is specifically aimed at illegal disposal of municipal solid waste.
2. Grant funds may not be used for either cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

2. Litter and Illegal Dumping Cleanup

This category may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

3. Source Reduction and Recycling

This category may include projects which are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. This category does not include the collection, processing, and/or recycling of scrap tires.

Funding limitations specific to this category:

1. Programs and projects funded under this category must provide a measurable effect on reducing the amount of municipal solid waste going into landfills.
2. Any program or project aimed at demonstrating the use of products made from recycled materials must have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.
3. Programs aimed at efficiency improvements to increase the source and recycling of solid waste must be coordinated with TCEQ. Any program to develop a full-cost accounting system should refer to full-cost accounting guidance prepared by the TCEQ.

4. Local Solid Waste Management Plans

This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, TX Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330. It is recommended that at least one year be allowed for the completion and adoption of a local plan.

5. Citizens' Collection Stations, "Small" Registered Transfer Stations, and Community Collection Events

This category includes projects to construct MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Projects funded under this category include citizens' collection stations, as these facilities are defined under the TCEQ's MSW regulations (30 TAC Chapter 330); and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r) of the regulations. Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system.

Funding limitations specific to this category:

1. Transfer stations that require a permit from the TCEQ may not be funded.
2. Municipal solid waste transfer stations that qualify for registration under Section 330.4 (d) of the MSW regulations may be funded. Specifically, this section covers a municipal solid waste transfer station facility that is used in the transfer of municipal solid waste to a solid waste processing or disposal facility from:

- * a municipality with a population of less than 50,000;
 - * a county with a population of less than 85,000; or
 - * a facility used in the transfer of municipal solid waste that transfers or will transfer 125 tons per day or less.
3. Municipal solid waste transfer stations that qualify for a registration only under the provisions of Section 330.4 (q), allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of Section 330.4 (d) may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.
 4. Municipal solid waste transfer stations that are only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under Section 330. R) of the MSW regulations may be funded under this category. Specifically, Section 330.4 r). of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.
 5. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed, to include lease payments or contractual agreements for operations. May not be funded.

6. Household Hazardous Waste (HHW)

This category includes projects which provide a means for the collection, recycling, reuse, or proper disposal of household hazardous waste, including home chemicals and other materials. This category may also include events conducted under the TCEQ's Texas Country Cleanup program. Projects may include permanent collection facilities, periodic collection events, consolidation and transportation of collected materials, recycling or reuse of materials, proper disposal of materials, and education and public awareness programs.

Funding limitations specific to this category:

1. Projects under this category must be coordinated with TCEQ and DETCOG to ensure all applicable regulations and guidelines are followed.
2. Funds provided under this Agreement may not be used for costs related to the disposal of collected wastes.
3. Fund provided under this Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.
4. Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, and other special wastes excluded from disposal

in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous waste collection and management program, so long as that is not the sole intent of the program.

7. Technical Studies

This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, and identification of recommended actions to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed old and abandoned MSW landfills, and to assess the possible risks to human health or the environment associated with those landfills or sites.

Funding limitations specific to this category:

1. The total funding provided under this category is limited to no more than ten (10) percent of the total grant budget for DETCOG.
2. All solid waste management plans must be consistent with the adopted regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ MSW regulations (31 TAC Chapter 330) and the Content and Format Guideline prepared by TCEQ.
3. All technical studies must be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines prepared by the TCEQ.
4. Funding provided under this category may not be used for final engineering work, designs, or construction plans.
5. A landfill or landfilling may only be the topic of a technical study if it is part of an overall integrated solid waste management plan.

8. Educational and Training Projects

This category is intended for educational projects or training events dealing with a variety of MSW management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations specific to this category:

Programs and projects funded under this category must be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

9. Other Types of Projects

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by TCEQ on a case-by-case basis. In particular, a COG may request authorization to provide funding for cleanup or remediation of problems at an old or abandoned MSW landfill.

Any project or project category not listed as specifically eligible above, must be identified in the amended regional solid waste management plan. The COG will also need to request authorization from TCEQ to fund the proposed project or type of project. If approved by TCEQ, the additional project eligibility information will be incorporated into the grant contract. Additionally, other types of projects will not be considered for eligibility by the TCEQ if those projects are not included in the amended regional solid waste management plan.

Article 6 Insurance and Liability

- (a). The SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this Contract.
- (b). The SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to DETCOG any amounts determined by DETCOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Contract.

Article 7 Audit/Access to Records

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's office. The SUBCONTRACTOR shall also maintain and make available at its office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order or a copy of the cost summary submitted to DETCOG. The DETCOG, TCEQ, Texas State Auditor's Office or any of the DETCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the DETCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities for such access and inspection.

- (b). Audits conducted pursuant to this provision shall be in accordance with state law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s).
- (c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from assess to records pursuant to Section (a). above to the DETCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Section (a). above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final DETCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representative designated in Section (a). of this article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). The audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.
- (g). The DETCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Contract.
- (h). The SUBCONTRACTOR agrees to include Sections (a). through (g). of this article in all subagreements and all change orders directly related to project performance.

Article 8 Independent Financial Audit

The SUBCONTRACTOR agrees to the Single Audit requirements of the UGCMA. The SUBCONTRACTOR shall deliver to the DETCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors. or inspection.

All terms used in connection with audits in this Agreement shall the definitions and meanings assigned in the Single Audit Circular in UGMS. Provisions of the Single Audit Circular in Part IV of UGMS shall apply to all non-state entities expending funds of this grant, whether they are recipients, receiving funds directly from DETCOG, or are subrecipients, receiving funds from a pass-through entity (a recipient or another subrecipient). In addition, the Subcontractor shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of DETCOG or TCEQ or its designee.

DETCOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by local government audit staff, a certified public accountant firm, or other auditors as designated by the DETCOG. Such audit conducted in accordance with applicable professional standards and practices.

SUBCONTRACTOR understands that the SUBCONTRACTOR shall be liable to the DETCOG for any costs disallowed as a result of audit.

Article 9 Amendments to Contracts

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

DETCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between DETCOG and the SUBCONTRACTOR in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making significant changes in the scope of work, schedule, or deliverables, must be approved in advance by the DETCOG. A detailed description of the proposed change(s) shall be submitted in writing by the SUBCONTRACTOR to DETCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both the DETCOG and SUBCONTRACTOR.

Article 10 Termination of Contract

(a). This Agreement shall be terminated upon performance of all requirements contained herein, unless extended in writing. This Agreement may be terminated in whole or in part by DETCOG in the event of material failure to comply with the contract terms, in accordance with the Uniform Grant Management Standards: Provided that no such termination may be effected unless the other party is given as set forth in this Section.

1. Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

2. Any opportunity for consultation with the terminating party prior to termination.

(b). This Agreement may be terminated in whole or in part in writing by DETCOG for its convenience, in accordance with the Uniform Grant Management Standards: Provided that the Subcontractor is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which the DETCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project and the depletion of funds in the Municipal Solid Waste Disposal and Transportation Revenue Fee.

- (c). If the DETCOG terminates the Agreement for a material failure to comply with the Agreement terms under items (a) and (b), an adjustment in the Agreement amount shall be made in accordance with the Uniform Grant Management Standards.
- (d). Upon receipt of a termination action pursuant to items (a), (b), and (c) above, the Subcontractor shall perform the actions set forth in this Section.
 - 1. Promptly discontinue all services affected (unless the notice directs otherwise).
 - 2. Deliver or otherwise make available to the DETCOG all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subcontractor in performing this Agreement, whether completed or in the process.
- (e). If, after termination for failure of the Subcontractor to fulfill contractual obligations, it is determined that the Subcontractor had not so failed, the termination shall be deemed to have been effected for the convenience of the DETCOG.
- (f). If any delay or failure of performance is caused by force majeure event as described in the force majeure Article of this Agreement, the DETCOG may at its sole discretion terminate this Agreement in whole or part pursuant to this Article.

Article 11 Force Majeure

- (a). A force majeure event shall be defined to include decrees of or restraints by a governmental instrumentality, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.
- (b). Provided this Agreement has not been terminated, and subject to the conditions below, if a delay or failure of performance by either party results from occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if, and to the extent set forth in this Section.
 - 1. The delay or failure was beyond the control of the party affected and not due to its fault or negligence.
 - 2. The delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or resume performance immediately after the obstacle was overcome.
- (c). No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after the commencement of the event, of the anticipated length and cause of delay, the measures taken or to be taken to minimize the delay, and the timetable by which the Subcontractor intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

- (d). The DETCOG shall be responsible for costs related to a force majeure event only if they are incurred by the Subcontractor after the prior written request by the DETCOG Project Representative, to incur such costs in connection with any force majeure event. Neither the DETCOG nor the Subcontractor shall have, and both hereby waive, any claim whatever for any damages resulting from delays caused by force majeure events.

Article 12 Severability

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Article 13 Data and Publicity

All data and other information developed under this Contract shall be furnished to the DETCOG and shall be public data and information except to the extent that it is exempted from public access by Texas Public Information Act, TEX. GOV'T CODE Chapter 882 ("Act") Upon termination of this Contract, all copies of data and information shall be furnished, at no charge to DETCOG and TCEQ, upon request, to include data bases prepared using funds provided under this Agreement, and become property of DETCOG and TCEQ. Except as otherwise provided by the Agreement or the Act, the Subcontractor shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the State of Texas and its authorized agents.

Article 14 Intellectual Property

- (a). Subcontractor shall pay all license fees and royalties and assumes all costs incident to the use or possession in the performance of the work or the incorporation in the work of any Intellectual Property.
- (b). Subcontractor shall promptly notify DETCOG and TCEQ of all Intellectual Property which Subcontractor or Subcontractor's employees, subcontractors, or subcontractor's employees may produce, either solely or jointly with others, during the course of work. In addition, Subcontractor shall promptly notify DETCOG and TCEQ of all Intellectual Property to which Subcontractor may acquire rights in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publications, sale, public use, or impending publication. Promptly upon request, Subcontractor shall supply such additional information as DETCOG or TCEQ may request.
- (c). With respect to such Intellectual Property as is (1) incorporated in the work (other than Intellectual Property for which DETCOG and TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), (2) produced by Subcontractor or Subcontractor's employees, subcontractors or subcontractor's employees during the course of performing the work, or (3) specifically identified in the Supplemental Conditions as Intellectual Properties to which Intellectual Property Rights are granted pursuant to this paragraph, Subcontractor hereby grants to DETCOG and TCEQ (1) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such Intellectual Property and associated use of

documentation, and (2) a nonexclusive, perpetual, irrevocable, enterprise-wide license to authorize others to reproduce, publish, or otherwise use such Intellectual Property for DETCOG and TCEQ purposes.

- (d). DETCOG and TCEQ shall have the right, in its own discretion, to independently modify any Intellectual Property to which license is granted herein for DETCOG and TCEQ's own purposes and use, through the services of its own employees or independent contractors. DETCOG and TCEQ shall own all Intellectual Property Rights to such modifications. Subcontractors shall not incorporate any such modification into its Intellectual Property for distribution to third parties unless it first obtains license from DETCOG and TCEQ.
- (e). Subcontractor shall comply with all Laws and Regulations relating to Intellectual Property. Subcontractor represents and warrants to DETCOG and TCEQ that Subcontractor will not infringe any Intellectual Property Right of any third party. Subcontractor further represents and warrants to DETCOG and TCEQ that in the course of performing work it will not use or possess any Intellectual Property owned by a third party without paying any required royalty or patent fees. Subcontractor warrants that it has full title and ownership of the Intellectual Property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted herein, and that such license use by the DETCOG and TCEQ will in no way constitute an infringement or other violation of any Intellectual Property right of any third party. The Subcontractor warrants that it shall have, throughout any applicable license term hereunder, free and clear title to, or the right to possess, use, sell, transfer, assign, license, or sublicense, products that are licensed or provided hereunder to DETCOG and TCEQ by Subcontractor. Except as permitted in the Agreement, Subcontractor shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided hereunder to DETCOG and TCEQ for which title has not yet passed to DETCOG and TCEQ, without prior written consent of DETCOG and TCEQ. Subcontractor represents and warrants DETCOG and TCEQ that neither it nor any other company or individual performing the work is under any obligation to assign or give to any third party any Intellectual Property rights granted or assigned to DETCOG and TCEQ, or reserved by DETCOG and TCEQ, pursuant to this Agreement.
- (f). Subcontractor expressly acknowledges that state funds may not be expended in connection with the purchase of any automated information system unless that system meets certain statutory requirements of 2157.005 of the Government Code, relating to accessibility by persons with visual impairments. Accordingly, the Subcontractor represents and warrants to DETCOG and TCEQ that technology provided to the DETCOG and TCEQ for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either

directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

- (g). Subcontractor warrants that, with respect to work performed under this Agreement, that all work is Year 2004 Compliant when used in accordance with the applicable documentation, provided that all products used in combination with it (but not themselves included in or work or incorporated into the work) properly exchange date data with the work. Subcontractors warrants that the work meets all applicable standards of the Texas Department of Information Resources relating to Year 2004 Compliance. In the event any work performed under this Agreement is not Year 2004 Compliant, and the Subcontractor is provided written notice thereof, Subcontractor shall at its sole expense immediately cause such work to become Year 2004 Compliant in a manner that will minimize interruption to ongoing business processes, time being of the essence.
- (h). The Subcontractor shall include provision adequate to effectuate the purposes of this paragraph in all subcontracts and subgrants under this Agreement in the course of which Intellectual Property may be produced or acquired.

Article 15 Energy Efficiency Standards

The SUBCONTRACTOR is encourages to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 16 Permits and Licenses

Unless otherwise provided in the Agreement, Subcontractor shall obtain and pay for all construction permits and licenses. Subcontractor shall pay all charges of utility owners for connections to the work, and Subcontractor shall pay all charges for such utility owners for capital costs related thereto such as plant investment fees.

Article 17 Identification of Funding Sources

The SUBCONTRACTOR shall acknowledge the financial support of TCEQ through DETCOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as part of this Contract, other than documents prepared exclusively for internal use within TCEQ, shall carry the following notation on the front cover or title page:

**PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
THROUGH THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS**

Article 18 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by Contract shall be decided by the Executive Director of DETCOG or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of DETCOG. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with DETCOG's final decision.

Article 19 Oral and Written Contracts

All oral or written Contracts between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 20 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 21 Utilization of Small, Minority and Women's Business Enterprises

- (a). A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which at least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.
- (b). The SUBCONTRACTOR is encouraged to use qualified Historically Underutilized Businesses (HUBs) in the performance of this Contract.

Article 22 Funding under this Agreement Subject to Funds in the MSWDTRF

It is the understanding of the parties that the source of funds provided by the FUNDING AGENCY is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to the demands upon that source for funds necessary to protect health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF.

Article 23 Employment Practices & Nondiscrimination

The Subcontractor agrees that in the performance of this Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in the Department of Labor Regulations (41 CFR Part 60). The Subcontractor assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Agreement. The subcontractor shall comply with all applicable state and federal statutes relating to nondiscrimination which include, but not limited to, those listed in the Uniform Grant Management Standards.

Article 24 Concerning Subcontractors, Suppliers and Others

- (a). All contractual expenditures using funds provided under this Agreement shall meet all procurement laws and regulations applicable to the Subcontractor and the Uniform Grant and contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required. The Subcontractor shall be responsible for the management and fiscal monitoring of all subcontractors and subgrantees. The Subcontractor shall monitor its subcontractors and subgrantees as necessary to ensure that the subcontractors and subgrantees are operating consistently with applicable laws and regulations, applicable contracting policies, and this Agreement. The Subcontractor shall ensure that all subcontractors and subgrantees comply with all record keeping and access requirements set forth in this Agreement. TCEQ and DETCOG reserves the reserves the right to perform an independent audit of the Subcontractor, their subcontractors and their subgrantees. The Subcontractor, their subcontractors and their subgrantees shall maintain detailed records. Funds provided to the Subcontractor pursuant to this Agreement that are paid to the Subcontractor shall be used by the Subcontractor solely to satisfy the purposes of this Agreement.
- (b). Subcontractor's contractual costs must comply with allowable costs requirements. Subcontractors which are governmental entities must engage in contractor selection on competitive basis in accordance with their respective policies. If Subcontractor has no competitive procurement policy or is a private entity, Subcontractor must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the Subcontractor under this Agreement shall be in accordance with Subpart C, Sec. __.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Article 25 Conflict of Interest

Subcontractor shall notify DETCOG immediately upon discovery of any potential or actual conflict of interest. Subcontractor agrees DETCOG has sole discretion whether a conflict exists and that DETCOG may terminate the Agreement at any time, on the grounds of actual or apparent conflict of interest. No employee, officer or agent of Subcontractor shall participate in selection, or in the award or administration of a contract supported by State funds if a conflict of interest, real or apparent would be involved. Such a conflict arises as set forth in this section: (1) the employee, officer or agent, (2) any member of his immediate family, (3) his or her

partner, or (4) an organization which employees, or is about to employ any of the above. The Subcontractor shall notify DETCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

Article 26 Remedies

- (a). In accordance with Chapter 2259, Texas Government Code, the following Scheduling of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
1. Reject substandard performance and request corrections without charge to DETCOG.
 2. Issue notice of substandard performance or other non-conforming act or omission.
 3. Request and receive return of any over payment or inappropriate payments.
 4. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 5. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
 6. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by DETCOG for recovery or administrative costs or returned to TCEQ as authorized by agreements with TCEQ and by state or federal law.
 7. Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of any unexpended funds, and repayment of expended funds.
- (b). If the DETCOG evaluation finds the Subcontractor's performance to be substandard. DETCOG may provide its written evaluation report to other governmental entities at any time. DETCOG may also provide its written evaluation report to the public as authorized by law.
- (c). DETCOG may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses rising from or caused by the Subcontractor's substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to DETCOG in this Agreement shall not limit the remedies available to DETCOG under law.
- (d). The duties and obligations imposed in this section, are in addition to, and are not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by Law and regulation, by special warranty or guarantee or by other provisions of this Agreement, and the provisions of this paragraph will be effective as if it repeated specifically in the Agreement in connection with each particular duty, obligation, right, remedy to which they apply.

Article 27 Contract

This Contract represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work or termination or completion of the Agreement.

Exhibit 1, Attachment A

Request For Reimbursement
FY 2006 Solid Waste Activities

A. Contractor Name & Address

B. Request # _____

C. Contract # _____

D. Contract Period:

From: _____

To: _____

E.

Date of Expenditure	Description of Expenditure	Amount Expended
XXXXXXXXXXXXXXXXXXXX	XXXXXX Total Requested	

F. Certification

Services have been rendered as itemized in this invoice and are provided as described by the contract.

Signature

Title

Date

Exhibit 2, Attachment A

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
FY 2006/2007 Regional Solid Waste Grant
Financial Status Report**

1. Date: _____ 3. Recipient Organization (Name and Complete Address, Including ZIP Code): _____
2. Project Identification Number: _____
4. Request For Reimbursement Number: _____
5. Final Report: () YES () NO _____
6. Period Covered By This Report: From: _____ To: _____ 7. Total Grant Period: From: _____ To: _____
8. Signature of Authorized Certifying Official: _____

Typed or Printed Name and Title: _____

9. BUDGET CATAGORIES	Budget	Expenses This Report	Previous Expenses	Total Expenses	Balance
a. Personnel/Salaries					
b. Fringe Benefits					
c. Travel					
d. Supplies					
e. Equipment					
f. Construction					
g. Contractual (other than construction)					
h. Other Expenses					
i. Total Direct (Sum a-h)					
j. Indirect Costs					
k. Total (Sum i & j)					

Reviewed and approved by: _____ Date: _____

Exhibit 3, Attachment A

INSTRUCTIONS

**PASS-THROUGH GRANT SUMMARY REPORT
(Form PT-S1)**

The grant contract requires the Council of Governments (COG) to enter into legal agreements with each pass-through grant recipient. Those agreements are to include a defined work program, to include specific tasks and deliverables, with a concise schedule for completing the tasks and providing the deliverables.

The COG is responsible for monitoring each pass-through grant to ensure completion of the grant-funded activities. The attached reporting form provides an **example** format that can be used by the COG to obtain necessary information from pass-through grant recipients on the activities conducted for each project. It is recommended that the COG require submission of this or a similar report with each request for reimbursement of expenses by a grant recipient, as well as upon completion of all grant-funded activities.

The Progress Report Form consists of two sections, as outlined below:

COVER SHEET:

This cover sheet should be completed with each report submitted. The report is to be signed by an authorized official. Also, this signature on the final report would certify that the grant recipient has completed all of the tasks and deliverables required under the project authorization, and that the terms of the grant contract have been met. Any uncompleted requirements should be explained with the report.

STATUS OF COMPLETION OF WORK TASKS:

The report should provide information on the status of completing each major work task or deliverable set forth in the project authorization form. The grant recipient should also provide the COG with copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, public notices, advertisements, videos, etc.).

FY 2006/2007 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT SUMMARY REPORT
(FORM PT-S1)

1. Grant Recipient:	2. Contract No.:
3. Report No.:	4. Report Period: From _____ To:
5. Percent (%) Completed to Date:	6. Estimated Completion Date:

7. STATUS OF COMPLETION OF WORK TASKS^{*}: For **each** major work task or deliverable set forth in your grant contract, provide the following information (use the accompanying sheet):
- A. Estimate the percent (%) complete of the task or deliverable.
 - B. Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
 - C. List the major activities remaining to be conducted towards completing the task or deliverable.
 - D. Provide an estimated date for the completion of the task or deliverable.
 - E. Explain any problems or delays in completing the task or providing the deliverable.

^{*}Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).

8. SIGNATURE:

Signature of Submitting Official

Typed or Printed Name and Title

Date Submitted

9. T If Final Report

<p>Project Completion Certification:</p> <p>For the final report, the submitting official certifies that to the best of his/her knowledge and belief, all tasks and deliverables required under the grant have been completed, except as noted and fully explained in the report, and the terms of the grant contract have been met.</p>

PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ___ of

1. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

2. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

3. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ___ of**

4. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

5. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

6. Task/deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ___ of**

REMARKS: Explain any problems encountered in conducting the overall project. Provide other information that may be helpful in understanding the status of the project.

INSTRUCTIONS

REPORT ON RESULTS OF GRANT-FUNDED PROJECT (Form PT-R1)

The Deep East Texas Council of Governments (COG) is required to collect the results of each FY 2006/2007 implementation project funded in the region. For each project, data must be collected from the time the project is initiated through approximately one year after the end of the biennium, with the exception of projects which are not ongoing or one-time events; grantees must be made aware of this requirement in COG pass-through grant contracts. This will enable the COG to supply the Texas Commission on Environmental Quality (TCEQ) with two annual regional results reports during the biennium, and a follow-up regional results report approximately one year after the end of the biennium.

In order to better establish routine reporting responsibilities for grantees, it is recommended that the COG require quarterly results reporting for each project, along with quarterly work program progress reports. However, the actual frequency for reporting project results may vary at the COG's discretion. This document provides **example** reporting forms that may be used by the COG to obtain the necessary information.

FORM PT-R1 AND ATTACHMENTS

Form PT-R1 is provided for use by the COG in gathering project results during the biennium. For the most part, in order to facilitate overall results reporting, Form PT-R1 is designed to reflect Form RR-1, which is used by the COG to report regional results to TCEQ. However, the COG may modify Form PT-R1 as necessary.

Quantitative information must be provided in the units of measurement specified on each results sheet. To facilitate this, Form PT-R1 (Supplemental) provides standard volume-to-weight conversion factors for various materials. It is recommended that this or a similar reference sheet be distributed to all grantees along with their reporting forms.

The grantee should complete the cover sheet for Form PT-R1 and indicate which results sheets for specific grant categories (Forms PT-R1A through PT-R1I) are attached to the report. It is important to note that all information provided should be *cumulative*, beginning with the initiation of project activity through the reporting date. Note that for Form I, information should be included for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities. Additional instructions to the grantee are indicated on certain other attachments.

In order for the results report to be acceptable, an authorized representative of the grant recipient should sign and date the certification.

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
REPORT ON RESULTS OF GRANT-FUNDED PROJECT
(FORM PT-R1)**

1. Grant Recipient:	2. Contract or Project No.:
3. Report No.:	4. Grant Term: From _____ To:
5. Report Period: From _____ To:	6. Final FY 2004/2005 Report: Yes _____ No

7. General Questions: Complete the general questions listed on the back of this form, where applicable.
8. Complete the applicable form(s) for the category of project conducted with grant funds. T if attached.
- ___ FORM A: LOCAL ENFORCEMENT
 - ___ FORM B: SOURCE REDUCTION/RECYCLING
 - ___ FORM C: CITIZENS COLLECTION STATIONS/SMALL REGISTERED TRANSFER STATIONS
 - ___ FORM D: HOUSEHOLD HAZARDOUS WASTE - Attach a copy(ies) of the completed Data Information Form required to be submitted to TNRCC for each HHW collection activity.
 - ___ FORM E: TECHNICAL STUDIES
 - ___ FORM F: LOCAL/SUBREGIONAL SOLID WASTE MANAGEMENT PLANS
 - ___ FORM G: COMMUNITY CLEANUP EVENTS
 - ___ FORM I: EDUCATIONAL AND TRAINING PROJECTS (use for both stand-alone educational and training projects, or other projects that include an educational component)
9. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete.

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Submitted

Effectiveness of the Grant-Funded Project

a. Describe the goal of the grant-funded project (should be consistent with the initial application information):
b. Is the project achieving the intended goals? Yes: _____ No: _____ Partially: _____
Explain below:

**FY 2006/2006 REGIONAL SOLID WASTE GRANTS PROGRAM
Individual Project Results Reports
Form PT-R1 (Supplemental)**

Following are standard volume-to-weight conversion factors for various materials. This reference sheet is provided for your convenience, and should not be submitted with the report.

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Glass Containers	Whole	500
	Broken	1,000
	Crushed	1,800
Aluminum Cans	Whole	60
	Flattened	200
	Baled	350
Steel Cans	Whole	150
	Flattened	400
	Baled	850
Appliances	Uncompacted	200
Grass Clippings	Loose	350
	Compacted	650
Leaves	Loose	150
	Compacted	550
Brush and Branches	Loose	250
	Chipped	600
Yard Trimmings	Loose	600
	Compacted	1,040
Newspaper	Loose	430
	Loose, stacked	600
	Baled, downstroke	650
	Baled, horiz. single ram	700
	Baled, horiz. double ram	800

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Corrugated Cardboard	Loose	100
	Compactor truck	250

	Baled, downstroke	500
	Baled, horiz. single ram	650
	Baled, horiz. double ram	750
Computer or Office Paper	Loose	350
	Baled	750
Mixed Paper	Loose	150
PET Soft Drink Bottles	Whole	34
	Flattened	75
	Baled	400
	Baled, perforated	650
	Granulated	550
HDPE Milk or Water Bottles	Whole	30
	Flattened	65
	Baled	400
	Granulated	550
Plastic Film	Baled	850
Wood waste	Loose	300
	Chipped	500
Asphalt	Loose	1,400
Concrete	Loose	4,000

General Conversions:

1 ton = 2,000 pounds
1 yard = 27 cubic feet

**FY 2006/2007 REGIONAL SOLID WASTE GRANT
Form PT-R1A: Local Enforcement**

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Amount of grant funding	\$
Total number of illegal dumping sites investigated	
Number of small illegal dumping sites investigated (<5 lbs.)	
Number of medium illegal dumping sites investigated (5-100 lbs.)	
Number of large illegal dumping sites investigated (>100 lbs.)	
Total number of fines issued	
Total amount of fines issued	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (<i>in pounds</i>) removed from illegal dumping sites through enforcement actions	

Comments:

FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1B: Source Reduction/Recycling

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount	\$
Total amount (<i>in tons</i>) of materials diverted	
Amount (<i>in tons</i>) of brush/yard waste diverted	
Amount (<i>in tons</i>) of glass diverted	
Amount (<i>in tons</i>) of metal diverted	
Amount (<i>in tons</i>) of plastic diverted	
Amount (<i>in tons</i>) of cardboard diverted	
Amount (<i>in tons</i>) of newspaper diverted	
Amount (<i>in tons</i>) of other paper diverted	
Amount (<i>in tons</i>) of C&D debris diverted	
Number of months materials collected (<i>to be used in obtaining averages</i>)	
Average monthly diversion amount (<i>in tons</i>)	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided (<i>i.e., what it would have cost to landfill the total amount of materials diverted</i>)	\$
Average monthly disposal costs avoided	\$

Comments:

FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1C: Citizens Collection Stations/Small Transfer Stations

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal <i>(in tons)</i>	
Number of months station in operation <i>(to be used in obtaining averages)</i>	
Average monthly disposal amount <i>(in tons)</i>	
Total amount of materials diverted for beneficial use <i>(in tons)</i>	
average monthly diversion amount <i>(in tons)</i>	
Total fees collected for station use (\$)	\$
Average monthly fees collected	\$
Total revenue from sale of diverted materials (\$)	\$
Average monthly revenues	\$

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1D: Household Hazardous Waste Management**

Note: If the project contains education or training activities, Attachment I must also be completed.

This form is intended to provide summary results for the solid waste grants program. Household Hazardous Waste Collections Data Information Forms must still be submitted separately to Ms. Ingrid Dierlam-McDonald of TCEQ's Small Business and Environmental Assistance Division.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount (\$)	
Total number of individual collection events	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
Total amount of HHW (excluding hazardous paint) collected (<i>in pounds</i>)	
Total amount of hazardous paint collected (<i>in pounds</i>)	
Total cost of hazardous materials contractor services (\$)	
Total amount of nonhazardous paint collected for reuse/recycling (<i>in gallons</i>)	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling (<i>in gallons</i>)	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling (<i>in gallons</i>)	
Total number of used tires collected for reuse/recycling	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1E: Technical Studies**

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount (\$)	
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Comments:

**FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1F: Local/Subregional Solid Waste Management Plans**

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount (\$)	
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of entities having implemented actions related to plan goals, objectives, or recommendations	

Comments:

FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1G: Community Cleanup Events

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2004/2005 Results
Grant funding amount (\$)	
Total number of individual cleanup events held	
Total number of participants/volunteers	
For river/lake and neighborhood/park cleanups: If applicable, total waterfront cleaned up (<i>in miles</i>)	
If applicable, total land area cleaned up (<i>in acres</i>)	
Total debris/litter collected for disposal (<i>in pounds</i>)	
Total amount of materials collected for recycling/reuse (<i>in pounds</i>)	
For Texas Country Cleanups: Total amount of paint collected for recycling/reuse (<i>in gallons</i>)	
Total number of lead-acid batteries collected for recycling/reuse	
Total amount of motor oil collected for recycling/reuse (<i>in gallons</i>)	
Total number of oil filters collected for recycling/reuse	
Total amount of antifreeze collected for recycling/reuse (<i>in gallons</i>)	
Total number of tires collected for recycling/reuse	
Total number of empty pesticide containers collected for recycling/reuse	

Comments:

FY 2006/2007 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R1H: Education/Training*

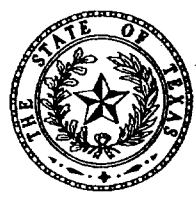
Note: Use for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities.

Reporting Parameter	Results
If a stand-alone education/training project, grant funding amount	\$
If project is in another grant category, amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

#15

INTERIM EXECUTIVE DIRECTOR
Edward L. Johnson



CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman-Buckley
Betty Reinbeck

Texas Building and Procurement Commission
LEASE RENEWAL AMENDMENT
Lease: 7338 - Livingston
Term: 05/01/1991 through 04/30/2006

This Agreement is made and entered into on this _____ by and between the Lessor, County of Polk and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

The occupying agency, the Health and Human Services Commission (HHSC) shall continue to occupy and remain in possession of the leased premises for a period of 60 months from May 1, 2006 through April 30, 2011. This renewal period pertains to 10,928 square feet of space at \$0.00 annual rate for a total of \$0.00 per month and shall be paid in accordance with the following rent schedule:

AGENCY	TERM	SQ. FT OCCUPIED	ANNUAL RATE/SF	COST PER MONTH
HHSC	05/01/2006-04/30/2011	6,432	\$0.00	\$0.00
DFPS	05/01/2006-04/30/2011	4,496	\$0.00	\$0.00
	Total	10,298		\$0.00

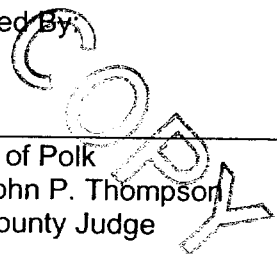
The Texas Building and Procurement Commission shall have the right to cancel and terminate this lease by giving Lessor written notice of such cancellation at least 30 days prior to the desired cancellation date.

All other terms and conditions shall remain the same. This lease amendment is by mutual agreement between Lessor and Lessee. If you have any questions, please contact Barney Bigham at (512) 463-3327.

TEXAS BUILDING AND PROCUREMENT
COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By: _____
County of Polk
By: John P. Thompson
County Judge



INTERIM EXECUTIVE DIRECTOR
Edward L. Johnson



CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman-Buckley
Betty Reinbeck

Texas Building and Procurement Commission

LEASE RENEWAL AMENDMENT

Lease: 8230 - Corrigan

Term: 11/01/1993 through 05/31/2006

This Agreement is made and entered into on this _____ by and between the Lessor, County of Polk and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

The occupying agency, the Health and Human Services Commission (HHSC) shall continue to occupy and remain in possession of the leased premises for a period of 12 months from June 1, 2006 through May 31, 2007. This renewal period pertains to 3,040 square feet of space at \$0.00 annual rate for a total of \$0.00 per month.

The Texas Building and Procurement Commission shall have the right to cancel and terminate this lease by giving Lessor written notice of such cancellation at least 180 days prior to the desired cancellation date.

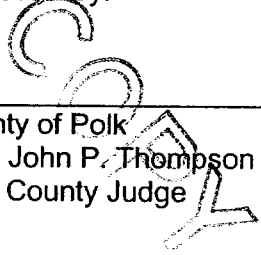
All other terms and conditions shall remain the same. This lease amendment is by mutual agreement between Lessor and Lessee. If you have any questions, please contact Barney Bigham at (512) 463-3327.

TEXAS BUILDING AND PROCUREMENT
COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By:

County of Polk
By: John P. Thompson
County Judge



#18

VOL. 52 PAGE 1089

REIMBURSEMET RESOLUTION
CAPITAL OUTLAY PURCHASES
APRIL 25, 2006
FY2006

COPY

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
LEWIS AIR COND. & REP	SHERIFF JAIL	JAIL	010-512-571	\$ 8,500.00
THOMAS SUPPLY INC	SHERIFF JAIL	JAIL	010-512-571	\$ 79.53
DELL	COMPUTER EQUIPMENT	EMERG.MGMT.	010-695-572	\$ 1,067.23
D.P. SOLUTIONS	COMPUTER EQUIPMENT	SHERIFF	010-560-572	\$ 1,006.25
NET DATA, INC.	COMPUTER EQUIPMENT	SHERIFF	010-560-572	\$ 600.00
PHILPOTT MOTORS	VEHICLES	SHERIFF	010-560-575	\$ 135,048.00
TOTAL				\$ 146,301.01

#19

Budget Revisions
#2006-13

COPY

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
056 SHERIFF-COMMISSARY FUNDS	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2006 010-342-569	REIMBURSEMENT-SHER	04/07/2006	2K6R13	215.18-	82.19	REVERSE REVISION 2K6R11,REI KP	
	TOTAL AMENDMENTS		1	132.99-	82.19		
2006 010-370-056	TRANSFER FROM INMA	04/06/2006	2K6R13	.00	2,000.00-	MOVE FUNDS FROM INMATE COMM KP	
	TOTAL AMENDMENTS		1	TOTAL CHANGES	2,000.00-		
2006 010-403-105	SALARIES	04/07/2006	2K6R13	203,210.91	962.40	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-201	SOCIAL SECURITY	04/07/2006	2K6R13	19,121.63	73.62	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-204	WORKERS COMPENSATI	04/07/2006	2K6R13	1,392.17	4.74	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-206	UNEMPLOYMENT INSUR	04/07/2006	2K6R13	599.24	2.79	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-484	ELECTION EXPENSE	04/07/2006	2K6R13	61,869.00	1,043.55-	MOVE FUNDS TO SALARY/BENEFIT KP	
	EXPENSE SUMMARY - COUNTY CLERK		5	TOTAL CHANGES	.00		
2006 010-560-427	TRAVEL/TRAINING	04/07/2006	2K6R13	29,457.94	82.19-	REVERSE REVISION 2K6R11,REI KP	
2006 010-560-571	HOMELAND SECURITY	04/06/2006	2K6R13	.00	2,000.00	MOVE FUNDS FROM INMATE COMM KP	
	EXPENSE SUMMARY - SHERIFF DEPT		2	TOTAL CHANGES	1,917.81		
2006 056-512-491	INMATE SUPPLIES	04/06/2006	2K6R13	18,331.31	2,000.00-	MOVE FUNDS TO SHERIFF-HOMEL KP	
	TOTAL AMENDMENTS		1	TOTAL CHANGES	2,000.00-		
2006 056-700-010	TRANSFER TO GENERA	04/06/2006	2K6R13	.00	2,000.00	MOVE FUNDS TO SHERIFF-HOMEL KP	
	TOTAL AMENDMENTS		1	TOTAL CHANGES	2,000.00		

Budget Revisions

COPY

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
051 AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED



B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

04/18/2006 09:03:09 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 051-645-333	RAW FOOD	04/18/2006	2K6R13	57,675.25	57,075.25	600.00	MOVE FUNDS TO CAPITAL OUTLA KP	
2006 051-645-572	EQUIPMENT	04/18/2006	2K6R13	.00	600.00	600.00	MOVE FUNDS FROM RAW FOODS;D KP	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

~~4~~ 20

Budget Amendments #2006-13(A)

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	100,000.00
015 ROAD & BRIDGE ADM	20,877.40
048 DISTRICT ATTY SPECIAL FUND	5,999.88-

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

VOL. 52 PAGE 1096

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT NUMBER	AMOUNT	DESCRIPTION	CLK
2006 010-330-484	KAVA GRANT-ELECTIO	04/28/2006	2K6A13	.00	273,019.00-	273,019.00-	AMEND FOR GRANT FUNDS TO BE KP	
2006 010-330-561	SHERIFF DEPT-SECUR	04/28/2006	2K6A13	.00	22,002.00	22,002.00	AMEND FOR GRANT FUNDS TO BE KP	
2006 010-330-561	SHERIFF DEPT-SECUR	04/28/2006	2K6A13	22,002.00	22,002.00-	44,004.00-	CORRECT SIGN FOR REVENUE	KP
	TOTAL AMENDMENTS		3			295,021.00-		
2006 010-342-600	INSURANCE CLAIMS	04/28/2006	2K6A13	51,871.54-	53,024.55-	1,153.01-	AMEND CX FROM TAC,SHERIFF W KP	
	TOTAL AMENDMENTS		1			1,153.01-		
2006 010-403-571	ELECTION EQUIPMENT	04/28/2006	2K6A13	.00	273,019.00	273,019.00	AMEND FOR GRANT FUNDS TO BE KP	
	EXPENSE SUMMARY - COUNTY CLERK					273,019.00		
2006 010-512-440	CONTRACT-TRANSP NO	04/28/2006	2K6A13	.00	100,000.00	100,000.00	AMEND FOR FUNDS NEEDED TO H KP	
	EXPENSE SUMMARY - JAIL					100,000.00		
2006 010-560-450	REIMB IMS VEHICLE	04/28/2006	2K6A13	10,794.94	11,947.95	1,153.01	AMEND CX FROM TAC,SHERIFF W KP	
2006 010-560-571	HOMELAND SECURITY	04/28/2006	2K6A13	2,000.00	24,002.00	22,002.00	AMEND FOR GRANT FUNDS TO BE KP	
	EXPENSE SUMMARY - SHERIFF DEPT					23,155.01		
2006 015-623-575	CAPITAL OUTLAY-BRI	04/28/2006	2K6A13	.00	10,738.00	10,738.00	AMEND FOR BRERG BRIDGE REPA KP	
	PRECINCT #3 EXPENSE SUMMARY					10,738.00		
2006 015-624-573	PCT4 CAPITAL OUTLA	04/28/2006	2K6A13	9,000.00	27,139.40	18,139.40	AMEND FOR PURCHASE TRUCK/AP KP	
	PRECINCT #4 EXPENSE SUMMARY					18,139.40		
2006 048-333-300	STATE MONIES	04/28/2006	2K6A13	.00	5,999.85-	5,999.85-	AMEND FOR FUNDS RECD FROM S KP	
	TOTAL AMENDMENTS		1			5,999.85-		

04/28/2006 09:39:52 REPORT OF GENERAL LEDGER AMENDMENTS GELL122 PAGE 1

SCHEDULE OF BILLS BY FUND

ACH697
VOL. 52 PAGE 1097

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,765.36
015	ROAD & BRIDGE ADM	6,120.00
027	SECURITY	209.50
051	AGING	671.54
083	MUSEUM OPERATING FUND	55.94
101	ADULT SUPERVISION	4,111.92
185	CCAP - JUVENILE PROBATION	1,881.10
	TOTAL OF ALL FUNDS	36,815.36

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACH 698

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,557.90
015	ROAD & BRIDGE ADM	1,431.30
027	SECURITY	49.00
051	AGING	157.06
083	MUSEUM OPERATING FUND	13.08
101	ADULT SUPERVISION	961.66
185	CCAP - JUVENILE PROBATION	439.92
TOTAL OF ALL FUNDS		8,609.92

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*

ACH 699

SCHEDULE OF BILLS BY FUND

VOL. 52 PAGE 1099

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,439.22
015	ROAD & BRIDGE ADM	3,347.49
027	SECURITY	75.61
051	AGING	187.39
083	MUSEUM OPERATING FUND	19.16
101	ADULT SUPERVISION	3,055.16
185	CCAP - JUVENILE PROBATION	1,236.56
TOTAL OF ALL FUNDS		24,360.59

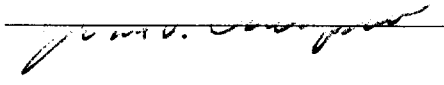
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	141,143.91
015	ROAD & BRIDGE ADM	38,087.34
027	SECURITY	1,349.36
051	AGING	4,438.02
083	MUSEUM OPERATING FUND	365.95
101	ADULT SUPERVISION	23,216.65
185	CCAP - JUVENILE PROBATION	10,467.12
TOTAL OF ALL FUNDS		219,068.35

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*

COPY

SCHEDULE OF BILLS BY FUND

ACH 701
VOL. 52 PAGE 1101

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,776.15
015 ROAD & BRIDGE ADM	246.76

TOTAL OF ALL FUNDS	3,022.91

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	31,480.80
015	ROAD & BRIDGE ADM	1,478.80
027	SECURITY	80.00
040	LAW LIBRARY FUND	50.50
051	AGING	2,149.81
088	JUDICIARY FUND	285.60
093	CO CLERK RECORDS MGMT FUND	114.00
	TOTAL OF ALL FUNDS	35,639.51

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,268.85
015 ROAD & BRIDGE ADM	270.00
027 SECURITY	30.00
101 ADULT SUPERVISION	1,827.87
185 CCAP - JUVENILE PROBATION	877.65

TOTAL OF ALL FUNDS	4,274.37

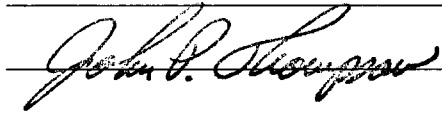
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,985.06
015	ROAD & BRIDGE ADM	721.01
027	SECURITY	21.62
049	DISTRICT ATTY HOT CHECK FUND	4.35
051	AGING	89.12
083	MUSEUM OPERATING FUND	1.21
101	ADULT SUPERVISION	599.62
185	CCAP - JUVENILE PROBATION	306.50
TOTAL OF ALL FUNDS		4,728.49

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,466.06
015	ROAD & BRIDGE ADM	8,571.36
027	SECURITY	26.69
049	DISTRICT ATTY HOT CHECK FUND	83.18-
051	AGING	1,263.59
083	MUSEUM OPERATING FUND	207.09-
090	DRUG FORFEITURE FUND	120.98
185	CCAP - JUVENILE PROBATION	1,075.59
TOTAL OF ALL FUNDS		19,234.00

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,709.63
015	ROAD & BRIDGE ADM	142.91
051	AGING	8.10
088	JUDICIARY FUND	85.00
TOTAL OF ALL FUNDS		16,945.64

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	42.00

TOTAL OF ALL FUNDS	42.00

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	194,552.57
015	ROAD & BRIDGE ADM	21,247.75
034	FEMA DISASTER FUNDS	63,771.24
051	AGING	3,374.74
061	DEBT SERVICE FUND	2,354.72
094	COUNTY RECORDS MGMT FUND	2,475.37
TOTAL OF ALL FUNDS		287,776.39

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	850.00

TOTAL OF ALL FUNDS	850.00

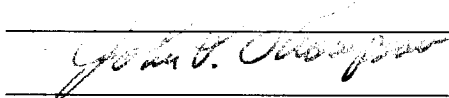
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	15,097.06
051	AGING	218.00
	TOTAL OF ALL FUNDS	15,315.06

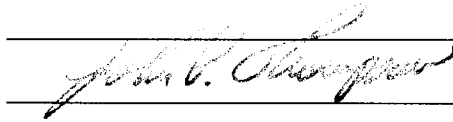
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ADDENDUM
SCHEDULE OF BILLS FOR
APRIL 25, 2006
FY 2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
Kavoussi & Associates	Truth-In-Taxation Program	Tax Office	010-499-487	\$ 899.00
* Limestone County	Inmate Housing	Jail	010-512-440	\$ 23,720.00
* Election Systems & Soft	Voting Tabulation	County Clerk	010-403-571	\$ 204,764.25
* Election Systems & Soft	Voting Tabulation	County Clerk	010-403-571	\$ 68,254.75
* CiviGenics, Inc	Inmate Housing	Jail	010-512-440	\$ 9,093.75
TCDRS	Retirement/April 2006	Payroll	Various	\$ 82,896.34
Hughes Petroleum	Gasoline Purchase	R & B 1	015-621-330	\$ 732.45
Reinhardt Auto Parts Inc	Supplies	R & B 3	015-623-456	\$ 435.32
Tifco Industries	Supplies	R & B 3	015-623-456	\$ 479.49
Diboll Custom Upholstery	Supplies	R & B 3	015-623-456	\$ 250.00
Hoot's Loader Service	Road Base	R & B 2	015-622-339	\$ 2,664.00
Wayne's Tire Shop	Service	R & B 2	015-622-330	\$ 110.59
Contractor's Supply	Injector	R & B 2	015-622-337	\$ 97.90
Galloway, Jeff	Repairs/Service	R & B 4	015-624-354	\$ 142.45
Galloway, Jeff	Repairs/Service	R & B 4	015-624-354	\$ 25.00
Galloway, Jeff	Repairs/Service	R & B 4	015-624-354	\$ 112.50
Galloway, Jeff	Repairs/Service	R & B 4	015-624-354	\$ 120.00
Galloway, Jeff	Repairs/Service	R & B 4	015-624-354	\$ 60.00
RB's Water Depot	Supplies	R & B 4	015-624-337	\$ 70.64
Trinity Materials Inc	Gravel	R & B 4	015-624-339	\$ 1,355.40
Cingular Wireless	Cell Phone Service	R & B 3	015-624-423	\$ 66.88
Arcadis G & M Inc	Professional Services	R & B 4	015-624-575	\$ 394.08
East Texas Asphalt Co Ltd	Superpatch	R & B 3	015-623-339	\$ 1,603.20
Hughes Petroleum	Gasoline Purchase	R & B 3	015-623-330	\$ 854.20
Western Auto Asso Store	Services	R & B 3	015-623-354	\$ 14.45
Darrell Gibson	Refund Insurance	Payroll	010-202-202	\$ 223.47
TOTAL				<u>\$ 399,440.11</u>

* PENDING APPROVAL OF BUDGET AMENDMENTS

John P. Thompson

Revised List COPY #22 VOL. 52 PAGE 1112

DATE: APRIL 12 THROUGH APRIL 25, 2006

(1)	ZUNILDA N. OFENSHAW	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR FULL-TIME	1102	REGULAR FULL-TIME	1102	RESIGNATION EFFECTIVE 04/14/2006
(2)	DORIS NELSON	AGING/ LIVINGSTON	1269 - AGING SERVICES WORKER	LABOR POOL (500)	104003- 11/(co)	LABOR POOL (500)	104003- 11/(co)	DECEASED EFFECTIVE 04/07/2006
(3)	DANA AUDETTE HARRIS	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR FULL-TIME	1101	REGULAR FULL-TIME	1101	RE-HIRE EFFECTIVE 05/01/2006
(4)	GLEN CLARK	VETERANS SERVICE	1241 - VETERANS SERVICES OFFICER	REGULAR FULL-TIME	1801	REGULAR FULL-TIME	1801	RETIRED EFFECTIVE 04/20/2006
(5)								
(6)								
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#23

FILE COPY

APPLICATION FOR FUNDS
&
INDEMNIFICATION

Effective August 1, 1974, Livingston Hospital District became a participating subdivision in the Texas County & District Retirement System ("TCDRS"; 'the System'). At an election ordered by the Board of Hospital Managers of the Livingston Hospital District ('District') on November 3, 1987, a majority of the eligible voters of the District voted in favor of the dissolution of the Livingston Hospital District and the transfer of the existing district assets to and the assumption of debts and bond obligations by Polk County.

In accordance with Government Code, Section 842.053(a)(2), the Board of Trustees of the Texas County & District Retirement System ordered that the participation of the District in TCDRS be terminated effective April 1, 2006. Sufficient amounts have been transferred out of the District's account in the TCDRS subdivision accumulation fund and into the members' accounts and reserve funds of the system to fully fund the benefits and annuities accrued by those members and annuitants participating in TCDRS on April 1, 2006, by virtue of credited service with the District.

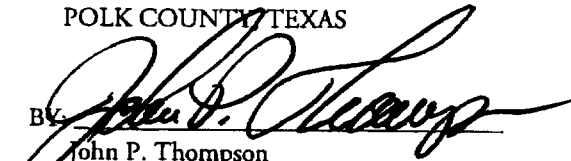
After the transfer, the total of funds remaining in the District's account in the TCDRS subdivision accumulation fund is \$660,814.68.

Based on the evidence and information previously submitted to the System, Polk County asserts that it is the successor in interest to the Livingston Hospital District and rightfully entitled to the remaining credit in the District's account in the TCDRS subdivision accumulation fund. Pursuant to Government Code, Section 845.317(b), Polk County hereby makes application to the TDCRS for payment of the remaining funds.

In accepting these funds Polk County hereby agrees to indemnify, defend, and hold the Texas County & District Retirement System harmless from any loss, cost, or expense including reasonable attorney's fees resulting from any claim or demand of whatever nature relating to such funds brought by any person or entity against TCDRS.

In witness whereof, the undersigned has executed this instrument as of April 25, 2006.

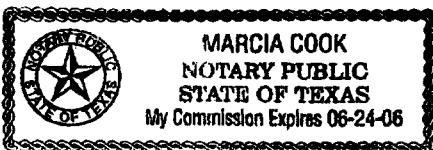
POLK COUNTY, TEXAS

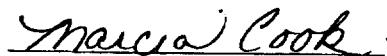
BY 
John P. Thompson
County Judge of Polk County

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me by John P. Thompson, County Judge of Polk County, Texas County on April 25, 2006.




Notary Public, State of Texas

VOL. #24



FILE COPY

JOHN P. THOMPSON
COUNTY JUDGE

April 28, 2006

Joey Pedigo
Pedigo Furniture
3785 Hwy 190 West
Livingston, Texas 77351


Dear Joey,

On April 25, 2006, the Commissioners Court approved your request to amend the terms and conditions of your existing lease of County storage space by adding an additional 2,444 square feet (52' x 47') to the 2,500 square feet of space within the warehouse building located on the southeast corner of the block at 109 W. Mill – bringing the total leased space to 4,944 square feet. Subsequently, the addition has modified the related lease payment from \$312.50 per month to \$618.00 per month (utilizing the current per sq. ft. rate of \$0.125) beginning May 1, 2006.

In the event that you have already forwarded your May lease payment to our office without this inclusion, please remit an additional \$305.50 to satisfy this change.

Please forward your payments to this office: Polk County
c/o County Judge John Thompson
101 W. Church St., Suite 300
Livingston, Texas 77351

Sincerely,


John P. Thompson
County Judge
Polk County, Texas