



# POLK COUNTY COMMISSIONERS COURT

May 9, 2006

10:00 A.M.

2006-047

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.
  - Proclamation Recognizing Hurricane Awareness Week 2006.

#### OLD BUSINESS

4. 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".

#### NEW BUSINESS

5. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 25, 2006.
6. RESOLUTION RECOGNIZING GLENN CLARK'S YEARS OF SERVICE AS POLK COUNTY VETERAN SERVICES OFFICER.
7. CONSIDER APPROVAL OF TEXAS HOMELAND SECURITY REGIONAL EMERGENCY RESPONSE PLAN FOR THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS DISTRICT.
8. RATIFY 1ST QUARTER SUBMISSION TO STATE COMPTROLLER FOR REIMBURSEMENT OF JUROR PAYMENTS AND CONSIDER APPOINTMENT OF COUNTY OFFICIAL AUTHORIZED TO SUBMIT QUARTERLY CLAIMS PURSUANT TO SECTION 61.0015 (B) OF THE GOVERNMENT CODE.
9. CONSIDER APPROVAL TO ACCEPT OFFERS ON TAX FORECLOSURE PROPERTIES:
 

**(PRECINCT 1)**

LOTS 20 & 21, BLOCK A, FOREST SPRINGS #2, CAUSE #T00-056, ACCT. NOS. F0500023800 & F0500023900;  
 LOTS 2 & 3, BLOCK A. FOREST SPRINGS #2, CAUSE #T00-057, ACCT. NOS. F0500022800 & F0500022900;  
 LOT 59, SHELTER COVE #1, CAUSE #96-034, ACCT. #S1100005500,  
 LOT 34, BLOCK 4, SHELTER COVE #5, CAUSE #96-021, ACCT. #S1100057200 AND  
 LOT 5, BLOCK 4, SHELTER COVE #5, CAUSE #94-147, ACCT. #S1100054300.

**(PRECINCT 3)**

TRACT 55D, J.J. MAYS SURVEY, ABSTRACT 426, CAUSE #T03-100, ACCT. NO. 10426006204.
10. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR; "THE PURCHASE OF THREE (3) NEW 3/4 TON PICK-UP TRUCKS, ROAD & BRIDGE, PRECINCT 1".
11. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-11, "PURCHASE OF ONE (1) NEW OR USED 11 WHEEL PNEUMATIC DIESEL POWER ROLLER, PRECINCT 1".
12. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO THE PROPOSAL FOR ARCHITECTURAL SERVICES FOR THE RENOVATION OF THE POLK COUNTY OFFICE ANNEX, 602 E. CHURCH STREET AND APPROVAL TO ADVERTISE FOR BIDS FOR PROJECT COMPONENTS.
13. CONSIDER APPROVAL OF AMENDED TEXAS VINE GRANT CONTRACT FOR FY06 WITH THE OFFICE OF THE ATTORNEY GENERAL AND RELATED SERVICE AGREEMENT WITH APPRISS, INC. FOR CRIME VICTIM INFORMATION.

14. CONSIDER SHERIFF'S REQUEST FOR AMENDED LIST RELATING TO USE OF COUNTY INMATE LABOR FOR CIVIC PURPOSES, PURSUANT TO ARTICLE 43.10 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.
15. RECEIVE COUNTY TREASURER'S QUARTERLY REPORT FOR THE 2<sup>ND</sup> QUARTER (JANUARY, FEBRUARY, MARCH) FY 2006.
16. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
17. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
18. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
19. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

**ADJOURN**

**Posted: May 3, 2006**

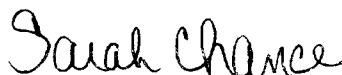
By: John P. Thompson, County Judge



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, May 3, 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](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

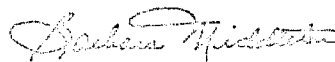
BY:



(Deputy)

FILED FOR RECORD

2006 MAY -3 A 9:42



BARBARA MIDDLETON  
POLK COUNTY CLERK



May 9, 2006  
10:00 a.m.

# COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor  
Livingston, Texas

## ADDENDUM to Posting #2006-047

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 9, 2006 at 10:00 A.M.

### AMEND TO READ;

10. **CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR; "THE PURCHASE OF 1-3 NEW 3/4 TON PICK-UP TRUCKS, ROAD & BRIDGE, PRECINCT 1".**

### AMEND TO ADD;

20. **CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BUDGET AMENDMENTS FOR ROAD AND BRIDGE FUND AND LATERAL ROAD FUND – PRECINCT CARRY-OVERS OF REMAINING EXPENDITURES FROM FY ENDING SEPTEMBER 30, 2005, AS DETERMINED BY COUNTY AUDITOR.**
21. **CONSIDER RATIFICATION OF FINAL LEASE DOCUMENT (APPROVED MARCH 28, 2006) FOR OFFICE SPACE LEASED THROUGH 512 W. CHURCH, INC.**
22. **CONSIDER PRECINCT 4 CONSTABLE'S REQUEST TO APPROVE APPOINTMENT AND BOND FOR RESERVE DEPUTY CONSTABLE.**
23. **CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR THE HOUSING OF INMATES AT THE IAH DETENTION FACILITY.**

Dated: Friday, May 5, 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, May 5, 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](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

BY Sarah Chance, Deputy

FILED FOR RECORD

2006 MAY -5 P 3:40

BARBARA MIDDLETON



May 9, 2006  
10:00 a.m.

**COMMISSIONERS COURT**

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

**EMERGENCY ADDENDUM to Posting # 2006 – 047**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 9, 2006 at 10:00 A.M., as authorized by Texas Government Code, 551.045 and found to be a reasonably unforeseeable situation occurring subsequent to regular postings.

**AMEND TO ADD;**

- 24. **CONSIDER APPROVAL OF PROPOSAL FROM RESTORATION & ENVIRONMENTAL SERVICES FOR MOLD REMEDIATION COURTHOUSE BASEMENT – PROBATION OFFICE – IN THE AMOUNT OF \$13,900.00 AND ALL OTHER NECESSARY REPAIR REPLACEMENT OF AREA.**

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Dated: Monday, May 8, 2006

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 Monday, May 8, 2006 and that said Addendum remained so posted continuously for at least 2 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 Barbara Middleton, Deputy

FILED FOR RECORD  
2006 MAY -8 P 2:11

COMMISSIONERS COURT  
AGENDA POSTING #2006 - 047

BE IT REMEMBERED ON THIS THE 9th DAY OF MAY, 2006  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;  
HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.  
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,  
JAMES J. "Buddy" PURVIS - COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET  
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK & B.L. "BOB"  
DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND  
DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
  - INVOCATION BY PASTOR ROGER GRAGG OF LIVINGSTON FIRST CHURCH OF THE NAZARENE.
  - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE
3. INFORMATIONAL REPORTS:
  - A. BARBARA MIDDLETON, COUNTY CLERK REPORTED THE EARLY VOTING TOTALS FOR THE LOCAL OPTION ELECTION BEING HELD ON MAY 13, 2006.
  - B. SHERIFF KENNETH HAMMACK REPORTED ON THE INMATE POPULATION CURRENTLY (73) IN THE COUNTY JAIL AND (23) INMATES IN THE IAH DETENTION FACILITY. HE ALSO REPORTED THE PROGRESS BEING MADE TO THE ANIMAL SHELTER AND MAY BE ABLE TO OPEN AROUND THE FIRST OF JUNE.
  - C. RETIRING VETERANS SERVICE OFFICE GLENN CLARK GAVE REMARKS THANKING THE COURT, HIS WIFE, HIS BROTHER, AND HIS ASSISTANT PENNY NELSON FOR ALL THEIR HELP. THE COURT RECOGNIZED HIS YEARS OF SERVICE WITH A RESOLUTION AND POSED FOR A PHOTOGRAPH.
  - D. JUDGE THOMPSON RECOGNIZED COLBY TINER WITH CONGRESSMAN KEVIN BRADY'S OFFICE.
  - E. PROCLAMATION RECOGNIZING HURRICANE AWARENESS WEEK 2006. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE PROCLAMATION DECLARING HURRICANE AWARENESS WEEK, MAY 21-27, 2006. ALL VOTING YES.
6. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE "RESOLUTION" RECOGNIZING GLENN CLARK'S YEARS OF SERVICE AS POLK COUNTY VETERANS SERVICE OFFICER. ALL VOTING YES. (SEE ATTACHED)

**OLD BUSINESS**

4. BID #2006-10  
"PURCHASE OF ONE (1) NEW OR USED RUBBER TIRE LOADER, WITH TRADE-IN OR SALE OF ONE (1) USED 950 LOADER, PRECINCT #3."  
MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO REJECT ALL BIDS BASED ON THE RECOMMENDATION OF THE AUDITOR, THAT THE ACQUISITION BE POSTPONED UNTIL JULY BECAUSE OF HIS ALLOWABLE DEPT.  
ALL VOTING YES.

**NEW BUSINESS**

5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE MINUTES OF REGULAR MEETING ON APRIL 25, 2006.  
ALL VOTING YES.
  
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE TEXAS HOMELAND SECURITY REGIONAL EMERGENCY RESPONSE PLAN FOR THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS DISTRICT.  
ALL VOTING YES. (SEE ATTACHED)
  
8. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO RATIFY THE 1<sup>st</sup> QUARTER SUBMISSION TO STATE COMPTROLLER FOR REIMBURSEMENT OF JUROR PAYMENTS AND APPOINT KATHY CLIFTON, DISTRICT CLERK AS THE COUNTY OFFICIAL AUTHORIZED TO SUBMIT QUARTERLY CLAIMS PURSUANT TO SECTION 61.0015 (B) OF THE GOVERNMENT CODE.  
ALL VOTING YES. (SEE ATTACHED)
  
9. **TAX FORECLOSURE PROPERTIES:**
  - A. **PRECINCT #1**

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFERS TO PURCHASE FROM THE FOLLOWING INDIVIDUALS;  
**LOTS 20 & 21, BLOCK A, FOREST SPRINGS #2**, FOR \$1,650.00 FROM MICHAEL BYRD, AS DESCRIBED IN CAUSE #T00-056, ACCT.NOS. F0500023800 & F0500023900;  
**LOTS 2& 3, BLOCK A, FOREST SPRINGS #2**, FOR \$1,650.00 FROM MICHAEL BYRD, AS DESCRIBED IN CAUSE #T00-057, ACCT.NOS. F0500022800 & F0500022900;  
**LOT 59, SHELTER COVE #1**, FOR \$1,575.00 FROM PAUL KACHOUROFF, AS DESCRIBED IN CAUSE #96-034, ACCT. #S1100005500;  
**LOT 34, BLOCK 4, SHELTER COVE #5**, FOR \$1,727.00 FROM PAUL KACHOUROFF, AS DESCRIBED IN CAUSE #96-021, ACCT. #S1100057200; AND  
**LOT 5, BLOCK 4, SHELTER COVE #5**, FOR \$1,480.00 FROM PAUL KACHOUROFF, AS DESCRIBED IN CAUSE #94-147, ACCT. #S1100054300.  
ALL VOTING YES.
  
  - B. **PRECINCT #3**

MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO ACCEPT OFFER TO PURCHASE **TRACT #55D, IN THE J.J. MAYS SURVEY, ABSTRACT 426**, FOR \$1,200.00 FROM PAT ROACH, AS DESCRIBED IN CAUSE #T03-100, ACCT.NO.10426006204.  
ALL VOTING YES.
  
10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE TO THREE NEW ¾ TON TRUCKS FOR ROAD & BRIDGE, PRECINCT #1.  
ALL VOTING YES.
  
11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID #2006-11 TO HENDRIX MACHINERY FOR \$19,000.000 FOR THE PURCHASE OF ONE (1) USED 11-WHEEL PNEUMATIC DIESEL POWER ROLLER, FOR PRECINCT #1.  
ALL VOTING YES.
  
12. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE PROPOSAL FROM ADAMS & FISHER FOR ARCHITECTURAL SERVICES FOR THE RENOVATION OF THE POLK COUNTY OFFICE ANNEX AT 602 E.CHURCH STREET AND ADVERTISE FOR BIDS FOR PROJECT COMPONENTS.  
ALL VOTING YES. (SEE ATTACHED)

13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE FIRST AMENDED TEXAS VINE GRANT CONTRACT FOR FY2006 WITH THE OFFICE OF THE ATTORNEY GENERAL AND RELATED SERVICE AGREEMENT WITH APPRISS, INC. FOR CRIME VICTIM INFORMATION.  
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE SHERIFF'S REQUEST FOR AMENDED LIST RELATING TO THE USE OF COUNTY INMATE LABOR FOR CIVIC PURPOSES, PURSUANT TO ARTICLE 43.10 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.  
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RECEIVE THE COUNTY TREASURER'S QUARTERLY REPORT FOR THE 2<sup>nd</sup> QUARTER (JAN, FEB, MAR) FY2006.  
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE BUDGET REVISIONS #2006-14, AS PRESENTED BY THE COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE BUDGET AMENDMENTS #2006-14 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.  
ALL VOTING YES. (SEE ATTACHED)
18. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL AND PAYMENT OF SCHEDULES OF BILLS INCLUDING ADDENDUM.  
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
04/21/06	\$ 4,803.65	ACH 702
04/21/06	\$ 37,562.90	ACH 703
04/21/06	\$ 8,784.66	ACH 704
04/21/06	\$ 25,167.26	ACH 705
04/21/06	\$ 223,236.98	ACH 706
04/21/06	\$ 3,022.91	ACH 707
04/21/06	\$ 364.06	ACH 708
04/21/06	\$ 83,256.79	ACH 709
04/21/06	\$ 4,603.52	198548 – 198555
04/27/06	\$ 316,581.72	198556 – 198575
04/28/06	\$ 125.36	ACH 710
04/28/06	\$ 29.32	ACH 711
04/28/06	\$ 111.59	ACH 712
04/28/06	\$ 751.31	ACH 713
04/28/06	\$ 166,137.65	ACH 714
04/28/06	\$ 142.25	ACH 715
04/28/06	\$ 373,960.78	198576 – 198587
05/01/06	\$ 135,257.07	198588 – 198592
05/01/06	\$ 16,098.94	198593 – 198624
05/02/06	\$ 5,257.21	198625 – 198648
05/03/06	\$ 141,776.85	198649 – 198798
05/03/06	\$ 15,479.19	198799 - 198821
05/09/06	\$ 8,901.00	ADDENDUM (To appear on future schedule of bills)
<b>TOTAL</b>	<b>\$1,571,412.97</b>	

19. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE PERSONNEL ACTION FORMS, REVISED LIST.  
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE BUDGET AMENDMENTS FOR ROAD AND BRIDGE FUND & LATERAL ROAD FUND PRECINCT CARRY-OVERS OF REMAINING EXPENDITURES FROM FISCAL YEAR ENDING SEPTEMBER 30, 2005, AS DETERMINED BY THE COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)
21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO TABLE ITEM #21 "CONSIDER RATIFICATION OF LEASE FOR OFFICE SPACE AT 512 W.CHURCH ST, PREVIOUSLY APPROVED ON MARCH 28, 2006."  
ALL VOTING YES.
22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE APPOINTMENT AND BOND OF JERRY GRISSOM AS RESERVE DEPUTY CONSTABLE FOR PRECINCT #4.  
ALL VOTING YES. (SEE ATTACHED)
23. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR THE HOUSING OF INMATES AT THE IAH DETENTION FACILITY.  
ALL VOTING YES. (SEE ATTACHED)
24. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE PROPOSAL FROM RESTORATION & ENVIRONMENTAL SERVICES FOR MOLD REMEDIATION IN COURTHOUSE BASEMENT (Probation Dept. Offices) IN THE AMOUNT OF \$13,900.00 AND OTHER NECESSARY REPAIRS/REPLACEMENT OF THE AREA.  
ALL VOTING YES.

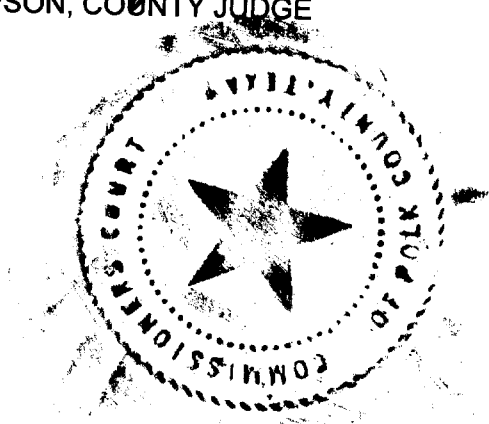
**ADJOURN:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 9<sup>th</sup> DAY OF MAY, 2006 AT 10:48 A.M.  
ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2006\MAY 9.2006.wpd





#6

RESOLUTION  
of the  
POLK COUNTY COMMISSIONERS COURT

Recognizing the Service of  
*Glenn Clark*

WHEREAS, Glenn Clark was appointed to the position of Polk County Veterans Service Officer in October, 1994, where he served until his retirement on April 30, 2006; and

WHEREAS, throughout his employment, Glenn has provided the benefit of his skill, knowledge and loyal service to the office in which he served and to the Veterans of Polk County and their families; and

WHEREAS, Glenn has faithfully administered his duties and responsibilities while dedicating himself to improving the lives of Polk County Veterans and to obtaining the maximum benefits allowable for the men and women who have given of themselves in order to defend the freedoms of others; and

WHEREAS, upon his retirement, The Commissioners Court of Polk County wishes to recognize the exemplary service and contribution that Glenn Clark has made during his employment with Polk County;

NOW, THEREFORE, BE IT RESOLVED,

that this Resolution be entered into the official record of the Court, recognizing the quality of public service given by Glenn Clark to the Employees, Officials, Citizens and - especially - to the Veterans of Polk County, Texas and offering the sincere appreciation and gratitude of this Commissioners Court.

SIGNED AND ENTERED, this the 9th day of May, 2006.



\_\_\_\_\_  
John P. Thompson, County Judge

\_\_\_\_\_  
Bob Willis, Commissioner Pct. 1

\_\_\_\_\_  
Ronnie Vincent, Commissioner Pct. 2

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

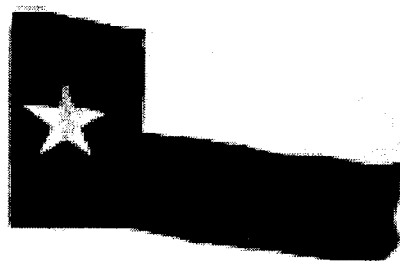
Attest;

\_\_\_\_\_  
Barbara Middleton, County Clerk

\_\_\_\_\_  
Tommy Overstreet, Commissioner Pct. 4



#7



**Texas  
Homeland  
Security  
Regional  
Response  
Plan**

**For**

**Deep East Texas  
Council of Governments**

## APPROVAL AND IMPLEMENTATION

This plan applies to all Counties, Cities, and departments with assigned emergency responsibilities, as described in this plan, for the geographical area defined as the **Deep East Texas Council of Governments**.

**THIS PLAN IS HEREBY APPROVED FOR IMPLEMENTATION AND SUPERSEDES ALL PREVIOUS EDITIONS.**

Pursuant to The Texas Disaster Act of 1975, Government Code §§ 418.042, 418.043(13), and 418.173(a), failure to comply with this plan or a rule, order, or ordinance adopted under this plan is an offense punishable, for each transaction, by penalty of a fine up to \$1,000.00 or confinement in jail for a term not exceeding 180 days.

COPY

Polk County Signature Page

ATTESTED:

*John P. Thompson*  
Polk County Judge

*Barbara Middleton*  
Polk County Clerk

\_\_\_\_\_  
Mayor City of Livingston

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor City of Corrigan

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City Secretary

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Mayor City of Goodrich

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City Secretary

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Mayor City of Onalaska

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City Secretary

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Mayor City of Seven Oaks

\_\_\_\_\_  
City Secretary

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For The Deep East Texas Council of Governments

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## EXPLANATION OF TERMS

### A. Acronyms

<b>CBRNE</b>	Chemical, Biological, Radiological, Nuclear, Explosive
<b>COG</b>	Council of Governments
<b>DDC</b>	Disaster District Committee
<b>EMC</b>	Emergency Management Coordinator
<b>EOC</b>	Emergency Operations Center
<b>ETA</b>	Estimated Time of Arrival
<b>GDEM</b>	Governor's Division of Emergency Management
<b>IAW</b>	In Accordance With
<b>ICS</b>	Incident Command System
<b>LOC</b>	Lines of Communication
<b>MAA</b>	Mutual Aid Agreement
<b>MOU</b>	Memorandum of Understanding
<b>NIMS</b>	National Incident Management System
<b>NRP</b>	National Response Plan
<b>POC</b>	Point of Contact
<b>RRP</b>	Regional Response Plan
<b>RPWG</b>	Regional Planning Working Group
<b>RRCC</b>	Regional Response Coordinating Committee
<b>RUC</b>	Regional Unified Command
<b>SNS</b>	Strategic National Stockpile
<b>SOC</b>	State Operations Center
<b>SOG</b>	Standard Operating Guideline
<b>SOP</b>	Standard Operating Procedure
<b>TBD</b>	To Be Determined
<b>TCL</b>	Target Capabilities List
<b>TRRN</b>	Texas Regional Response Network
<b>UTL</b>	Universal Task List
<b>WMD</b>	Weapons of Mass Destruction

B. Definitions

1. Critical Infrastructure

Critical Infrastructure consists of public or private assets, systems, and functions vital to the security, governance, public health and safety, economy, or morale of the State or the Nation.

2. Disaster District

A Disaster District is a regional state emergency management organization mandated by the Executive Order of the Governor relating to Emergency Management, whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.

3. Disaster District Committee (DDC)

The DDC consists of a Chairperson, (the local Highway Patrol captain or command lieutenant,) and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

4. Emergency Operations Center (EOC)

The EOC consists of specially equipped facilities from which government officials exercise direction and control, and coordinate necessary resources in an emergency situation.

5. Emergency Situations

As used in this plan, the term "emergency situations" is intended to describe a range of occurrences, from a minor incident to a catastrophic disaster. It includes the following:

a. Incident

An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

- 1) Involves a limited area and/or population.
- 2) Requires limited evacuation or in-place sheltering, usually within the immediate area of the incident.
- 3) Requires warning and public instructions only for the immediate area, not community-wide.
- 4) Requires a response normally by only one or two local response agencies or departments, acting under an incident commander. Requests for resource support are normally handled through agency and/or departmental channels.



- 5) May require some limited external assistance from other local response agencies or contractors.
- 6) Incidents include the full range of occurrences that require an emergency response to protect life or property.

b. Emergency

An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

- 1) Involves a large area, significant population, or important facilities.
- 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- 3) May require community-wide warning and public instructions.
- 4) Requires a sizable multi-agency response operating under an incident commander.
- 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
- 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

c. Disaster

A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

- 1) Involves a large area, a sizable population, and/or important facilities.
- 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- 3) Requires community-wide warning and public instructions.
- 4) Requires a response by all local response agencies operating under one or more incident commanders.
- 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
- 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.

d. Catastrophic Incident

The term “catastrophic incident” is used to describe any natural or man-made occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, morale, and/or government functions.

6. Hazard Analysis

A hazard analysis is a document that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

7. Hazardous Material (Hazmat)

A hazardous material is a substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. It can be toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. It includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

8. Mutual Aid Agreement (MAA)

Inter-local agreements are arrangements made between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation.

9. Mission Areas

The mission areas, as addressed by the NRP, provide guidance for developing emergency response plans, for all levels, including the regional and local levels. The four mission areas are Prevent, Protect, Respond, and Recover.

a. Prevent

Prevention activities are actions taken to avoid an incident or to intervene to stop an incident from occurring. These actions are taken to protect lives and property. Prevention involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

b. Protect

Protection activities are actions taken to reduce the likelihood of attack or damage to, systems or key infrastructure and those that limit the impact should an attack occur. The main objectives are to identify and protect critical infrastructure and key assets while augmenting defenses. Activities under this mission range from collecting information on the universe of assets, assessing vulnerability and consequences to determine risk, prioritizing assets based on risk, and developing protective or defensive actions such as guarding, monitoring, or fortifying assets or safeguarding public health.

c. Respond

Response activities include immediate actions to preserve life, property, and the environment. These actions would encompass and address such issues as: Meeting basic human needs; immediate law enforcement, fire, ambulance, and emergency medical service actions; emergency flood fighting; evacuations; transportation system detours; emergency public information; actions taken to minimize additional damage; urban search and rescue; the establishment of facilities for mass care; the provision of public health and medical services, food, ice, water, and other emergency essentials; debris clearance; the emergency restoration of critical infrastructure; control, containment, and removal of environmental contamination; and protection of responder health and safety.

d. Recover

Recovery activities support the development, coordination, and execution of service and site plans for impacted communities and the reconstitution of government operations. These activities are supported through individual, private-sector, nongovernmental, COG programs (Disaster Relief Centers) and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

10. Public Information

Public information is information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.

11. Region

For the purposes of this plan, the Region refers to a geographical area, and its associated jurisdictions, that lie within the defined Deep East Texas Council of Governments boundaries. Though the Council of Governments (COG) provides the basis for determining the region as an entity, it does not play a direct role in determining the region's response capabilities or participating in an actual response.

12. Regional Planning Working Group (RPWG)

The purpose of the RPWG is to develop the regional response plan and determine the process for maintaining the plan and any accompanying regional planning efforts. The RPWG is a task oriented group that includes key stakeholder and emergency responders, emergency management, private, non-governmental, volunteer organizations, health agencies, governmental, and other responder groups in the region.

13. Regional Response

The term "regional response" refers to, "an overwhelming response to a catastrophic incident that provides deployment of regional resources prior to state or federal assistance." The regional response will enlist all available capacities and capabilities.

14. Regional Response Coordinating Committee (RRC)

The RRCC is a regional organization whose main goal is to facilitate an overwhelming response to any catastrophic incident that occurs within the region. The RRCC will function in accordance with NIMS and ICS principles. It will serve as a resource clearing house for regional resources in support of Incident Command Posts and EOCs.

15. Stafford Act

The *Robert T. Stafford Disaster Relief and Emergency Assistance Act* authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

16. Standard Operating Procedure (SOP) / Standard Operating Guideline (SOG)

An SOP is an approved method for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. An SOP may also be referred to as a Standard Operating Guideline (SOG).

17. Texas Regional Response Network (TRRN)

The TRRN is a comprehensive data base of resources located throughout the state that will be used in the event of a catastrophic incident. TRRN resources are listed by COG region. The TRRN database is maintained by the Texas Forest Service.

**Deep East Texas Council of Governments**  
**REGIONAL RESPONSE PLAN**

I. AUTHORITY
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**A. Federal**

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.
2. The National Strategy for Homeland Security, July 16, 2002.
3. Emergency Management and Assistance, Code of Federal Regulations (CFR) 44.
4. Price-Anderson Amendments Act of 1988, Public Law 100-408, as amended.
5. Homeland Security Presidential Directive 3, Homeland Security Advisory System.
6. Homeland Security Presidential Directive 5: Management of Domestic Incidents.
7. Homeland Security Presidential Directive 8: National Preparedness.
8. Homeland Security Presidential Directive 9: Defense of United States Agriculture and Food.
9. National Response Plan (NRP).
10. National Incident Management System (NIMS).

**B. State**

1. Executive Order of the Governor relating to Emergency Management and Homeland Security.
2. Chapter 418 (Emergency Management), Government Code.
3. Chapter 421 (Homeland Security), Government Code.
4. Chapter 433 (State of Emergency), Government Code.
5. Chapter 791 (Inter-local Cooperation Contracts), Government Code.
6. The Texas Homeland Security Strategic Plan, Parts I and II, November 1, 2005.

**C. Regional**

1. **Mutual Aid Agreement for Regional Councils of Government**
2. **Deep East Texas Councils of Government Immediate Interoperability Communications Plan**

D. Local

1. Local Emergency Management Plans.
2. Regional Mutual Aid Agreements.

II. PURPOSE AND RELATIONSHIP

A. Purpose of this Plan

The purpose of the Deep East Texas Council of Governments Regional Response Plan (RRP) is to provide guidelines, establish protocols, develop operational concepts, identify tasks, list responsibilities, and provide logistical support in efficient and effective manner necessary to provide an overwhelming regional response in support of a catastrophic incident that exceeds the capabilities of local jurisdiction(s).

This plan applies to all jurisdictions located within the Deep East Texas Council of Governments. It is intended to provide a framework for the region in its effort to prevent, protect, respond and recover from any catastrophic incident. This plan allows for flexibility of any methods, operations, or actions needed to facilitate the efforts of the local governments in accomplishing regional response objectives.

In order to enable a regional response capability, jurisdictions in the region will form a Regional Response coordinating Committee (RRCC). The goal of the RRCC is to provide an overwhelming response to any catastrophic incident that occurs within the region. This response would occur in advance of state or federal assistance. The response will optimize each jurisdiction's resource capabilities.

B. Relationship to Other Planning Documents

1. **Relationship to Homeland Security Strategies**

This plan is aligned with and supports the intent of the general homeland security strategy for the State established by the Governor in the *Texas Homeland Security Strategic Plan*. This plan mirrors the guidelines and goals of Part II of the Texas Homeland Security Strategic Plan.

2. **Relationship to Local Emergency Management Plans**

This plan complements existing local emergency management plans which provide guidance for the deployment of local emergency and mutual aid resources. This plan will supplement local emergency management plans by utilizing existing regional resources prior to requesting state resources.

3. **Relationship to Regional Response Plans or Strategies**

This plan does not replace any existing Regional Plans, Mutual Aid Agreements or strategies. Rather, it incorporates those existing plans, agreements and strategies in the RRCC's efforts to provide a timely, effective overwhelming regional response to a catastrophic event. Also, this plan does not preclude the use or activation of any

existing plans or agreements that an individual county may have with an entity that is outside the boundaries of the DETCOG. Existing plans impacting this document are included in Attachment A, References.

### III. SITUATION AND ASSUMPTIONS

#### C. Situation

1. The Deep East Texas Council of Governments is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public and/or private property. Major hazards potentially affecting this region is provided in Attachment C, Hazard Matrix.
2. This plan takes an "all hazards" approach to emergency response planning, as many of the threats facing the Deep East Texas Council of Governments region have the potential to cause catastrophic damage, mass casualties, and mass fatalities. The scope of this plan is limited to those critical hazards with the most significant risk as identified by the RPWG.
3. Threats such as terrorism or other disasters do not recognize jurisdictional boundaries. A catastrophic incident could quickly overwhelm affected local governments and rapidly deplete local resources. It is important that local governments be prepared to operate effectively and continuously while maintaining uninterrupted direction and control capabilities.
4. Local governments have a wide variety of emergency response resources at their disposal. This plan will strive to identify, promote and expand the employment of existing capabilities and resources through capability assessments and regional mutual aid agreements.
5. There has been a concentrated effort since September 11, 2001 to increase the capabilities of jurisdictions to respond to WMD/Terrorist incidents. Texas has followed the National Response Plan and has taken an all hazards approach to homeland security grant funding. This effort has resulted in the increase of jurisdictional capacities in all types of resources. This plan will provide a means to coordinate those capacity and capability increases into a regional coordinated effort response to a catastrophic incident.

#### D. Assumptions

1. The Deep East Texas Council of Governments will continue to experience emergency situations and disasters that may cause death, injury, and damage, or may necessitate evacuation and sheltering of the public at risk.
2. It is possible for a disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness

measures may be possible. However, some emergency situations occur with little or no warning.

3. The occurrence of a catastrophic incident could cause such widespread damage to infrastructure that existing emergency response capabilities of local governments are curtailed or are otherwise inadequate to meet the needs of the situation. Such an incident could result in governments being victims of the incident and therefore unable to adequately provide for the safety and welfare of the general public.
4. Outside assistance will be available in most emergency situations. Since it takes time to receive external assistance, it is essential for this region to be prepared to independently initiate and sustain emergency response operations.
5. The Texas Regional Response Network (TRRN) will be used as the single resource listing for regional response assets. This allows for State visibility of regional resources available or committed during a response.
6. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve this region's readiness to deal with emergency situations.

## IV. CONCEPT OF OPERATIONS

### A. General

1. This document consists of the basic plan and attachments which combined provide general guidance and delineate responsibilities for the response of regional resources during a catastrophic incident in the region. Specific information is provided in the attachments and incorporates existing agreements for the sharing of regional resources to support regional emergency operations.
2. This plan will follow the guidance presented within the National Response plan (NRP) and the National Incident Management System (NIMS). This is a capabilities based plan under the NRP.
3. The RPWG consists of key stakeholders; emergency responders and emergency managers; private, non-governmental and volunteer organizations; and health agencies, governmental and other responder groups in the region. The RPWG develops the regional response plan and determines the process for developing the plan and all other complimentary and related planning efforts. In addition to identifying resources, the RPWG will develop the standard operating procedures for the RRCC.
4. The Regional Resources Coordinating Committee assists jurisdictions in their efforts to coordinate, plan, and interact effectively in the event of a catastrophic incident affecting the region. The RRCC is established to support an overwhelming response



to a catastrophic incident within the region. The RRCC concept is intended to be engaged after an affected jurisdiction (s) has utilized or anticipates utilizing its' own resources while responding to the catastrophic incident.

## B. Planning

### 1. Regional Emergency Management

- a. Regional emergency management involves a cycle of activities conducted by each level of government within the region before, during, and after a catastrophic incident. Each mission area is further developed and resources identified to provide support in Attachment D (Capability Matrix). Shortfalls and limitations will be addressed by the RPWG for correction as quickly as possible.
- b. Emergency management within this region will consist of phased, coordinated and mutually supported actions by governments at all levels within the region. Utilizing a consolidated and comprehensive approach, this region will focus its capabilities to ensure that overwhelming and timely support is provided to any catastrophic incident.

### 2. Comprehensive Resource Planning Procedures

- a. Comprehensive resource planning is the region-wide coordination and oversight of tools, processes, and systems that provides incident managers with the ability to direct an overwhelming response of timely and appropriate resources during an incident. Resources are defined as personnel, established teams, equipment, supplies, and facilities available for assignment to incident operations and for which an availability status is maintained.
- b. Comprehensive resource planning should include public sector resources and those private sector resources that can be reasonably expected to be made available, either on a voluntary or paid basis. This includes the resources of industry and volunteer organizations, quasi-public resources, and donations.
- c. Predetermined response resources within this region will be considered available for the support of all jurisdictions within the region. A resource list is maintained in TRRN.
- d. Comprehensive resource planning will also include operational guidelines for receiving, distributing, and dispensing medications and related supplies from the Strategic National Stockpile (SNS). Procedures to follow, should the SNS be deployed to Deep East Texas due to a bioterrorism event or other public health emergency, including a natural disaster, are in the **Regional DSHS SNS plan** summarized in Attachment L.

## C. Operations

### 1. Readiness and Response Levels

- a. Emergency situations occur on a daily basis throughout the region; local responder agencies/organizations such as fire departments and emergency

medical services routinely respond to them. Local responders handle the vast majority of emergency situations without external assistance. However, those potential or actual emergency situations that produce a severe or widespread impact may create a need for regional assistance.

- b. The Deep East Texas Council of Governments will adopt the State's four-tiered readiness and response level scheme which increases the intensity of preparedness and response activities to match the intensity of a potential threat or the impact of actual events. As the intensity of threats or impacts increases, emergency facilities are activated or increase their operations tempo: staffing and equipment readiness is increased and additional resources are alerted, mobilized, deployed, and employed. Readiness and response level details are provided in the *Texas Homeland Security Plan*, Part II. Their impact on region readiness can be summarized as follows:

- 1) Normal Conditions (Readiness & Response Level IV)

During Normal Conditions there is no effect on regional operations. Local responders generally resolve emergency incidents. Additional assistance, if needed, is requested from adjacent jurisdictions or responder organizations in accordance with established mutual aid agreements (MAAs). Normal operations of local government have not been affected.

- 2) Increased Readiness (Readiness & Response Level III)

During Increased Readiness local responders generally resolve routine emergency incidents. However, a higher than normal level of readiness is warranted because of increased vulnerability to a specific hazard, such as an approaching severe storm or extreme wildfire threat. Key RPWG and RRCC personnel are alerted. Normally the RRCC will not be activated, but it should be on stand-by for activation.

- 3) Escalated Response (Readiness & Response Level II)

During Escalated Response, the scope of the emergency situation has expanded beyond that which can be handled by local responder agencies, and additional resources are anticipated to support the situation. The RRCC is activated and operational within 4 hours of alert, directing appropriate resources in support of the incident.

- 4) Emergency Conditions (Readiness & Response Level I)

During Emergency Conditions, the scope of the emergency has expanded to the point that emergency response and recovery resources within the affected jurisdictions have been committed. The RRCC is responsible for managing the utilization of regional resources. The SOC and appropriate Disaster District EOCs are activated and will remain operational on a continuing basis for as long as needed.

## 2. Roles and Responsibilities

- a. The RRCC functions in accordance with established ICS principles. The principal roles and responsibilities of the RRCC include:

- 1) Ensuring that each agency involved in incident management activities is providing appropriate situational awareness and resource status information;
  - 2) Establishing priorities between incidents and/or Area Commands in concert with the IC or UC(s) involved;
  - 3) Acquiring and allocating resources required by incident management personnel in concert with the priorities established by the IC or UC;
  - 4) Anticipating and identifying future resource requirements;
  - 5) Coordinating and resolving policy issues arising from the incident(s); and
  - 6) Providing strategic coordination as required.
- b. The RRCC concept is intended to be engaged after affected jurisdictions in the region have utilized their existing resources or as they anticipate their resources will be exhausted before the incident is finalized. Once emergency responders anticipate or deplete all available resources, they request support through the appropriate Emergency Operations Center (EOC). The EOC will then forward the request to the RRC which has visibility of all regional resources. The RRCC will facilitate the tracking of resources from initial request, staging, movement to the incident, and redeployment to parent jurisdictions after the incident is mitigated. Direct tactical and operational responsibility for conducting incident management activities rests with the Incident Command.
- c. To accomplish this, the RRCC will be organized as described in Attachment G (RRCC Organization and Operations) and paragraph VI of this document.

### 3. Procedures

- a. The RRCC mission is to facilitate jurisdictions in their efforts to coordinate, plan, and interact effectively in the event of a catastrophic incident affecting the region. Working with affected jurisdictions the RRCC sets overall operational priorities, allocates critical resources (personnel, equipment, supplies, services, and facilities) according to these priorities, and ensures objectives are met in a timely manner.
- 1) The RRCC functions IAW established ICS principles.
  - 2) The RRCC will assist in the transition to full recovery operations, and provides personnel and resource accountability.
  - 3) Resources will be requested by the appropriate EOC using the format provided in Appendix 3 (Forms) to Attachment G (RRCC Organization and Operations).
  - 4) Jurisdictions providing resource support will inform the RUC on resource estimated times of arrival (ETA) to the predetermined response area. The RRCC will maintain contact with the appropriate EOC and validate resource arrival and when completed, it's release and return to the parent jurisdiction. This information will also be provided back to the appropriate resource manager in a timely fashion.

- 5) Private organizations and non-governmental organizations that own or can provide regional resources will have a formal Memorandum of Understanding (MOU) or contract in place with the region in order to be a viable resource provider. Attachment E (Summary of Agreements and Contracts) provides a listing of all existing MAAs, MOUs, and contracts.
- b. The authority for activation of the RRCC will be IAW the procedures outlined in Attachment G (RRCC Organization and Operations). In general, activation should be considered if any of the following conditions arise:
    - 1) An alert or warning is received from a Federal, State or local government individual/agency which indicates that a threat level has increased to an Escalated Response (Level II) condition.
    - 2) An Elected Official or an EMC from a regional jurisdiction(s) indicates the emergency situation they are managing has reached a level where additional resources must be applied beyond those within their jurisdiction or beyond those already available from formal MAAs or capabilities will possibly be exhausted before the incident is finalized.
3. Situational Awareness
    - a. In the event of a catastrophic incident that exceeds, or is predicted to exceed, the capabilities of the local jurisdictions, the RRCC will activate to manage and apply regional resources towards the specific incident. To accomplish this in an effective manner, the RRCC must maintain situational awareness of both the incident and the ongoing efforts of the affected areas, anticipating and staging resource requirements in support of the operation prior to the need reaching a critical level.
    - b. The region will maintain resource visibility by using the Texas Regional Resource Network to list all available resources, (personnel, teams, equipment, supplies, and facilities,) their level of readiness, and POC information for the resource. All jurisdictions within the region will insure that their portions of the TRRN are accurate and updated every 90 days. Additionally, during emergency operations the RRCC will maintain contact with the engaged EOC(s) and DDC (if activated) to enhance their awareness of the incidents in order to forecast requirements.
  4. Pre-positioning of Resources
    - a. Where the impact point of an impending threat is known with reasonable certainty, and precautionary deployment of resources can facilitate a rapid response, the RUC may decide to preposition resources at one or more previously identified staging areas.
    - b. Pre-deployment and pre-positioning of resources generally involves a significant cost to the associated jurisdictions. The benefits of pre-positioning resources should be carefully weighed against the cost.

## V. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### A. Organization

#### 1. Regional Planning Working Group (RPWG)

The Regional Planning Working Group is a planning, coordination and policy recommendation body whose membership is comprised of representatives across the broad spectrum of law enforcement, emergency response, public health, education, government, business, special needs and volunteer organizations. Additionally, membership in the RPWG should be extended to organizations having a role in and/or impact on critical incident response plans.

#### 2. Regional Response Coordination Committee (RRCC)

The RRCC is organized and operated under existing ICS principles as identified in the NIMS. The RRCC will be organized IAW attachment (G). Personnel assigned to the RRCC should possess the appropriate background and qualifications required for their assigned position. The RUC will use the Unified Command concept.

#### 3. DETCOG Emergency Preparedness Personnel

The DETCOG has an Emergency Preparedness Director and Emergency Preparedness Planner whose focus includes coordination, planning, training and exercises related to emergency preparedness.

### B. Assignment of Responsibilities

#### 1. The RPWG will:

- a. Determine the organizational manning for the RRCC to include the coordination for training and annual exercises.
- b. Identify and solicit representation from jurisdictions and organizations in the region to staff the membership of the RPWG and the RRCC.
- c. Plan, coordinate, and develop a feasible and acceptable regional response plan that provides an overwhelming response to catastrophic incidents, to include regional hazard and capabilities assessments.
- d. Use and maintain the TRRN comprehensive equipment and personnel resource database within their region for disaster response and mitigation.
- e. Develop overarching MAAs and MOUs to mitigate regional asset shortfalls.
- f. Plan, coordinate, and graphically depict multiple **RRCC** locations and points of distribution within their region to support emergency management operations.

- g. Identify non-governmental and private organizations in the region that could provide support for this plan.
2. The RRCC will:
- a. Call for and monitor the deployment and redeployment of regional assets in support of emergency operations.
  - b. Maintain situational awareness of resources and incident management.
  - c. Be prepared to conduct and sustain 24/7 operations.
  - d. Prioritize resource allocation.
  - e. Deploy to a designated site within 4 hours of notification of activation.
  - f. Develop and approve all information released from the RRC
3. DETCOG Emergency Preparedness Personnel will :
- a. Maintain the RRCC Plan and document, record and gather approval signatures on all plan changes, modifications and additions.
  - b. Document proxy arrangements when a single member represents multiple jurisdictions

<b>VI. DIRECTION AND CONTROL</b>
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**A. General**

- 1. To facilitate an overwhelming regional response for an all hazard incident(s), jurisdictions in the region will form the RRCC. Since all emergencies are initially local emergencies, the RRCC will bring resources from the surrounding area or region to bear on the incident, rather than wait for state and federal assets.
- 2. Once local jurisdictions anticipate or deplete all available resources, they will request support through the appropriate EOC who in turn, will forward the request to the RRCC who has visibility of all regional resources and capabilities. The RRCC will control and track these resources from deployment, staging area, movement to the incident, and redeployment to parent jurisdiction after the incident is mitigated.
- 3. The regional approach is not intended to sequentially exhaust all assets prior to requesting support from the next higher level of government. Instead, the intent is to anticipate resource requirements in order to provide overwhelming support in a timely manner.

**B. Continuity of Operations / Continuity of Government**

1. The RRCC supports local city and county governments in their efforts to sustain and/or re-establish the continuity of government in a disaster situation. The RRCC is organized for continuity of operations with redundant communications and alternate operating sites to allow it to operate 24/7 for 30-60 days. The RRCC is prepared to support emergency operations during any of the emergency operations phases (prevention, preparedness, response, or recovery) and provides emergency support to:
  - Ensure continuous performance of essential government functions
  - Protect critical infrastructure and vital records
  - Mitigate disruptions to critical operations—public safety and life saving
  - Achieve timely re-entry and recovery from a disaster
2. While the RRCC offers jurisdictions any additional support necessary to maintain critical governmental activities, the burden of planning for continuity of government still rests with the local jurisdictions. All jurisdictional emergency response plans in this region should address potential successions and/or additional resources required to maintain continuity of government. These plans should be made available to the RUC in order to anticipate any potential needs in resource planning.

## VII. ADMINISTRATION AND SUPPORT

### A. Agreements and Contracts

Mutual Aid Agreements (MAAs) are critical to the effectiveness of this regional plan. Local governments are encouraged to enter into regional MAAs. To the extent possible these mutual aid agreements should be activated for response to a widespread or catastrophic incident in this region.

A listing of formal MAAs between jurisdictions can be found in Attachment E (Summary of Agreements and Contracts).

### B. Records

#### 1. Activity Logs

The RRCC shall maintain accurate logs recording significant operational activities, the commitment of resources, and other information relating to emergency response and recovery operations.

#### 2. Documentation of Costs

Expenses incurred in carrying out emergency response operations may be reimbursable. Hence, all departments and agencies will maintain records of personnel and equipment used and supplies consumed during large-scale emergency operations.

### C. Post-Incident and Exercise Review

1. The RPWG of an affected jurisdiction is responsible for organizing and conducting a critique following an incident or exercise.
2. This plan will be exercised every three years as a functional or full scale exercise in conjunction with a state exercise. If possible and feasible, a regional table top exercise should be executed prior to undergoing a functional or full scale exercise.

## VIII. PLAN DEVELOPMENT AND MAINTENANCE

### A. Plan Development and Maintenance

1. The RPWG is responsible for the development, approval and promulgation of this plan.
2. The DETCOG Emergency Preparedness Director is responsible for the maintenance of this plan.

### B. Distribution of Planning Documents

1. In general, electronic or hard copies of plans should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Electronic or hard copies should also be made available for the EOC and other emergency facilities.
2. The Plan includes a distribution list (Attachment B (Distribution)) that indicates who receives electronic or hard copies of the basic plan. In general, individuals who receive attachments to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts.

### C. Review

The Plan shall be reviewed annually by the DETCOG Director of Emergency Preparedness.

### D. Update

This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.

This plan will be revised or updated by a formal change at least every five years. Responsibility for revising or updating the plan is assigned to DETCOG Director of Emergency Preparedness. The methods of updating planning documents will follow guidance in Chapter 3 of the *Governor's Division of Emergency Management (GDEM) Local Emergency Management Planning Guide (DEM-10)*.

Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.



§418.043(4) of the Government Code provide that GDEM shall review local emergency management plans. The process for submitting new or updated planning documents to GDEM is described in Chapter 6 of the DEM-10. The DETCOG Director of Emergency Preparedness is responsible for submitting copies of planning documents to our GDEM Regional Liaison Officer for review.

IX. ATTACHMENTS
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Attachment A: References

Attachment B: Distribution List

Attachment C: Hazard Matrix

Attachment D: Capability Matrix

Attachment E: Summary of Agreements & Contracts (To Be Developed)

Attachment F: Resource Shortfall List (To Be Developed)

Attachment G: Regional Response Coordination Committee (Organization and Operations)

Attachment H: Regional Communications

Attachment I: Evacuation (To be Developed)

Attachment J: Continuity of Operations

Attachment K: Shelter & Mass Care (To Be Developed)

Attachment L: Regional SNS Summary

## Attachment A (References) to Deep East Texas Regional Response Plan

1. National Response Plan (NRP)
2. National Incident Management System (NIMS)
3. Statement of Requirements for Public Safety Wireless Communications & Interoperability, The SAFECOM Program, Version 1.0. Department of Homeland Security. March 10.  
[http://www.safecomprogram.gov/files/PSCI\\_Statement\\_of\\_Requirements\\_v1\\_0.pdf](http://www.safecomprogram.gov/files/PSCI_Statement_of_Requirements_v1_0.pdf)
4. Telecommunications. Washington Military Department, Emergency Management Division. 2004. <http://emd.wa.gov/6-rr/com/com-idx.htm>
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<http://www.nfpa.org/PDF/nfpa1600.pdf?src=nfpa>
7. Emergency Management Accreditation Program (EMAP) Standards. September 2003. <http://www.emaponline.org/index.cfm>
8. Code of Federal Regulations, Title 10; Part 835; Title 10, Volume 4, Parts 500 to end. U.S. Government Printing Office. 2001.
9. National Disaster Medical System (NDMS), Department of Homeland Security. 2004.  
<http://ndms.dhhs.gov/>
10. NFPA 1561- Standard on Emergency Services Incident Management Systems. National Fire Protection Association. 2005 Edition.  
<http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=1561>
11. Executive Order of the Governor relating to Emergency Management and Homeland Security.
12. Mutual Aid Agreements for Regional Councils of Government, State of Texas
13. Texas Department of Public Safety Disaster District 2B-Sub 2B Emergency Evacuation Traffic Management Plan
14. Deep East Texas Council of Governments Immediate Interoperability Communications Plan

## Attachment B (Distribution List) to Deep East Texas Regional Response Plan

POSITION / TITLE	JURISDICTION / AGENCY
Judge	Angelina County
Judge	Houston
Judge	Jasper County
Judge	Newton County
Judge	Sabine County
Judge	Nacogdoches County
Judge	Polk County
Judge	Trinity County
Judge	Shelby County
Judge	San Augustine County
Judge	Tyler County
Judge	San Jacinto County
Mayor	City of Diboll
Mayor	City of Hudson
Mayor	City of Huntington
Mayor	City of Lufkin
Mayor	City of Zavalla
Mayor	City of Burke
Mayor	City of Crockett
Mayor	City of Grapeland
Mayor	City of Kennard
Mayor	City of Latexo
Mayor	City of Lovelady

## Attachment B (Distribution List) to Deep East Texas Regional Response Plan

Mayor	City of Browndell
Mayor	City of Jasper
Mayor	City of Kirbyville
Mayor	City of Newton
Mayor	City of Hemphill
Mayor	City of Pineland
Mayor	City of Cushing
Mayor	City of Chireno
Mayor	City of Appleby
Mayor	City of Garrison
Mayor	City of Nacogdoches
Mayor	City of Corrigan
Mayor	City of Goodrich
Mayor	City of Livingston
Mayor	City of Onalaska
Mayor	City of Seven oaks
Mayor	City of Groveton
Mayor	City of Trinity
Mayor	City of Timpson
Mayor	City of Tenaha
Mayor	City of Joaquin
Mayor	City of Huxley

Attachment B (Distribution List) to Deep East Texas Regional Response Plan

Mayor	City of San Augustine
Mayor	City of Broaddus
Mayor	City of Center
Mayor	City of Chester
Mayor	City of Colmesneil
Mayor	City of Woodville
Mayor	City of Cold Spring
Mayor	City of Point Blank
Mayor	City of Shepherd

Attachment C (Hazard Matrix)  
Deep East Texas Regional Response Plan

Figure 1: HAZARD MATRIX

HAZARD TYPE:	FREQUENCY	WARNING TIME	SEVERITY	RISK PRIORITY
<i>Natural</i>				
EARTHQUAKE	Unlikely	Minimal	Limited	Low
FLASH FLOODING	Likely	6-12 hours	Critical	Medium
FLOODING (RIVER OR TIDAL)	Highly likely	12-24 hours	Critical	Medium
HURRICANE	Likely	24+ hours	Catastrophic	High
TORNADO	Likely	Minimal	Critical	Medium
WILDFIRE	Likely	6-12 hours	Critical	Medium
WINTER STORM	Possible	12-24 hours	Critical	Medium
<i>MAN-MADE</i>				
CHEMICAL/HAZARDOUS MATERIALS	Likely	Minimal	Critical	Medium
DAM FAILURE	Possible	6-12 hours	Catastrophic	Medium
FIRE	Highly Likely	Minimal	Limited	Medium

Attachment C (Hazard Matrix)  
Deep East Texas Regional Response Plan

NUCLEAR FACILITY INCIDENT	Unlikely	Minimal	Catastrophic	Low
<b>HAZARD TYPE:</b>	<b>FREQUENCY</b>	<b>WARNING TIME</b>	<b>SEVERITY</b>	<b>RISK PRIORITY</b>
POWER OUTAGE	Likely	Minimal	Critical	Medium
WATER SYSTEM FAILURE	Highly likely	Minimal	Critical	High
ACCIDENTS (TRANSPORTATION)	Highly likely	Minimal	Limited	Medium
CIVIL DISORDER	Possible	Minimal	Limited	Medium
EXPLOSION	Possible	Minimal	Limited	Low
WEAPONS ASSAULT	Possible	Minimal	Limited	Low
TERRORISM - CHEMICAL	Likely	Minimal	Critical	Medium
TERRORISM - BIOLOGICAL	Possible	Minimal	Critical	Medium
TERRORISM - RADIOLOGICAL	Likely	Minimal	Catastrophic	Medium
TERRORISM - NUCLEAR	Possible	Minimal	Catastrophic	Low
TERRORISM - EXPLOSIVES	Likely	Minimal	Limited	Medium



Attachment D (Capability Matrix) to Deep East Texas Regional Response Plan

The following is an overall assessment of capabilities for the Deep East Texas Region. One of three ratings is provided for each capability:

**Yes** - Sufficient resources exist to deliver most or all of the capability required region-wide to respond to the worst-case situation for the most likely hazard(s) identified for the region.

**No** - Capability sources have only marginal resources or none at all.

**Partial** - Various capability sources can deliver a moderate capability in the aggregate, but can't meet most of the demands anticipated for a region-wide application.

<b>COMMON CAPABILITIES</b>	Planning	<b>PARTIAL</b>
	Interoperable Communication and Information Management	<b>PARTIAL</b>
	Risk Management	<b>PARTIAL</b>
	Community Preparedness and Participation	<b>PARTIAL</b>
<b>PREVENT CAPABILITIES</b>	Information Collection and Threat Recognition	<b>PARTIAL</b>
	Intelligence Analysis and Production	<b>PARTIAL</b>
	Information Sharing and Collaboration	<b>PARTIAL</b>
	Law Enforcement Investigation and Operations	<b>PARTIAL</b>
	CBRNE Detection	<b>PARTIAL</b>
<b>PROTECT CAPABILITIES</b>	Critical Infrastructure Protection	<b>PARTIAL</b>
	Food and Agriculture Safety and Defense	<b>PARTIAL</b>
	Epidemiological Surveillance and Investigation	<b>PARTIAL</b>
	Public Health Lab Testing	<b>PARTIAL</b>

## Attachment D (Capability Matrix) to Deep East Texas Regional Response Plan

<b>RESPOND CAPABILITIES</b>	On-Site Incident Management	<b>PARTIAL</b>
	EOC Management	<b>PARTIAL</b>
	Logistics and Distribution	<b>PARTIAL</b>
	Volunteer Management and Donations	<b>PARTIAL</b>
	Worker Health and Safety	<b>PARTIAL</b>
	Animal Support	<b>PARTIAL</b>
	Environmental Health and Vector Control	<b>PARTIAL</b>
	Explosive Ordinance Disposal Operations	<b>PARTIAL</b>
	Firefighting Operations and Support	<b>PARTIAL</b>
	WMD/HAZMAT response	<b>PARTIAL</b>
	Citizen Protection	<b>PARTIAL</b>
	Isolation and Quarantine	<b>PARTIAL</b>
	Search and Rescue	<b>PARTIAL</b>
	Emergency Notification and Warning	<b>PARTIAL</b>
	Triage and Pre-Hospital Treatment	<b>PARTIAL</b>
	Medical Surge	<b>PARTIAL</b>
	Medical Supplies Management and Distribution	<b>PARTIAL</b>
	Mass Prophylaxis	<b>PARTIAL</b>
	Mass Care Sheltering	<b>PARTIAL</b>
	Fatality Management	<b>PARTIAL</b>

## Attachment D (Capability Matrix) to Deep East Texas Regional Response Plan

RECOVER CAPABILITIES	Structural Damage Assessment and Mitigation	PARTIAL
	Restoration of Lifelines	PARTIAL
	Economic and Community Recovery	PARTIAL

Attachment E (Summary of Agreements and Contracts) to ATCOG Regional Response Plan)

**Mutual Aid Agreements**

**DESCRIPTION:**

JURISDICTION: **Angelina County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Polk County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Houston County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

Attachment E (Summary of Agreements and Contracts) to ATCOG Regional Response Plan)

**Mutual Aid Agreements**

**DESCRIPTION:**

JURISDICTION: **Trinity County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Tyler County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **San Jacinto County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**Mutual Aid Agreements**

**DESCRIPTION:**

JURISDICTION: **Nacogdoches County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Jasper County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Sabine County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

Attachment E (Summary of Agreements and Contracts) to ATCOG Regional Response Plan)

**Mutual Aid Agreements**

**DESCRIPTION:**

JURISDICTION: **Newton County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **San Augustine County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**DESCRIPTION:**

JURISDICTION: **Shelby County and all Municipalities Within its Jurisdictional Boundaries**

SUMMARY OF PROVISIONS: JURISDICTIONS HAVE ESTABLISHED MUTUAL AID BETWEEN COUNTY AND LOCAL MUNICIPAL JURISDICTION

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGE / CITY MAYORS

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE

**Mutual Aid Agreements**

**DESCRIPTION:**

JURISDICTION: **REGIONAL MUTUAL AID AGREEMENT WITH ALL TWELVE (12) COUNTIES WITHIN THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG)**

SUMMARY OF PROVISIONS: COUNTIES HAVE ESTABLISHED MUTUAL AID AGREEMENTS BETWEEN EACH COUNTY AND THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG).

OFFICIALS AUTHORIZED TO IMPLEMENT: COUNTY JUDGES/DETCOG EXECUTIVE DIRECTOR

COSTS: ALL COSTS ASSOCIATED WITH THE PROVISION OF MUTUAL AID, SUCH AS DAMAGE TO EQUIPMENT AND CLOTHING, MEDICAL EXPENSES AND EXPENSE OF TRAVEL, FOOD, AND LODGING, SHALL BE PAID BY PARTY RENDERING AID, ALTHOUGH THE PARTY RENDERING MUTUAL AID MAY BE REIMBURSED BY THE REQUESTING PARTY FOR SUCH COSTS IF THE PARTIES IN QUESTION SO AGREE.

COPIES HELD BY: COUNTY JUDGES OFFICE AND THE DETCOG OFFICE, JASPER, TEXAS



## Attachment G (Regional Resources Coordination Committee (RRCC) Organization and Operations) to Deep East Texas Regional Response Plan

### I. GENERAL

- A. This attachment provides guidance on the operational functions and structure of the Deep East Texas Regional Resources Coordination Committee (RRCC).
- B. The purpose of the RRCC is to facilitate jurisdictions in their ability to coordinate, plan, and interact effectively in the event of a catastrophic incident affecting the region.
  1. The RRCC's goal is to provide an immediate and overwhelming response to any catastrophic incident occurring within the region. This response would be in advance of state or federal assistance, and be enacted promptly in order to meet critical timelines. Additionally, the response will make appropriate use of each jurisdiction's capabilities in order to maximize available resources.
  2. The RRCC, working with affected jurisdictions, sets overall operational priorities, allocates critical resources (personnel, equipment, supplies, services, and facilities) according to these priorities, and ensures objectives are met in a timely manner. The RRCC ensures regional recovery is coordinated to assist in the transition to full recovery operations, and provides personnel and resource accountability for regional resources. The RRCC will predetermine fixed or mobile locations for the RRCC.
  3. The RRCC's approach is not intended to exhaust all resources prior to requesting support from the next higher level of government. The intent is to anticipate resource requirements in order to provide overwhelming support in a timely manner.
- C. The RRCC will:
  1. Prioritize resource distribution in the event of a regional catastrophic incident, insuring resources are alerted, mobilized and provided to the requesting EOCs so as to provide overwhelming support to those affected areas.
  2. Maintain a listing of all Mutual Aid Agreements (MAA) within the region.
  3. Track resource status during all phases of the incident (activation, mobilization, demobilization, and return to owning jurisdiction).
  4. Coordinate additional resources as required to support a catastrophic incident and the needs of the region.

Attachment G (Regional Resources Coordination Committee (RRCC) Organization and Operations) to Deep East Texas Regional Response Plan

II. ORGANIZATION

A. To effectively accomplish its mission the RRCC will be organized IAW ICS principles as reflected in Figure G-1.

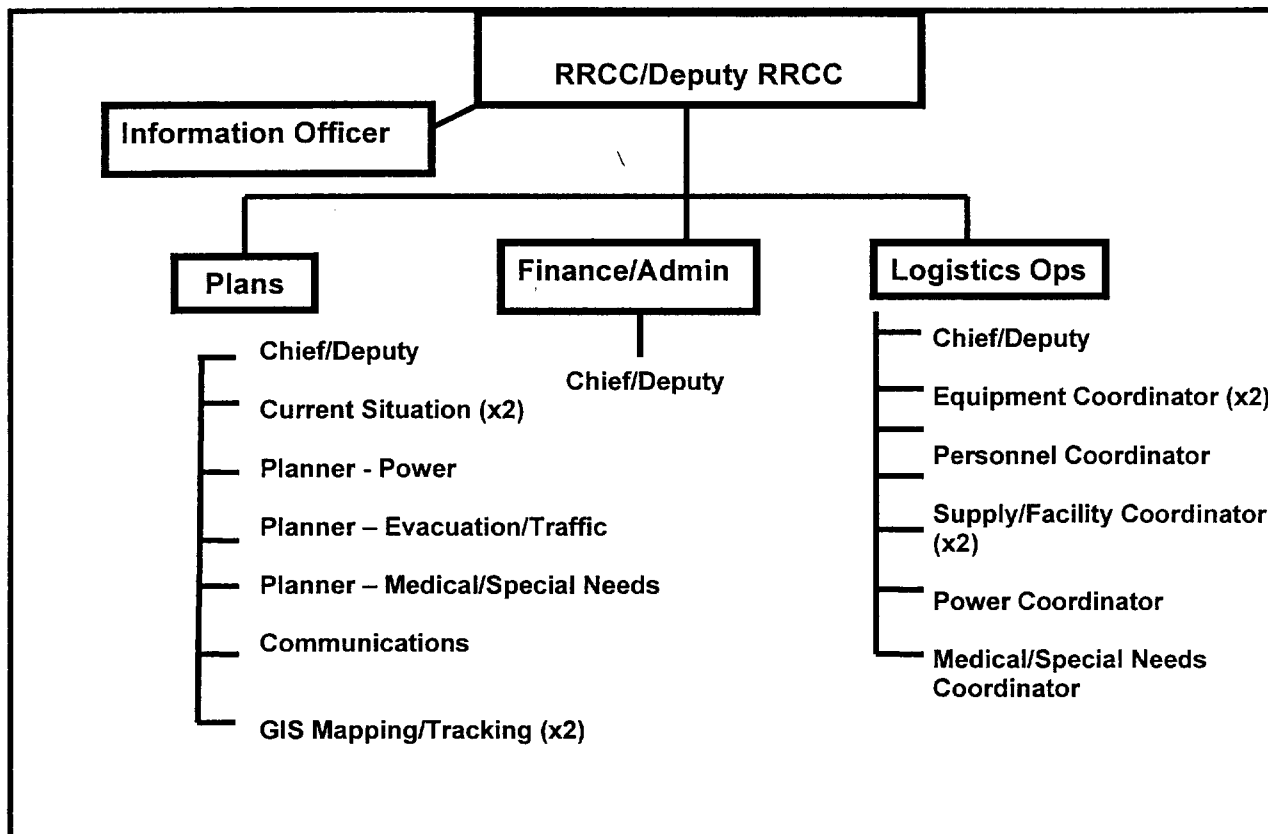


Figure 1 – RRCC Organization

B. As shown in Figure 1, the RRCC may expand as required to a maximum of twenty-two personnel per shift to operate. Personnel requirements will be met by qualified individuals provided by private sector and governmental entities. Appendix 1 to this attachment provides the RRCC contact listing.

C. Key personnel assigned to the RRCC should possess the appropriate qualifications required for their assigned position. The following job descriptions briefly outline the section and individual responsibilities but are not all inclusive. Individuals assigned to the RUC must be well versed in the ICS guidance for these positions.

1. RRCC Section. Comprised of the Coordinator, Deputy Coordinator, Information Officer and other key advisors (Legal, Safety, etc), the Command Section is responsible for the overall management and operations of the RRCC. Each mayor & county judge within the region will identify/approve the Coordinator and Deputy Coordinator, based on ESF.

Attachment G (Regional Resources Coordination Committee (RRCC)  
Organization and Operations) to Deep East Texas Regional Response  
Plan

- a. The RRCC Coordinator his/her Deputy are responsible for the following:
    - 1) The overall direction of the RRCC and coordination of resources committed in response to the incident.
    - 2) Insuring all personnel assigned to the RRCC are properly trained in their respective assignments.
    - 3) Serve as single point of contact for RRCC operations and activation.
    - 4) Insures RRCC staff functions are maintained at optimum capability
    - 5) Serves as central point for information pertaining to the resource management in support of the incident.
    - 6) To approve all information released from the RRCC
  - b. The Information Officer is required to:
    - 1) Gather pertinent information for the RRCC
    - 2) Disseminate information to stakeholders
    - 3) Visit sites as required/needed
  - c. Special Staff as required.
2. Plans Section. The Plans Section is comprised of a Chief and Deputy Chief with personnel to facilitate the following responsibilities:
- a. Maintain current status of the incident.
    - 1) Responsible for the collection, analysis and dissemination of information/intelligence on the current situation to all members of the RRCC.
    - 2) Preparation of current situation displays and situation summaries, and development of maps and projections.
  - b. Resource planning to support the incident.
    - 1) Close coordination with respective EOCs to insure proper resources are applied.
    - 2) Review and analysis of Incident Action Plans, evaluating them for resource requirements.
  - c. Preparing and archiving incident-related documentation
  - d. Technical Specialists in areas of special needs, public health, animal health, emergency power and evacuation procedures. Evaluate requirements in these areas and develop plan for resource support.

Attachment G (Regional Resources Coordination Committee (RRCC) Organization and Operations) to Deep East Texas Regional Response Plan

- e. Set up and maintenance of RRCC communications (telephone, computer, network, radio) insuring equipment is operational and meets requirements
  - f. other responsibilities as required by the region
3. Logistics Section. A Logistics Section comprised of a Chief and Deputy Chief with personnel to facilitate the following responsibilities:
- a. Serve as central point for information pertaining to the resource management in support of the incident.
  - b. Maintain status of resources from alert, through mobilization, demobilization, and return to owning jurisdiction.
    - 1) Maintain status of all medical resources, to include those required in support of Special Needs.
    - 2) Manage the status of emergency power requirements.
    - 3) Manage the status, delivery, and support requirements for all personnel and teams.
    - 4) Maintain status of facility use and available resources.
    - 5) Coordinate logistics support for RRCC personnel and the facility
4. Finance/Administration and Section. A Finance and Administration section comprised of a Chief and Deputy Chief to accomplish the following responsibilities:
- a. Manage and monitor incident-related costs.
    - 1) Administer procurement contracts
    - 2) Maintain situational awareness of resources so as to track financial commitments and expenditures associated with the activation or procurement of resources.
  - B. other responsibilities as required by the RRCC.

III. LOGISTIC OPERATIONS

A. Resource Management

- 1. Understanding resource requirements is critical to the RRCC's success. Physical resources consist of personnel, teams, facilities, supplies, and major items of equipment available for assignment to or deployment during catastrophic incidents affecting the region.
  - a. For effective deployment, resources must be categorized by capability and capacity across disciplines and tracked continuously as to status. Resources are managed based on status (assigned, available, and/or out of service) and/or identification (type or kind).

Attachment G (Regional Resources Coordination Committee (RRCC) Organization and Operations) to Deep East Texas Regional Response Plan

- b. Understanding what is required to obtain or procure resources is also essential to resource management. Typical procurement sources for ICS resources include: in-house sources (other locations or agencies within a jurisdiction), Mutual-aid agreements, other government entities, and commercial or private-sector producers and/or suppliers of the needed resource.
- 4. During catastrophic events or other significant emergency incidents, resources may become limited. In order to insure overwhelming response to such an incident, resources must be prioritized based on need, as determined by the severity of the incident.
- 5. Resources will be requested by EOCs in support of Incident Commanders using the format provided in Appendix 3 (Forms) of this attachment. This request can be made by any means of communication. If the request is verbal, the RRCC will utilize the appropriate form to document the request. Once requested, the RRCC will contact the resource manager from the appropriate jurisdiction and provide essential mission, requirement, staging location and POC information.
  - a. Resource request flow should follow the procedures as reflected in Figure G-2 below:

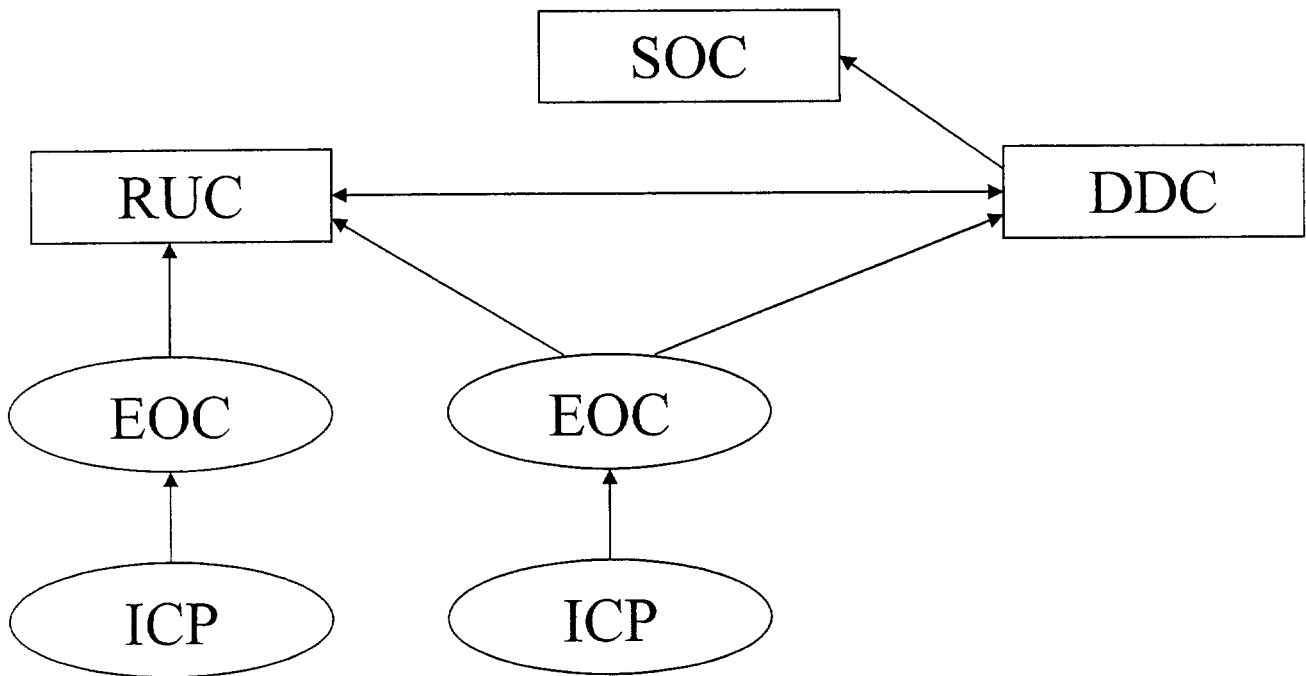


Figure G-2- RRCC Resource Request Flow

Attachment G (Regional Resources Coordination Committee (RRCC)  
Organization and Operations) to Deep East Texas Regional Response  
Plan

- b. Jurisdictions providing resource support will inform the RRCC on resource estimated times of arrival (ETA) to the predetermined response area. The RRCC will maintain contact with the appropriate EOC and validate resource arrival and when completed, it's release and return to the parent jurisdiction. This information will also be provided back to the appropriate resource manager in a timely fashion.
- c. If resources are not available from within the region, the RRCC will contact the DDC for assistance. Once the DDC is contacted and State coordination is underway the RRCC will communicate the status of the resource to the requesting EOC and authorize direct coordination between it and the DDC for this resource.
- e. Private organizations and non-governmental organizations that own or can provide regional resources will have a formal Memorandum of Understanding (MOU) in place with the region in order to be a viable resource provider.

B. Situational Awareness.

1. The RRCC must maintain visibility and tracking of dedicated resources. As directed by the Governor's Division of Emergency Management (GDEM), the Texas Regional Resource Network (TRRN) will be utilized by the region to keep track of the current location and status of all assigned resources.
  - a. The RRCC will use the TRRN as its primary means of resource tracking while additionally maintaining a master list of all resources committed to incident operations updating it as status changes. The DETCOG Director of Emergency Preparedness is responsible for tracking resources for the RRCC.
  - b. The regions resource listing on the TRRN will be updated every 90 days by the DETCOG Director of Emergency Preparedness.
2. As the RRCC activates it is essential that it develops and maintains awareness of the extent and status of the incident for which it was activated. This will be accomplished by communications with the appropriate EOC(s). The EOCs must provide the RRCC with information as to the status of the emergency, especially those changes which may affect resource requirements.
3. The RRCC will use this information to forecast resource requirements that may be applied to the incident. This will be accomplished by identifying those potentially critical resources which may be applicable to the incident, validating their status with their resource provider, and coordinating with the appropriate EOC for pre-positioning.

Attachment G (Regional Resources Coordination Committee (RRCC)  
Organization and Operations) to Deep East Texas Regional Response  
Plan

4. The RRCC Logistics Chief will use the information to track the status of each resource as it is activated and deployed. Working closely with the Plans Section, Logistics Operations will validate equipment status and requirements as the incident progresses. This information will be disseminated to active EOCs to allow for awareness throughout all key command posts. Procedures

1. Activation

- a. The RRCC will activate when either of the following conditions are met and the RRCC Coordinator and/or Deputy Coordinator are notified that:
    - 1) The State of Texas Threat Level is raised to Level II.
    - 2) An elected official, or Emergency Management Coordinator or designee from a regional jurisdiction indicates the catastrophic event within that jurisdiction anticipates reaching a level where additional resources must be applied (local resources and available MAAs are exhausted or exhaustion is anticipated prior to incident completion).
  - b. In general, specific RRCC activation procedures require notification of the RUC Command Group by the RUC Coordinator or the Deputy Coordinator. All other RRCC members will be notified by their respective Section Chiefs IAW the Alert Roster (Appendix 2 of this Attachment). Personnel will be provided information regarding the incident, shift times and other details when alerted.
  - c. Once alerted, the RRCC will be operational within 4 hours.
  - d. The RRCC will continue operations until all requirements are completed. This equates to incident conclusion and the return to the owning resource manager of all resources utilized in the incident. Shifts will be 12 1/2 hours in duration, allowing 30 minutes for shift change update briefings, unless otherwise notified.
2. Financial tracking (expenditures, fuel and maintenance, salaries, etc.) will be tracked by the Finance/Administration Section. Reimbursement and/or compensation will be handled by the requesting jurisdiction unless other arrangements are made (i.e., other budgeting, jurisdictions, state and/or federal funds).
  3. RRCC Location will be determined by the RRCC Coordinator and/or Deputy Coordinator, depending on the location of the catastrophic incident.

- D. Support

Attachment G (Regional Resources Coordination Committee (RRCC)  
Organization and Operations) to Deep East Texas Regional Response  
Plan

1. Communications.

- a. Communications are critical to the RRCC's success as they are essential for developing and maintaining situational awareness and in requesting and managing operations during a catastrophic incident.
- b. The RRCC requires the following dedicated communications capabilities at each predetermined RRCC site:
  - 1) Computers- An internet connected computer will be provided for each position to facilitate access to email, messaging, and the TRRN. A minimum of 4 of the computers should have remote access capability.
  - 2) Telephones- Each position will have a dedicated telephone, with a minimum of three rollover lines. All telephones will have direct dial long distance capability.
  - 3) Satellite phones- the RRCC should have three satellite telephones, one dedicated to each section's use to facilitate communications in case of telephone system loss.
  - 4) Facsimile - The RRCC should have two fax machines, one dedicated to support a specific section. Each facsimile phone will have long distance direct dial capability.
  - 5) Printers- The RRCC will have a minimum of two printers, one dedicated for use by each section.
  - 6) HAM Radio- as required.

2. Personnel

- a. Personnel support for the RRCC will be shared across the region. Elected officials or their designated representative will approve personnel assignments from their respective jurisdictions.
  - b. Personnel deployments will be determined by the RRCC and will be a primary mission for the individual unless released by the RPWG and RRCC command element.
3. Logistics- Logistical support (office supplies, office furniture, etc) will be provided by the host jurisdiction and supported by all jurisdictions within the region.



Attachment G (Regional Resources Coordination Committee (RRCC)  
Organization and Operations) to Deep East Texas Regional Response  
Plan

**Appendices**

Appendix 1 – RRCC Personnel Contact Listing

Appendix 2 – RRCC Alert Roster

Appendix 3 – Forms

Attachment H (Regional Communications)  
Deep East Texas Regional Response Plan

I. GENERAL

- A. The purpose of this attachment is to provide guidance on the priorities and standards for interoperable communications within the region. This attachment will be maintained, reviewed and updated IAW the procedures outlined in the region's Basic Plan.
- B. Communications are key to the rapid response and successful completion of any emergency operation. In the event of a catastrophic incident, the ability to communicate the situation and response requirements across the region is even more essential. Widespread damage to infrastructure, to include commercial communications systems, will make it more difficult to maintain awareness of the incident. Each jurisdiction must ensure that interoperable, robust, redundant and reliable communications capabilities exist within their jurisdiction.
- C. It is the responsibility of all governments to insure that communications are maintained to facilitate the necessary coordination required to provide local and regional response to a catastrophic incident. The equipment standards and capabilities must be sufficient to protect the citizens as well as provide continuity of government. The systems must be capable of providing simultaneous, real time or near real time communications between Incident Command posts, EOCs, the RUC, and numerous State and local agencies.

II. CHARACTERISTICS OF COMMUNICATIONS SYSTEMS

- A. The four key characteristics of communications systems are:
  1. Interoperability: Any system acquired for communications in support of emergency response missions must be interoperable with like systems used by agencies known or anticipated to support the incident. Repeatedly it has been demonstrated that, without interoperability, multiple organizations responding to any type of crisis will, at a minimum, waste effort and delay response if they cannot communicate. Interoperability allows multi-functionality for a single system which both decreases the overall equipment requirement and increases capabilities for users.
  2. Robustness: The systems must be able to withstand both the natural and man made interference that may be in the area. Weather (heat, cold, rain, high winds, flooding, etc) can dramatically impact systems, and its impact must be evaluated prior to selecting systems for acquisition or development of the network. Man made factors such as interference created by urban areas, high tension power lines, commercial radio transmitters, cell phone towers and interference from radar and directional systems will impede communications and must be identified and factored into the plan prior to system establishment.
  3. Redundancy: A system must be redundant and offer multiple links. Reliance on any single form of communications (radio, telephone, computer, etc) will not support emergency response requirements. In planning, the goal should be for every command post (incident, EOC, RUC, etc) to have a minimum of three alternate means of communications (properly identified as primary, secondary

## Attachment H (Regional Communications) Deep East Texas Regional Response Plan

and tertiary) that work as fail safe systems in the event of a major communications loss due to weather or interference. These three systems should be separate in type so as not to be impacted by the same event.

4. Reliability: systems must be reliable. Use of commercial-off-the-shelf (COTS) communications technology is the norm, but each system and network must be researched as to its specific reliability. Systems with low mean time between failure or limited capabilities must not be relied on as key systems. Additionally periodic and thorough maintenance of all systems must be directed and properly conducted to insure system reliability.

### III. RESPONSIBILITIES & MANAGEMENT

#### A. Local jurisdiction.

1. Local jurisdictions are responsible to develop and maintain a communications architecture that is interoperable, robust, and redundant. Acquisitions for new equipment will be guided by these tenants, of which interoperability is essential.
2. Local jurisdictions will manage communications equipment and systems for their specific jurisdictions. This includes identification of available resources and prioritizing resources against requirements. Resource shortfalls will be provided to the RUC as they are identified.

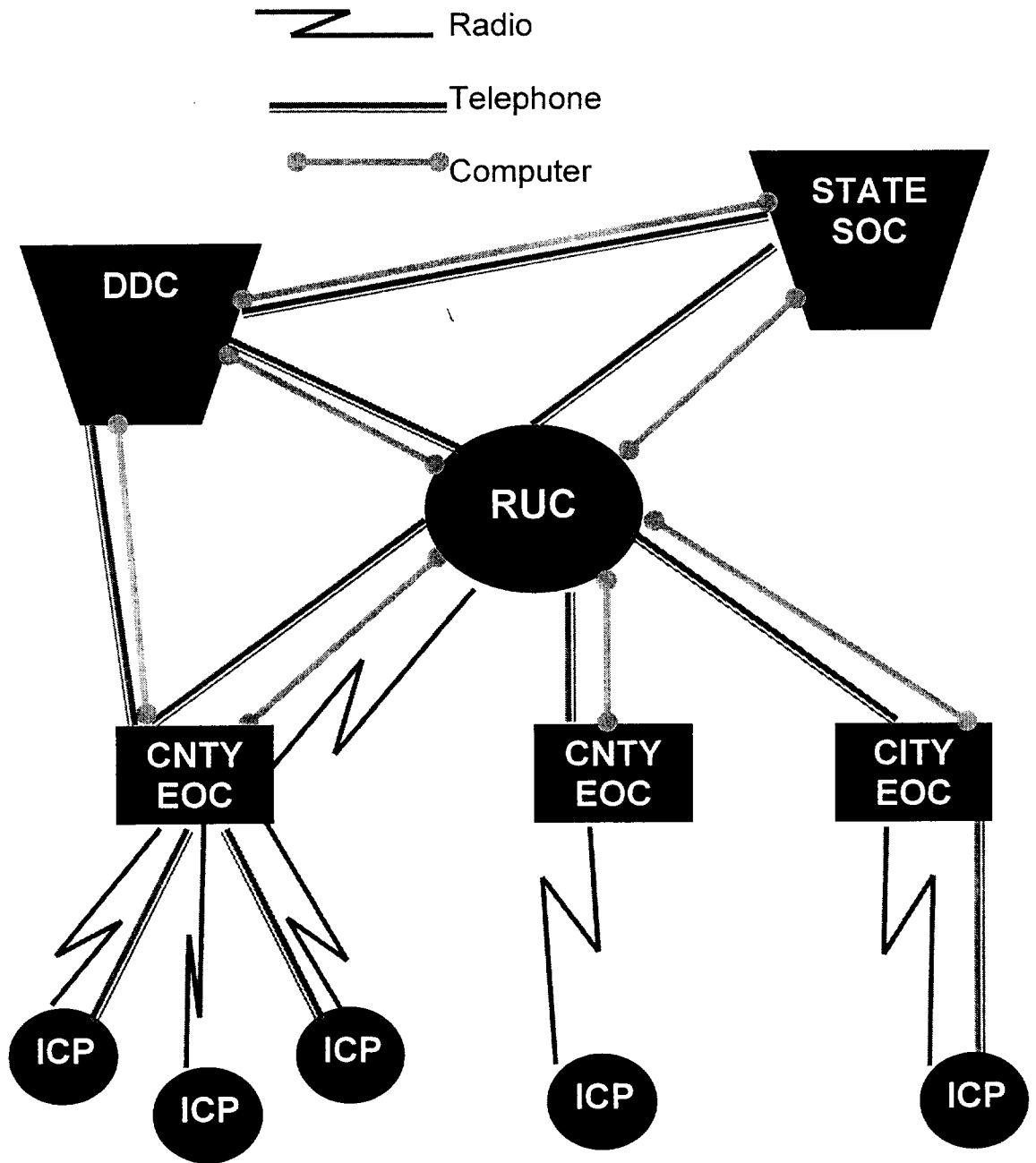
#### B. Regional Response Committee

1. The RRRC will maintain sufficient interoperable communications equipment to ensure a direct communications capability – voice and data – with regional EOCs and the supporting DDC. All expenses related to the acquisition and maintenance of the equipment will be borne by the RRRC.
2. As communications shortfalls are identified the RUC will take action to obtain additional resources through purchase, rent/lease, or donated resources from businesses, individuals, or volunteer groups. All expenses will be borne by the RRRC.
3. If the resources above are inadequate or inappropriate for the tasks to be performed, the jurisdiction will coordinate with the supporting DDC for access to state or federal resources.

### IV. REGIONAL COMMUNICATIONS CAPABILITIES

- A. The following **schematic** reflects the Deep East Texas Regional Communications network priorities.

Attachment H (Regional Communications)  
 Deep East Texas Regional Response Plan



Regional Communications Priorities

	<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
IC to EOC:	Radio	Telephone	None
EOC to RUC:	Computer	Telephone	Radio
RUC to DDC	Computer	Telephone	None

## Attachment J (Continuity of Operations) Deep East Texas Regional Response Plan

### I. GENERAL

- A. The purpose of this attachment is to provide guidance and outline procedures for identifying emergency power requirements and efficiently obtaining, deploying, managing, allocating, and monitoring emergency power resources during catastrophic incidents or when such situations appear imminent.
- B. This attachment will be maintained, reviewed and updated IAW the procedures outlined in the region's Basic Plan.
- C. It is the responsibility of local government to provide for the emergency power requirements in support of the key facilities and community infrastructure necessary to protect the lives and property of its citizens and to relieve suffering and hardship. All available power resources will be committed to this effort. In the event of shortfalls during catastrophic incidents, the senior officials managing emergency operations are responsible for establishing priorities for the use of available power resources and identifying the need for additional resources.
  1. In order to insure that all potential requirements are identified and included into planning requirements, a listing of all key facilities and infrastructure will be maintained. This listing is provided at Appendix 1 of this attachment.
  2. As a basis for employing this region's power resources to their greatest capacity during emergency situations, a current inventory of the dedicated emergency power resources and power resource shortfalls will be needed. See Appendix 2 to this attachment for a general emergency power resource inventory.
  3. In the event that all regional resources have been committed or are insufficient, assistance will be sought from surrounding regions or other agencies (state, federal) utilizing existing agreements and from volunteer groups and individuals. Where possible, agreements will be executed in advance with those groups and individuals for use of their resources. Shortfalls in existing, on hand, emergency power resources are documented and the requirements listed, in Appendix 3 of this attachment.
- D. Some of the resources needed for emergency operations may be available only from businesses. Hence, the region will **establish** emergency purchasing and contracting procedures. Some emergency power requirements will be needed immediately in the aftermath of an emergency. The DETCOG Emergency Preparedness Director will maintain a list of local and nearby suppliers for these essential needs. See Appendix 4 to this attachment.
- E. It is important to maintain detailed records of resources expended in support of emergency operations as a basis for future department/agency program and budget planning as well as to document costs incurred that may be recoverable from the party responsible for an emergency incident, insurers, or the state or federal government.

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

II. RESPONSIBILITIES & MANAGEMENT

A. Local jurisdiction.

1. Local jurisdictions are responsible for identifying key facilities and local infrastructure requiring emergency power support in the event of a catastrophic incident. This information will be provided to the Regional Resources Response Committee (RRCC) in advance of requirements in order to populate a regional requirement listing.
2. Local jurisdictions will manage emergency power resources for their specific jurisdictions. This includes identification of available resources and prioritizing resources against requirements. Resource shortfalls will be provided to the RRCC as they are identified.
3. During a catastrophic incident, the Incident Commander (IC) at the site will ascertain the requirements and furnish them to their respective Emergency Operating Centers (EOC). Power resources committed to a specific incident will be managed by the IC.
4. The Resource Manager in the EOC shall monitor the status of all resources, manage uncommitted local resources, and coordinate with the IC to determine requirements for additional resources at the incident site. Departments and agencies involved in emergency operations that require additional resources should use the Emergency Resource Request form in Attachment G, Appendix 3 (Forms) of the Basic Plan to communicate their requirements to the resource management staff.
5. As additional emergency power resources are required, the EOC Resource Manager will coordinate with the RRCC.

B. Regional Resources Response Committee

1. Identify, manage and direct deployment of additional regional power resources in support of the catastrophic incident.
2. As resource shortfalls are identified, take action to obtain additional resources through purchase, rent, or lease or to obtain donated resources from businesses, individuals, or volunteer groups.
3. If the resources above are inadequate or inappropriate for the tasks to be performed, the RRCC will coordinate with the supporting DDC for access to state or federal resources.
4. When warning is available, the RRCC should notify key suppliers of emergency power generation equipment and supplies that short notice orders may be forthcoming.

## Attachment J (Continuity of Operations) Deep East Texas Regional Response Plan

### C. Activities by Emergency Management Mission Areas

#### 1. Prevent

- a. Review the regional hazard summary and, to the extent possible, determine the emergency power resources needed to deal with anticipated hazards.
- b. Review regional listing of key facilities and infrastructure (Appendix 1) requiring potential emergency power and identify shortfalls in equipment and supplies in Appendix 3.
- c. Enhance emergency capabilities by acquiring equipment and supplies to reduce shortfalls and executing inter-local agreements to obtain access to external resources during emergencies.

#### 2. Prepare

- a. Establish and train the RRCC's emergency resource management staff in requirements for identifying potential emergency power requirements. Staff members must be trained to identify and resource emergency power requirements.
- b. Maintain the emergency power resource inventory in Appendix 2 to this attachment and in the RRCC resource management computer. This resource inventory should include power equipment not normally used in day-to-day incident response that may be needed during regional catastrophic incidents.
- c. Establish rules and regulations for obtaining resources during regional catastrophic incidents, including emergency purchasing and contracting procedures.
- d. Maintain the list of regional, as well as neighboring area, suppliers for immediate power equipment and supplies (Appendix 4) and insure that after-hours contact numbers are available. Verify that those suppliers are prepared to respond on short notice during other than normal business hours.

#### 3. Respond

- a. Keep Regional Planning Working Group (RPWG), elected officials within region and jurisdictional Emergency Managers advised on regional emergency power requirements, capabilities, and shortfalls.
- b. Coordinate and use all available emergency power resources during a catastrophic incident and request additional resources as required.
- c. Coordinate emergency power requirements with regional departments, nearby businesses, industry, volunteer groups, and, where appropriate, with state and federal resource suppliers.
- d. Coordinate emergency power resources to support emergency responders, key regional facilities and infrastructure and to insure aid to disaster victims.

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

- e. Maintain records of equipment, supply, and personnel costs incurred during the emergency response.

4. Recover

- a. In coordination with department/agency heads, determine loss or damage to power equipment, supplies consumed, labor utilized, equipment rental or lease costs, and costs of contract services to develop estimates of expenses incurred in response and recovery operations.
- b. In coordination with department/agency heads, determine repairs, extraordinary maintenance, and supply replenishment needed as a result of emergency operations and estimate costs of those efforts.
- c. Maintain records of the personnel, equipment, supply, and contract costs incurred during the recovery effort as a basis for recovering expenses from the responsible party, insurers, or the state or federal government.

### III. OPERATIONS AND ORGANIZATION

#### A. General

1. Emergency power generation operations as a result of a catastrophic incident affecting Deep East Texas will be conducted IAW both principles as outlined in ICS and as described in the Basic Plan. Preplanning for resource management operations shall be conducted to ensure that jurisdictions and the RRCC staff, and those procedures needed to manage emergency power resources, are in place to support emergency operations due to a catastrophic incident affecting the region.
2. The region's elected officials, through the Regional Planning Working Group, shall provide general guidance on the management of emergency power resources during catastrophic incidents.

#### B. Procedures

1. The RRCC will be responsible to monitor any request for state or federal resources.
2. The Local Incident Commander (IC) will manage emergency power resources committed to an incident, IAW ICS principles. If the respective EOC has not been activated, the local IC may request additional resources from local departments and agencies and may request those local officials authorized to activate inter-local agreements or emergency response contracts to do so to obtain additional resources.
3. When activated, the EOC's Resource Manager will manage overall resource management activities for the respective jurisdiction from the EOC. The local IC shall manage resources committed to the incident site and coordinate through the Resource Manager to obtain additional resources. The Resource Manager shall manage resources not committed to the incident site and coordinate the provision of additional resources from external sources.



## Attachment J (Continuity of Operations) Deep East Texas Regional Response Plan

4. Upon activation, the Chief, Resource Management Section, RRCC will validate the appropriate listings in order to establish a base line for emergency power resource availability and limitations. Working with the RRCC Coordinator, activated EOC's and appropriate elected officials, he/she will prioritize requirements and direct resources to fulfill them.
5. The Chief, Resource Management section of the RRCC will direct the activities of those individuals assigned resource management duties, to include emergency power, in the RRCC during emergency operations. Normal supervisors will exercise their usual supervisory responsibilities over such personnel.
6. The RRCC Chief, Resource Section/Other shall serve as the responsible individual tasked with planning, organizing, and carrying out emergency power management activities during a regional catastrophic incident. The RRCC Chief, Resource Section/Other will be assisted as required by a temporary staff assembled from departments and agencies within the region with the required skills and experience.
7. During an emergency or disaster, the RRCC Logistics Chief will fulfill requests for additional emergency power equipment and supplies received from emergency response elements, identify resources to satisfy such requirements, coordinate external resource assistance, and serve as the primary point of contact for external resources made available to the region.

### C. Responsibilities

1. The Regional Planning Working Group (RPWG) will provide general guidance on emergency power resource management and establish priorities for use of such resources during emergency situations.
2. The Chief, Resource Section, Regional Resources Coordinating Committee (RRCC) will:
  - a. Advise the RPWG, elected officials and department heads regarding emergency power resource needs and the priorities for meeting them.
  - b. Direct the deployment of regional emergency power assets in support of catastrophic incidents affecting the region.
  - c. If the situation warrants, will seek authorization from the appropriate jurisdictional elected official to commandeer private property, subject to compensation requirements, to respond to such situations.
  - d. May request assistance from the State through the DDC if regional resources are insufficient to deal with the emergency situation. All available regional assets must be utilized before requesting assistance from the DDC.
  - e. Maintain all appendices in this attachment (see Appendices 1-4).
  - f. Monitor potential power shortfalls for key facilities and infrastructure during catastrophic incidents affecting the region.

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

- g. Organize and insure training of staff to carry out power assessments and emergency power requirement management in the RRCC.
  - h. Determine the most appropriate means for satisfying emergency power resource requests.
  - i. Coordinate and track emergency power resource deployment and status throughout a catastrophic incident affecting the region.
  - j. Oversee the financial aspects of meeting emergency power resource requests, including record-keeping, budgeting for procurement and transportation.
3. Regional jurisdictions:
- a. Identify key facilities and local infrastructure requiring emergency power resources in the event of a catastrophic incident affecting the region. Provide listing and updates to RRCC.
  - b. Coordinate local emergency power generation support throughout their respective jurisdictions and departments, nearby businesses, industry, and volunteer groups, for key facilities and infrastructure. Identify resources to RRCC.
  - c. Utilize Appendix 4 (Power Assessment Form) to this attachment to describe key facilities and infrastructure without organic, self contained emergency power generation equipment. Provide listing and updates to RRCC.

#### IV. ADMINISTRATION AND SUPPORT

##### A. Records Maintenance and Preservation

1. All records generated during an emergency will be collected and maintained in an orderly manner so a record of actions taken is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.
2. Vital resource management records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.
3. The Power Coordinator of the Logistics Management Section within the RRCC, shall keep current the list of available emergency power resources in Appendix 2 [and the computerized resource database maintained in the RRCC.
4. The Supply/Facility Coordinator shall keep current information on the sources of essential disaster supplies in Appendix 2 and the computerized supplier list maintained in the EOC.

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

C. Training and Support

1. Individuals who will be performing emergency power resource management duties in the RUC and EOC shall receive training on their required duties and the operating procedures for those facilities.
2. The RRCC Logistics Manager and jurisdictional EOC Resource Managers are responsible for coordinating standby agreements for emergency use of power resources with businesses, industry, individuals, and volunteer groups. Jurisdictional County/City Attorneys will be consulted regarding such agreements and approve them.

**Appendices**

Appendix 1	Key Facility & Infrastructure Listing
Appendix 2	Emergency Power Equipment & Supply Inventory
Appendix 3	Emergency Power Shortfall Listing
Appendix 4	Power Assessment Form
Appendix 5	Emergency Power Equipment Supplier List

Attachment J (Continuity of Operations)  
 Deep East Texas Regional Response Plan

**APPENDIX 1  
 KEY FACILITY & INFRASTRUCTURE LISTING**

<u>LOCATION ADDRESS</u>	<u>FACILITY NAME/FUNCTION</u>	<u>CONTACT NAME</u>
<u>LATITUDE</u>		<u>PHONE</u>
<u>LONGITUDE</u>		
<u>ADDRESS</u>		<u>NAME</u>
<u>LATITUDE</u>		<u>PHONE</u>
<u>LONGITUDE</u>		
<u>ADDRESS</u>		<u>NAME</u>
<u>LATITUDE</u>		<u>PHONE</u>
<u>LONGITUDE</u>		
<u>ADDRESS</u>		<u>NAME</u>
<u>LATITUDE</u>		<u>PHONE</u>
<u>LONGITUDE</u>		
<u>ADDRESS</u>		<u>NAME</u>
<u>LATITUDE</u>		<u>PHONE</u>
<u>LONGITUDE</u>		

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

**APPENDIX 2**  
**EMERGENCY POWER EQUIPMENT AND SUPPLY INVENTORY**

LOCATION	TYPE	CAPACITY/CAPABILITY	STATUS	POINT OF CONTACT INFO

Attachment J (Continuity of Operations)  
Deep East Texas Regional Response Plan

<b>APPENDIX 3 EMERGENCY POWER SHORTFALL LISTING (SEE POWER ASSESSMENT FORM (TAB A) FOR DETAILS)</b>
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FACILITY/ADDRESS	FUNCTION	CONTACT INFO

Attachment J (Continuity of Operations)  
 Deep East Texas Regional Response Plan

APPENDIX 4

POWER ASSESSMENT FORM

1.	Mission Number:		Priority:	1	LIFE SAVING
				2	LIFE SUSTAINING
2.	Facility Name and Building use:			3	HIGH
				4	MEDIUM
				5	NORMAL
3.	Address:				
4.	City:				
5.	State:		6.	County:	
6a.	Latitude:		6b.	Longitude:	
7.	Site_POC:				
8.	Phone:		9.	Alt Phone:	
10.	Fax:				
11.	Date and Time Tasking passed to :				
12.	Team member names:				
13.	KW: (assessed Gen. size)				
14.	Phase: (assessed Gen. Phases)				
15.	Voltage: assessed Gen. Voltage)				
16.	Configuration:		Y	D	
17.	Load Cable Size: MCM		#awg	ott	
18.	Qty/UI: (ground wire length)				
19.	Ground Cable Size: MCM		#awg	ott	
20.	Qty/UI: (ground wire length)				
21.	Remarks: (include ground rod and additional electrical supplies needed for installation)				
22.	Date and time assessment is physically completed:				
23.	Date and time tasking received by mission manager:				





## Attachment L (Regional SNS Summary) to the Regional Response Plan for the East Texas Region

In a catastrophic or other event that severely impacts the health and welfare of the ETCOG region, the coordination of healthcare issues is necessary not only at the local Emergency Operations Center (EOC) level but also between surrounding jurisdiction's EOCs and healthcare providers, both public and private. These issues involve the capability and capacity to provide medical services to treat the human health consequences created as a result of the incident.

Depending on the scope and magnitude of the incident, a medical command center may be established to assist with planning a coordinated health and/or medical response. When public and private healthcare assets have or will be exhausted, the usual and customary procedures for requesting assistance and supplies should be utilized.

Health and medical components of the local jurisdiction's EOC will coordinate via established emergency operations procedures, to request local, regional, state and federal assets in an effort to maximize the healthcare system's ability to save lives and provide a coordinated health and medical response.

The Strategic National Stockpile (SNS) contains large quantities of medicine and medical supplies to protect the American public should a public health emergency become severe enough to cause local, regional, or state assets to be depleted.

The decision to request SNS assets will be a coordinated effort between local, state and federal agencies responsible for public health and emergency management. The decision should be based on the scope and magnitude of the event, the depletion or anticipated depletion of medical supplies and the needs of the jurisdiction.

**NOTE: The SNS is not a first response tool.**

The Department of State Health Services, Health Service Region (HSR) 4/5 North and its Local Health Department partners have plans to receive, store, distribute and dispense SNS assets to local communities and healthcare facilities as quickly as possible. These plans have been coordinated at the local and regional levels.

The point of contact for the complete SNS plan for the East Texas Region is:

Sheryl Gajewsky  
SNS Coordinator  
Health Service Region 4/5  
Tyler, TX, 75702

Phone: 903-533-5386 (work) or 903-216-5465

Deborah Evans  
Epidemiology Response Team Manager  
Health Service Region 4/5  
Tyler, TX, 75702

Phone: 903-533-5283 (work) or 903-216-5461



74-215 (2-00) #8

STATE OF TEXAS  
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter  
1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

**QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS**

**COPY**

- S.B. 1704, 79th Legislature, Regular Session -

COMPTROLLER USE ONLY

AGY	COBJ	TC	FUND	AY	PCA	APPROVAL	DOCUMENT NUMBER	DOCUMENT AMOUNT
241	7612	225	0001	06	13039			D

County name/address for warrant or direct deposit notification

Ms. Kathy Clifton  
Polk County District Clerk  
101 W Church St, Ste 205  
Livingston, Texas 77351-2910

County taxpayer identification number Mail code

17460016219 029

Mail completed form to:  
COMPTROLLER'S JUDICIARY SECTION  
P.O. Box 13528  
Austin, TX 78711-3528  
Call 1-800-531-5441, ext. 6-5985 or (512) 936-5985  
The E-mail address is [Judiciary@cpa.state.tx.us](mailto:Judiciary@cpa.state.tx.us)

JUROR PAYMENT REIMBURSEMENT REQUEST

CALENDAR CLAIM QUARTER	CLAIM DUE BY	CLAIM WILL BE PAID BY	BALANCE FORWARD	AMOUNT REQUESTED	AMOUNT PAID	BALANCE DUE COUNTY
January 1 to March 31	April 20 <sup>th</sup>	May 31 <sup>st</sup>	00.00	9,044.00		
April 1 to June 30	July 20 <sup>th</sup>	August 31 <sup>st</sup>				
July 1 to September 30	Oct. 20 <sup>th</sup>	Nov. 30 <sup>th</sup>				
October 1 to December 31	Jan. 20 <sup>th</sup>	Feb. 28 <sup>th</sup>				

Per instructions on reverse side, please attach supporting documentation with this request for payment.

COUNTY CERTIFICATION

I, John P. Thompson, the authorized official of the Commissioner's Court of Polk County hereby certify that the amounts requested are due and payable pursuant to Section 61.0015 (b) of the Government Code and are to the best of my knowledge true and correct.

sign here	Authorized Official/Commissioner's Court	Date
		4/25/06

COUNTY CONTACT INFORMATION

Person to contact regarding information on this form	Contact Phone Number (Area code and phone number)
Kathy Clifton	936-327-6814
Title	Contact E-mail Address
Polk County Clerk	Kathy.Clifton@co.polk.tx.us

COMPTROLLER'S JUDICIARY SECTION APPROVAL

I approve this request for payment and to the best of my knowledge this request for payment is true and correct. This payment complies with Section 61.0015 of the Texas Government Code.

Direct deposit  
 Check enclosed

Audited by:	Date

SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS

THIS SECTION TO BE COMPLETED BY COUNTY

QUARTERLY REQUEST FOR COUNTY  
REIMBURSEMENT OF JUROR PAYMENTS

– S.B. 1704, 79th Legislature Regular Session –

Supporting Documentation

County Name <b>Polk</b>	Quarterly Date Range <b>1/1/06 to 3/31/06</b>	Grand Total Amount Requested <b>\$ 884.00</b>
----------------------------	--	--

First Date of Service	Juror First /Last Name	Number of Days Served	Total Amount Paid to Juror	Number of Days Paid \$40	Amount Requested from State
1/9/06	James Coffey	2	\$46.00	1	\$34.00
1/9/06	Marjorie Cain	2	\$46.00	1	\$34.00
1/9/06	Linda Randolph	2	\$46.00	1	\$34.00
1/9/06	Amanda Proctor	2	\$46.00	1	\$34.00
1/9/06	Lester Tassin	2	\$46.00	1	\$34.00
1/9/06	Delores West	2	\$46.00	1	\$34.00
1/9/06	John Carroll	2	\$46.00	1	\$34.00
1/9/06	Mickey Gilbert	2	\$46.00	1	\$34.00
1/9/06	Jesse Cole	2	\$46.00	1	\$34.00
1/9/06	Carol Richards	2	\$46.00	1	\$34.00
1/9/06	Kelton Taylor	2	\$46.00	1	\$34.00
1/9/06	Donna Soto	2	\$46.00	1	\$34.00
1/9/06	Sandra Gray	2	\$46.00	1	\$34.00
1/17/06	Mary Cockrell	2	\$46.00	1	\$34.00
1/17/06	Tina Glover	2	\$46.00	1	\$34.00
1/17/06	Sandra Hilland	2	\$46.00	1	\$34.00
1/17/06	Nancy Rodriguez	2	\$46.00	1	\$34.00
1/17/06	Barbara Roy	2	\$46.00	1	\$34.00
1/17/06	Nora Walker	2	\$46.00	1	\$34.00
1/23/06	Brent Alexander	2	\$46.00	1	\$34.00
1/23/06	Cecile Drumm	2	\$46.00	1	\$34.00
1/23/06	Judy Gore	2	\$46.00	1	\$34.00
1/23/06	Leah Howard	2	\$46.00	1	\$34.00
1/23/06	Charles Hubert	2	\$46.00	1	\$34.00
1/23/06	Tiffany Lee-Jones	2	\$46.00	1	\$34.00
1/23/06	Deborah Mosley	2	\$46.00	1	\$34.00

Audited/Judiciary

## Supporting Documentation

County Name <b>Polk</b>	Quarterly Date Range <b>1/1/06 to 3/31/06</b>	Grand Total Amount Requested <b>\$1,258.00</b>
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First Date of Service	Juror First /Last Name	Number of Days Served	Total Amount Paid to Juror	Number of Days Paid \$40	Amount Requested from State
1/23/06	Robert Neels	2	\$46.00	1	\$34.00
1/23/06	Robert Sample	2	\$46.00	1	\$34.00
1/23/06	Hubert Smith	2	\$46.00	1	\$34.00
1/23/06	Jack Sprott	2	\$46.00	1	\$34.00
1/23/06	Clint Ward	2	\$46.00	1	\$34.00
1/23/06	Deborah Brewer	1	\$40.00	1	\$34.00
1/23/06	Thomas Brodie	1	\$40.00	1	\$34.00
1/23/06	Cynthia Chalker	1	\$40.00	1	\$34.00
1/23/06	Oscar Clayton	1	\$40.00	1	\$34.00
1/23/06	Marcia Pearson	1	\$40.00	1	\$34.00
1/23/06	Velma Roeder	1	\$40.00	1	\$34.00
1/23/06	Thomas Blalock	1	\$40.00	1	\$34.00
1/23/06	Charles King	1	\$40.00	1	\$34.00
1/23/06	Donald Long	1	\$40.00	1	\$34.00
1/23/06	Raymond Meyer	1	\$40.00	1	\$34.00
1/23/06	Steven Ralston	1	\$40.00	1	\$34.00
1/23/06	Dale Smith	1	\$40.00	1	\$34.00
2/6/06	Brenda Chalker	3	\$86.00	2	\$68.00
2/6/06	Charlie Choate	3	\$86.00	2	\$68.00
2/6/06	Valerie Graham	3	\$86.00	2	\$68.00
2/6/06	Darnell Hamilton	3	\$86.00	2	\$68.00
2/6/06	Barbara Harvey	3	\$86.00	2	\$68.00
2/6/06	Sadie Lacy	3	\$86.00	2	\$68.00
2/6/06	Jeanette Mikes	3	\$86.00	2	\$68.00
2/6/06	Margaret Miller	3	\$86.00	2	\$68.00
2/6/06	Marie Stovall	3	\$86.00	2	\$68.00
2/6/06	David Stumpf	3	\$86.00	2	\$68.00

Audited/Judiciary

## Supporting Documentation

County Name <b>Polk</b>	Quarterly Date Range <b>1/1/06 to 3/31/06</b>	Grand Total Amount Requested <b>\$4,012.00</b>
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First Date of Service	Juror First /Last Name	Number of Days Served	Total Amount Paid to Juror	Number of Days Paid \$40	Amount Requested from State
2/6/06	Barbara Waltmon	3	\$86.00	2	\$68.00
2/6/06	James Williams	3	\$86.00	2	\$68.00
2/21/06	Gladys Bohannon	3	\$120.00	3	\$102.00
2/21/06	Mary Cofrancesco	3	\$120.00	3	\$102.00
2/21/06	Paulette Dominy	3	\$120.00	3	\$102.00
2/21/06	Doyle Wilbert	3	\$120.00	3	\$102.00
2/21/06	Linda Eaton	3	\$120.00	3	\$102.00
2/21/06	Phillip Hammond	3	\$120.00	3	\$102.00
2/21/06	Linda Jenkins	3	\$120.00	3	\$102.00
2/21/06	Jannet Reeves	3	\$120.00	3	\$102.00
2/21/06	Randal Schubert	3	\$120.00	3	\$102.00
2/21/06	Michael Tolar	3	\$120.00	3	\$102.00
2/21/06	Patsy Wallace	3	\$120.00	3	\$102.00
2/21/06	James Witherspoon	3	\$120.00	3	\$102.00
3/6/06	Mary Aiena	7	\$246.00	6	\$204.00
3/6/06	Cecil Alec	7	\$246.00	6	\$204.00
3/6/06	Brenda Bourgeois	7	\$246.00	6	\$204.00
3/6/06	Mary Cain	7	\$246.00	6	\$204.00
3/6/06	Jacque Corley	7	\$246.00	6	\$204.00
3/6/06	Leonita Duplichen	7	\$246.00	6	\$204.00
3/6/06	Larry Horn	7	\$246.00	6	\$204.00
3/6/06	Sherman Jackson	7	\$246.00	6	\$204.00
3/6/06	Billy Kelly	7	\$246.00	6	\$204.00
3/6/06	Thomas King	7	\$246.00	6	\$204.00
3/6/06	Lorine Scarbo	7	\$246.00	6	\$204.00
3/6/06	Linda Settles	7	\$246.00	6	\$204.00
3/6/06	Melinda Sylestine	7	\$246.00	6	\$204.00

Audited/Judiciary

## Supporting Documentation

County Name <b>Polk</b>	Quarterly Date Range <b>1/1/06 to 3/31/06</b>	Grand Total Amount Requested <b>\$1,496.00</b>
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First Date of Service	Juror First /Last Name	Number of Days Served	Total Amount Paid to Juror	Number of Days Paid \$40	Amount Requested from State
3/6/06	Andrea Williams	7	\$246.00	6	\$204.00
3/20/06	Patricia Brewer	2	\$46.00	1	\$34.00
3/20/06	Humberto Cruz	2	\$46.00	1	\$34.00
3/20/06	Glenna Davis	2	\$46.00	1	\$34.00
3/20/06	Jack Duke	2	\$46.00	1	\$34.00
3/20/06	Connie Harms	2	\$46.00	1	\$34.00
3/20/06	Reginald Howard	2	\$46.00	1	\$34.00
3/20/06	Wanda Martin	2	\$46.00	1	\$34.00
3/20/06	Nelson	2	\$46.00	1	\$34.00
3/20/06	James Osullivan	2	\$46.00	1	\$34.00
3/20/06	Lauren Ruiz	2	\$46.00	1	\$34.00
3/20/06	John Seale	2	\$46.00	1	\$34.00
3/20/06	Ruby Singleton	2	\$46.00	1	\$34.00
3/20/06	Jennifer Vavra	2	\$46.00	1	\$34.00
3/20/06	Ronald Anderson	3	\$86.00	2	\$68.00
3/20/06	Rock Bentley	3	\$86.00	2	\$68.00
3/20/06	Jean Berry	3	\$86.00	2	\$68.00
3/20/06	Lawana Chumley	3	\$86.00	2	\$68.00
3/20/06	Debra Colquitt	3	\$86.00	2	\$68.00
3/20/06	Sidney Cougot	3	\$86.00	2	\$68.00
3/20/06	Johnny Gordon, Jr.	3	\$86.00	2	\$68.00
3/20/06	Ivan Haight	3	\$86.00	2	\$68.00
3/20/06	Kimberly Lord	3	\$86.00	2	\$68.00
3/20/06	Joan Robbins	3	\$86.00	2	\$68.00
3/20/06	Alvin Shandley	3	\$86.00	2	\$68.00
3/20/06	Renee Winter	3	\$86.00	2	\$68.00
3/20/06	Jay Berkebile	2	\$46.00	1	\$34.00

Audited/Judiciary

Supporting Documentation

County Name <b>Polk</b>	Quarterly Date Range <b>1/1/06 to 3/31/06</b>	Grand Total Amount Requested <b>\$1,394.00</b>
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First Date of Service	Juror First /Last Name	Number of Days Served	Total Amount Paid to Juror	Number of Days Paid \$40	Amount Requested from State
3/20/06	William Churchman	2	\$46.00	1	\$34.00
3/20/06	Suzanne Ganzer	2	\$46.00	1	\$34.00
3/20/06	Kathy Barrett	2	\$46.00	1	\$34.00
3/20/06	Kenneth Strength	2	\$46.00	1	\$34.00
3/20/06	Bobby Wallace	2	\$46.00	1	\$34.00
1/9/06	David Haynes	3	\$120.00	3	\$102.00
1/9/06	Ernest Provasek	3	\$120.00	3	\$102.00
1/9/06	Deanna Lovell	3	\$120.00	3	\$102.00
1/9/06	Chester Ables	3	\$120.00	3	\$102.00
1/9/06	Jim Brown	2	\$80.00	2	\$68.00
1/9/06	Margaret Caldwell	3	\$120.00	3	\$102.00
1/9/06	Elgin Davis	3	\$120.00	3	\$102.00
1/9/06	Howard Jarvis	3	\$120.00	3	\$102.00
1/9/06	Eugene Mikes	3	\$120.00	3	\$102.00
1/9/06	Jimmie Murff	2	\$80.00	2	\$68.00
1/9/06	Ruth Murphy	3	\$120.00	3	\$102.00
1/9/06	James Parrish	3	\$120.00	3	\$102.00
1/9/06	Janie Cockrell	1	\$40.00	1	\$34.00
1/9/06	Carey Cochran, Jr.	1	\$40.00	1	\$34.00

<b>Audited/Judiciary</b>	
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#12

**Adams + Fisher**  
Architect  
P.O. Box 2667  
Weatherford, Texas 76086  
817-594-4822

**AF Architects**  
Interior Design  
104 W. Russell St.  
Weatherford, Texas 76086  
817-599-7703 FAX

PROPOSAL FOR ARCHITECTURAL SERVICES  
FOR THE  
RENOVATION OF THE  
POLK COUNTY OFFICE BUILDING

**PROJECT DESCRIPTION:**

The project, as presented to Adams + Fisher, is to renovate the existing HVAC system and to remove and replace the roofing system on the Polk County Office Building on East US Hwy 190 in Livingston, Texas. The project will entail some finish work due to the HVAC renovation and the removal of asbestos. The building is to remain occupied and operational during the renovation process/ This proposal assumes the construction will be accomplished in three phases.

**Roofing**

The existing roofing material is to be removed and replaced with a new roofing system that will withstand 150 mph winds. The building is one story in height and approximately 280 squares. Original roof deck is concrete "C"s and newer areas are lightweight insulating fill over form deck, approx 1/3 of the total area. It is assumed that some HVAC equipment, small vents, and electrical conduit will remain on the roof.

The proposed solution is to install a 2.5 inch isocyanurate board, mechanically attached into concrete deck and through lightweight insulating deck, 1/2 cover board mopped over the isocyanurate board, 1/4 tapered insulation to drain to perimeters, 2 ply modified system. Kynar metal fascia/metal edge/gutters/downspouts.

Opinion of Probable Construction Costs: \$400,000.00

**HVAC**

The existing chiller / boiler system of HVAC is to be removed and replaced with a more flexible and efficient system.

We offer two options for the new HVAC system, both of which utilize unitary A/C systems with gas heat in an attempt to avoid upgrading the existing electric service.

Option 1 – Split-System Air Conditioning Systems: This would involve split-system A/C units serving appropriate zones in each wing, to include indoor gas furnace units located in mechanical rooms and outdoor air-cooled condensing units located at grade around the building. The scope of work would include complete demolition of existing HVAC systems, new system installation, extensions of gas and electric services, and new corridor lighting. This system would require gas flues, combustion air and ventilation air serving each unit, as well as 4-6 new mechanical rooms created to contain the gas furnace units, with new underfloor waste & vent piping extended to floor drains in each room.

Opinion of probable MEP construction cost is \$525,000.00

\_\_\_\_\_ Accepted

Option 2 – Package Rooftop A/C Systems: This would include package rooftop A/C units located on the roof to serve each zone. Scope would be similar for demolition, gas and electric services described for Option 1, but would avoid the need for flues, combustion air and ventilation ducts, as well as new mechanical rooms created.

Opinion of probable MEP construction cost is \$475,000.00

✓ \_\_\_\_\_ Accepted

### **Asbestos Removal**

In 2003 Polk County commissioned a study to determine the extent of asbestos containing material in the existing building. The report indicated a substantial amount of asbestos containing material in the building. Much of it in the insulation on the water lines and ductwork. Other areas with the asbestos include the floor tile and mastic.

The asbestos will be removed in phases to match renovation construction phasing. Construction will probably occur in three phases to allow continued occupancy and operation during the renovations.

Opinion of Probable Construction Cost: Undetermined at this time

### **Architectural Issues**

To accomplish the removal of the existing HVAC system and the asbestos many finish items will be removed including ceilings. These ceilings will be replaced with new acoustical ceilings and grid system.

Opinion of Probable Construction Cost: \$235,000.00

### **Accessibility Issues**

Accessibility issues should not be triggered due to this of work in the renovations according to my accessibility consultant.

The scope of this proposal does not include accessibility issues.

### **Scope of Services**

The Architect will provide the client architectural design services described below to accomplish the work.

A+F will prepare the design and construction documents as required for the construction of the renovation work described above. This will include the submittal of documents to the appropriate jurisdictions including the accessibility review, energy code compliance and building permits. A+F will provide the following consultants:

- Structural
- Mechanical
- Plumbing

Electrical  
Roofing

The owner will provide for the services of the asbestos testing and abatement (if required).

A+F will assist in the selection of a general contractor through the bidding process.

A+F will provide construction administration services including submittal review, site visits, review of pay applications, monthly construction meetings, and presentations to the Commissioners Court as required.

**Compensation:**

Adams + Fisher (Armand Fisher Architects, Inc.) will provide the services as described above for a lump sum fee of:

ONE HUNDRED THIRTY – SEVEN THOUSAND FIVE HUNDRED DOLLARS  
(\$137,500.00)

**Additional Services:**

The scope of services may be adjusted by mutual agreement of the Client and the Consultant. The fee for such adjustment shall be established as a fixed fee by mutual agreement or in the case of no formal agreement on an hourly basis as follows:

Armand Fisher (Principal)	\$100.00 per hour
Gary Adams (Principal)	\$100.00 per hour
Production Architect	\$100.00 per hour
Architect	\$ 80.00 per hour
Technicians	\$ 50.00 per hour
Clerical	\$ 40.00 per hour

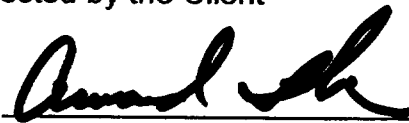
**Reimbursable Expenses:**

Reimbursable expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant directly related to the Project , as identified below:

- Transportation in connection with the project
- Reproductions and/or plots (printing costs of final documents)
- Postage, handling and delivery of the documents
- Renderings, models and mock-ups requested by the Client

**Accepted:**

\_\_\_\_\_  
**Honorable John Thompson**  
**County Judge**

  
\_\_\_\_\_  
**Armand Fisher**  
**President**



#13



OFFICE *of the* ATTORNEY GENERAL  
GREG ABBOTT

**Texas VINE  
First Amended  
Annual Maintenance  
GRANT CONTRACT  
Fiscal Year 2006**

**Polk County**

FIRST AMENDED GRANT CONTRACT  
FISCAL YEAR 2006

**THIS FIRST FISCAL YEAR 2006 AMENDED GRANT CONTRACT**, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into by and between **Polk County**, Texas hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**INDUCEMENTS**

**Whereas**, on or about 12/18/2005, the OAG and the COUNTY agreed to and executed that certain *Texas VINE Annual Maintenance Grant Contract* identified as OAG Contract No. 06-04086 hereinafter the "Original Contract."

**Whereas**, the OAG and COUNTY desire to amend and or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter.

**Whereas**, the OAG and the COUNTY intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract.

**NOW, THEREFORE**, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows:

**SECTION 1. AMENDMENTS/MODIFICATIONS**

**1.1 Amendment to Subsection 4.1 Maximum Liability of the OAG.**

The OAG and COUNTY agree to amend the Original Contract by replacing subsection 4.1 **Maximum Liability of the OAG** in the Original Contract with the following subsection:

**4.1 Maximum Liability of the OAG.** The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed **FIFTEEN THOUSAND NINETY-SIX and NO/100 DOLLARS (\$15,096)** for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

1.2 Amendment to Subsection 6.1 Initial Term

The OAG and COUNTY agree to amend the Original Contract by replacing subsection 6.1 Initial Term in the Original Contract with the following subsection:

6.1 Initial Term. This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate on August 31, 2006. The R-01 attached to this amendment describes the period of services funded under this First Amended Grant Contract. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

SECTION 2. ENTIRE AGREEMENT

The entire agreement between the OAG and the COUNTY consists of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this First Amended Grant Contract and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General

Polk County, Texas

\_\_\_\_\_  
Donald Clemmer  
Deputy Attorney General for  
Criminal Justice

\_\_\_\_\_  
By: John Thompson  
County Judge

COPY

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit R-01  
 FY06 First Amended Grant Maintenance  
 Automated Victim Notification Services  
 Polk County  
 March 1, 2006 to August 31, 2006**

**Category: Medium<sup>232</sup>:**

Subject to the terms and conditions included in the Agreement, this **Exhibit R-01 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

**Maintenance Amount.**

Customer shall pay the certified vendor a maintenance amount for continuing service determined as follows.

<b>Standard Amount<sup>233</sup></b>	<b>Discount Rate<sup>234</sup></b>	<b>Discount Amount</b>	<b>Total Annual</b>	<b># Months to 8/31/06</b>	<b>Total Renewal:</b>
\$18,870	20%	\$3,774	\$15,096	6	\$7,548

**Services After Termination.**

Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

**DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT**

<sup>232</sup> based on the size category of the county listed in *Service Price: I. County Standard Pricing Guide of the Vendor Certification*

<sup>233</sup> based on the size category of the county and the related price listed in *Service Price: I. County Standard Pricing Guide of the Vendor Certification*

<sup>234</sup> based on the number of counties participating as defined in *Service Price: IV. Discounts for Annual Service of the Vendor Certification*



### R-02 Service Agreement Renewal Notice

DATE: 3/29/2006

CUSTOMER NAME: Polk County

LOCATION: 101 West Church Street, Ste 300  
Livingston, TX 77351

PROJECT TYPE: Polk County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: 3/23/2004

SERVICE AGREEMENT RENEWAL DATE: 9/1/2005

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: 9/1/2006

PROJECT PRICING: \$15,096 (12 Month Period)

\*\* Billing Phase 1: \$7,548 (6 Months - Invoice enclosed - Not Paid)

\*\* Billing Phase 2: \$7,548 (6 Months to be billed after OAG Signature)

**AUTHORIZATION:**

APPRISS, INC., BY:

 4-13-06  
 \_\_\_\_\_  
 Signature Date

Thomas R. Seigle  
Vice-President of Government Sales

CUSTOMER BY:

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Title Name



POLK COUNTY



# 14

**BYRON LYONS**  
Chief Deputy

**KENNETH HAMMACK, Sheriff**  
1733 N. Washington  
Livingston, Texas 77351  
**(936) 327-6810**

**ALENE EDMONDS**  
Adm. Assistant

May 9, 2006

Honorable Commissioner's Court  
C/O: Judge Thompson

Dear Sir's,

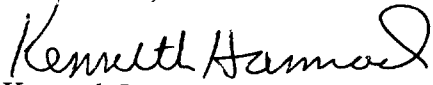
I am respectfully submitting an amendment the list of Civic and or Volunteer Organizations to be approved by as stated by article 43.10 of the Texas Code of Criminal Procedure.

1. Lions Club
2. Kiwanis Club
3. Rotary Club
4. Polk County Food Mission
5. Livingston Senior Citizen Center
6. Onalaska Senior Citizen Center
7. Corrigan Senior Citizen Center
8. Livingston Volunteer Fire Department
9. Onalaska Volunteer Fire Department
10. Indian Reservation Volunteer Fire Department
11. Indian Springs Volunteer Fire Department
12. Corrigan Volunteer Fire Department
13. Scenic Loop Volunteer Fire Department
14. Goodrich Volunteer Fire Department
15. South Polk County Volunteer Fire Department
16. Big Thicket Volunteer Fire Department
17. Segno Volunteer Fire Department
18. Livingston Parks and recreations
19. Moscow Parks and Recreations
20. Corrigan Parks and Recreations
21. Onalaska Parks and Recreations
22. Goodrich Parks and Recreations

23. Ace Parks and Receptions
24. Livingston Base Ball and Soft Ball fields
25. Corrigan Base Ball and Soft Ball Fields
26. Onalaska Base Ball and Soft Ball Fields
27. Livingston Rodeo Arena
28. Corrigan Rodeo Arena
29. Historical and County maintained Cemeteries
30. Optimist Club
31. Corrigan Veterans of Foreign Wars
32. Livingston Veterans of Foreign Wars
33. Livingston American Legion Hall
34. Dunbar High School Alumni
35. Committee to Save Dunbar High School Campus

The above list is a list of non-profit organizations, which was approved by Commissioners Court some time back. We have been asked to make an amendment to the list to include the following non-profit organizations: Livingston American Legion Hall, Dunbar High School Alumni and the Committee to Save Dunbar High School.

Thank You,

  
Kenneth Hammack, Sheriff  
Polk County, Texas

#15

POLK COUNTY TREASURER 2ND QUARTER REPORT FOR THE MONTHS OF JAN-FEB-MAR-2006

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	1,046,192.32	6,234,808.53	8,235,336.60	(954,335.75)	6,311,288.86	5,356,953.11
HOTEL TAX	6,606.91	13,445.30	12,016.12	8,036.09		8,036.09
JCTF	71,252.02	6,835.32	264.90	77,822.44		77,822.44
ROAD & BRIDGE	(974,424.41)	2,323,881.93	1,118,163.94	231,293.58	533,178.91	764,472.49
LATERAL RD	49,381.28		40,000.00	9,381.28	159,470.30	168,851.58
SECURITY	1,294.67	12,887.14	12,387.91	1,793.90	4,524.91	6,318.81
ENV SERVICE		126,634.76	126,634.76			
HURRICANE RITA REIMB		612,262.70	40,292.80	571,969.90		571,969.90
LAW LIBRARY	5,171.82	3,840.00	3,512.88	5,498.94	28,961.61	34,460.55
D A SPECIAL		7,652.95		7,652.95		7,652.95
D A HOT CHECK	(43,931.15)	13,288.19	1,102.64	(31,745.60)		(31,745.60)
AGING	(40,879.95)	52,494.26	59,016.81	(47,202.50)		(47,202.50)
SHERIFF COMMISSARY	4,481.08	14,125.98	1,173.85	17,433.21		17,433.21
DEBT SERVICE	288,980.87	2,301,728.96	2,549,020.40	41,689.43	1,010,886.29	1,052,575.72
DEBT SVC-ENV SVC					671,576.17	671,576.17
MUSEUM TRUST	1,764.59	2,013.08	3,176.42	601.25	6,874.12	7,475.37
JUDICIARY	102,663.49	163,918.26	102,400.81	164,178.94		164,178.94
SO CONTRABAND		19,714.68	4,315.18	15,399.50		15,399.50
DA CONTRABAND	55,689.32	12,238.91	60,808.20	7,120.03	90,561.46	97,681.49
OTER SEIZURES PEND	36,536.16			36,536.16		36,536.16
DRG SEIZURE PEND	3,558.44	31,340.53	34,898.97		150,182.81	150,182.81
SO CONTA (FED)						
RAP	19,232.73	34,974.00	3,557.04	50,649.69		50,649.69
CC RECORDS MGMT	20,498.28	4,453.00		24,951.28		24,951.28
DC RECORDS MGMT	1,790.00	1,035.00		2,825.00		2,825.00
PROBATION	19,552.43	374,255.71	373,703.85	20,104.29		20,104.29
TOTAL	675,610.90	12,367,827.19	12,781,784.08	261,654.01	8,967,505.44	9,229,159.45
JURY FUND	2,464.00	4,216.00	4,076.00	2,604.00		2,604.00
CREDIT CARDS JP	3,518.50	37,740.28	36,347.78	2,911.00		2,911.00
CC EMERG MGMT		1,375.00	1,325.00	50.00		50.00
CC COUNTY CLERK	150.00	6,672.60	6,587.10	235.50		235.50
JP#3		170,676.27	170,676.27			
HISTORICAL COMMISSION	2,827.66	6,079.76	2,355.55	6,551.87	348,350.94	354,902.81
MOSCOW SEWER PROJECT	13,227.86	75,284.15	88,512.01			
PAYROLL	(0.33)	1,315,051.06	1,312,070.44	2,980.29		2,980.29
PERMANENT SCHOOL	5,609.10	17.00	16.59	5,609.51	376,653.60	382,263.11
AVAILABLE SCHOOL	730.86	18.46		749.32	84,254.24	85,003.56
FED EQUITABLE SHARE	7,306.38	2,049.25	2,760.37	6,595.26		6,595.26
GRAND TOTAL	711,444.93	13,987,007.02	14,408,511.19	289,940.76	9,776,764.22	10,066,704.98

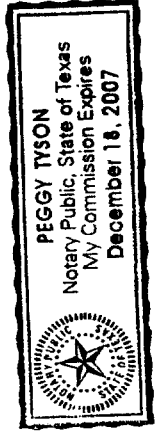
I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

*Nolan Gencie*

COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF MAY, 2006

*Peggy Tyson*



TEXPOOL INVESTMENT REPORT  
QTR ENDED 03/31/06

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
10 General	1,195,241.51	5,060,000.00		56,047.35		6,311,288.86
15 Road & Bridge	129,167.85	400,000.00		4,011.06		533,178.91
17 Lateral R & B	117,920.35	40,000.00		1,549.95		159,470.30
27 Security	4,475.71			49.20		4,524.91
32 Env Svc Operating	-			-		-
40 Law Library	28,646.84			314.77		28,961.61
61 Debt Service	341,595.20	1,300,000.00	640,000.00	9,291.09		1,010,886.29
61 DBT SVC-Env Svc	664,277.04			7,299.13		671,576.17
83 Museum Trust	8,783.16		2,000.00	90.96		6,874.12
90 SO Contraband	-			-		-
90 DA Contraband	29,852.06	60,000.00		709.40		90,561.46
90 Drg Seizure Pend	138,391.24	13,586.30	3,393.97	1,599.24		150,182.81
28 Historical Comm	344,564.83			3,786.11		348,350.94
91 Perm School	376,525.36			4,114.53	(3,986.29)	376,653.60
92 Avail School	79,372.96			894.99	3,986.29	84,254.24
Total Investments	3,458,814.11	6,873,586.30	645,393.97	89,757.78	-	9,776,764.22

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.



B. L. Dockens, County Investment Officer

COPY #16

*Budget Revisions #2006-14*

Revision  
~~AMENDMENT~~ CHANGES BY FUND

FUND DESCRIPTION  
051 AGING  
INCREASE/DECREASE  
.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

*B. L. Dockens*

B. L. DOCKENS  
COUNTY AUDITOR

*John P. Thompson*

JOHN P. THOMPSON  
COUNTY JUDGE

05/03/2006 10:28:28

REPORT OF GENERAL LEDGER AMENDMENTS

GEL125 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	04/28/2006	2K6R14	57,075.25	53,075.25	4,000.00-	MOVE FUNDS TO AUTO REPAIRS; KP		
2006 051-645-454	AUTO REPAIRS-VAN/C	04/28/2006	2K6R14	2,000.00	6,000.00	4,000.00	MOVE FUNDS FROM RAW FOODS;D KP		
TOTAL AMENDMENTS							2	TOTAL CHANGES	.00



COPY

Revision  
AMENDMENT CHANGES BY FUND

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

*B. L. Dockens*

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	79,736.56	79,714.37	MOVE FUNDS TO OFC SUPPLIES; KP	22.19-	
2006 015-623-315	OFFICE SUPPLIES	04/19/2006	2K6R14	1,000.00	1,022.19	FUNDS FROM MISCELLANEO KP	22.19	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	79,714.37	72,331.14	MOVE FUNDS TO P/T SALARIES KP	7,383.23-	
2006 015-613-108	SALARIES - PART TI	04/19/2006	2K6R14	1,007.08	7,007.08	MOVE FUNDS FROM MISCELLANEO KP	6,000.00	
2006 015-613-201	SOCIAL SECURITY	04/19/2006	2K6R14	77.04	536.04	MOVE FUNDS FROM MISCELLANEO KP	459.00	
2006 015-613-204	WORKERS COMPENSATI	04/19/2006	2K6R14	125.08	1,032.51	MOVE FUNDS FROM MISCELLANEO KP	907.43	
2006 015-613-206	UNEMPLOYMENT INSUR	04/19/2006	2K6R14	2.82	19.62	MOVE FUNDS FROM MISCELLANEO KP	16.80	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	72,331.14	63,818.41	MOVE FUNDS TO P/T SALARIES KP	8,512.73-	
2006 015-613-108	SALARIES - PART TI	04/19/2006	2K6R14	7,007.08	13,270.78	MOVE FUNDS FROM MISCELLANEO KP	6,263.70	
2006 015-613-201	SOCIAL SECURITY	04/19/2006	2K6R14	536.04	1,015.21	MOVE FUNDS FROM MISCELLANEO KP	479.17	
2006 015-613-204	WORKERS COMPENSATI	04/19/2006	2K6R14	1,032.51	2,772.92	MOVE FUNDS FROM MISCELLANEO KP	1,740.41	
2006 015-613-206	UNEMPLOYMENT INSUR	04/19/2006	2K6R14	19.62	49.07	MOVE FUNDS FROM MISCELLANEO KP	29.45	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	63,818.41	43,818.41	MOVE FUNDS TO FUEL; J. PURVIS KP	20,000.00-	
2006 015-623-330	FUEL/OIL	04/19/2006	2K6R14	50,000.00	70,000.00	MOVE FUNDS FROM MISCELLANEO KP	20,000.00	
2006 015-623-337	MATERIAL/SUPPLIES	04/19/2006	2K6R14	43,818.41	39,818.41	MOVE FUNDS TO MATERIALS/SUP KP	4,000.00-	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	4,000.00	8,000.00	MOVE FUNDS FROM MISCELLANEO KP	4,000.00	
2006 015-623-456	PARTS & REPAIRS	04/19/2006	2K6R14	39,818.41	34,818.41	MOVE FUNDS TO PARTS/REPAIRS KP	5,000.00-	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	31,572.35	36,572.35	MOVE FUNDS FROM MISCELLANEO KP	5,000.00	
2006 015-623-354	TIRES/TUBES	04/19/2006	2K6R14	34,318.41	34,318.41	MOVE FUNDS TO TIRES/TUBES; J KP	500.00-	
2006 015-623-490	MISCELLANEOUS	04/19/2006	2K6R14	6,000.00	6,900.00	MOVE FUNDS FROM MISCELLANEO KP	500.00	
2006 015-623-339	CONSTRUCTION CONTR	04/19/2006	2K6R14	34,318.41	24,318.41	MOVE FUNDS TO CONSTRUCTION/ KP	10,000.00-	
2006 015-621-490	MISCELLANEOUS	04/20/2006	2K6R14	31,900.00	41,900.00	MOVE FUNDS FROM MISCELLANEO KP	10,000.00	
2006 010-426-402	INTERPRETOR FEES -	04/20/2006	2K6R14	28,931.15	27,931.15	MOVE FUNDS TO OFC SUPPLIES; KP	1,000.00-	
2006 010-426-486	CONTRACT SVCS/COUR	04/20/2006	2K6R14	1,500.00	2,500.00	MOVE FUNDS FROM MISCELLANEO KP	1,000.00	
2006 010-597-354	TIRES/TUBES	04/20/2006	2K6R14	1,450.00	1,750.00	MOVE FUNDS TO CONTRACT/COUR KP	300.00-	
2006 010-697-456	EQUIPMENT/PARTS/RE	04/27/2006	2K6R14	500.00	390.00	MOVE FUNDS TO EQUIP/PARTS/R KP	110.00-	
2006 010-499-315	OFFICE SUPPLIES	04/28/2006	2K6R14	2,732.05	2,842.05	MOVE FUNDS FROM TIRES/TUBES KP	110.00-	
2006 010-499-487	TAX STATEMENT EXPE	04/28/2006	2K6R14	6,475.00	6,275.00	MOVE FUNDS TO TAX STMT EXPE KP	200.00-	
2006 010-560-490	MISCELLANEOUS	05/01/2006	2K6R14	38,000.00	38,200.00	MOVE FUNDS FROM OFC SUPPLIE KP	200.00	
2006 010-560-393	LAW ENFORCEMENT SU	05/01/2006	2K6R14	71,974.38	53,974.38	MOVE FUNDS FROM OFC SUPPLIE KP	18,000.00-	
2006 010-560-490	MISCELLANEOUS	05/01/2006	2K6R14	28,532.00	46,532.00	MOVE FUNDS FROM MISCELLANEO KP	18,000.00-	
2006 010-560-394	DRUG DOG EXPENSES/	05/01/2006	2K6R14	53,974.38	52,974.38	MOVE FUNDS TO DRUG DOG EXPE KP	1,000.00-	
2006 010-560-490	MISCELLANEOUS	05/01/2006	2K6R14	3,250.00	4,250.00	MOVE FUNDS FROM MISCELLANEO KP	1,000.00	
2006 010-560-330	FUEL & OIL	05/01/2006	2K6R14	52,974.38	37,974.38	MOVE FUNDS TO FUEL & OIL; K. KP	15,000.00-	
2006 010-560-490	MISCELLANEOUS	05/01/2006	2K6R14	140,000.00	155,000.00	MOVE FUNDS FROM MISCELLANEO KP	15,000.00	
2006 010-560-315	OFFICE SUPPLIES	05/01/2006	2K6R14	37,974.38	35,974.38	MOVE FUNDS TO OFC SUPPLIES; KP	2,000.00-	
2006 010-560-393	LAW ENFORCEMENT SU	05/01/2006	2K6R14	7,000.00	9,000.00	MOVE FUNDS FROM MISCELLANEO KP	2,000.00	
2006 010-560-573	CAPITAL OUTLAY PUR	05/03/2006	2K6R14	46,532.00	46,437.00	MOVE FUNDS TO CAPITAL OUTLA KP	95.00-	
2006 015-624-490	MISCELLANEOUS	05/03/2006	2K6R14	10,000.00	10,095.00	MOVE FUNDS FROM LAW ENFORCE KP	95.00	
2006 015-624-354	TIRES/TUBES	05/03/2006	2K6R14	58,265.35	54,265.35	MOVE FUNDS TO TIRES/TUBES; T KP	4,000.00-	
2006 015-624-354	TIRES/TUBES	05/03/2006	2K6R14	7,500.00	11,500.00	MOVE FUNDS FROM MISCELLANEO KP	4,000.00	

TOTAL AMENDMENTS 42 TOTAL CHANGES .00

#17

VOL.

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Budget Amendments  
# 2006-14(a)

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
014 GENERAL FUND	1,278,321.25
015 ROAD & BRIDGE AEM	523,228.70-
017 LATERAL ROAD FUND	69,250.29

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

3. L. DOCKERS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

VOL.

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ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	CHANGE	DESCRIPTION	CLK
05/09/2006	11:47:58							
REPORT OF GENERAL LEDGER AMENDMENTS								
2006 010-342-426	BLINE TRANSFERT OF 05/09/2006	05/09/2006	2K6A14	779.00	779.00	0.00	AMEND CK A-1 HONEY RAIL BON KP	
2006 010-342-551	TRA PATROL REIMBUR 05/09/2006	05/09/2006	2K6A14	13,829.97	91,461.22	77,631.25	AMEND CK TRA,REIMBURSE SHER KP	
	TOTAL AMENDMENTS		2	14,609.00	92,240.22	77,631.25		
2006 010-367-130	SHERIFFS DONATED M 05/09/2006	05/09/2006	2K6A14	1,600.00	2,100.00	500.00	AMEND FOR DONATION-CRIMSTO KP	
2006 010-367-130	SHERIFFS DONATED M 05/09/2006	05/09/2006	2K6A14	2,400.00	2,400.00	0.00	AMEND DONATION-FIRST STATE KP	
2006 010-367-130	SHERIFFS DONATED M 05/09/2006	05/09/2006	2K6A14	2,400.00	2,400.00	0.00	AMEND DONATION-FIRST NATION KP	
	TOTAL AMENDMENTS		3	6,400.00	6,900.00	500.00		
2006 010-512-426	TRAVEL - TRANSPORT 05/09/2006	05/09/2006	2K6A14	15,000.00	15,779.00	779.00	AMEND CK A-1 HONEY RAIL BON KP	
	EXPENSE SUMMARY - JAIL					779.00		
	TOTAL AMENDMENTS		1	15,000.00	15,779.00	779.00		
2006 010-560-105	SALARIES	05/09/2006	2K6A14	1,361,412.52	1,373,044.04	11,631.52	AMEND CK TRA,REIMBURSE SHER KP	
2006 010-560-201	SOCIAL SECURITY	05/09/2006	2K6A14	113,469.16	114,351.50	882.34	AMEND CK TRA,REIMBURSE SHER KP	
2006 010-560-203	RETIREMENT	05/09/2006	2K6A14	102,250.76	103,074.52	823.76	AMEND CK TRA,REIMBURSE SHER KP	
2006 010-560-204	WORKERS COMPENSATI	05/09/2006	2K6A14	79,041.72	79,491.28	449.56	AMEND CK TRA,REIMBURSE SHER KP	
2006 010-560-206	UNEMPLOYMENT INSUR	05/09/2006	2K6A14	4,096.08	4,129.87	33.79	AMEND CK TRA,REIMBURSE SHER KP	
2006 010-560-573	CAPITAL OUTLAY FOR 05/09/2006	05/09/2006	2K6A14	10,095.00	10,595.00	500.00	AMEND DONATION-CRIMSTOPPER KP	
2006 010-560-573	CAPITAL OUTLAY FOR 05/09/2006	05/09/2006	2K6A14	10,595.00	11,095.00	500.00	AMEND DONATION-FIRST STATE KP	
2006 010-560-573	CAPITAL OUTLAY FOR 05/09/2006	05/09/2006	2K6A14	11,095.00	11,595.00	500.00	AMEND DONATION-FIRST NATION KP	
	EXPENSE SUMMARY - SHERIFF DEPT					15,329.97		
	TOTAL AMENDMENTS		8	11,095.00	11,595.00	500.00		
2006 010-645-411	PAUPER CARE AND LO 05/09/2006	05/09/2006	2K6A14	10,600.00	17,500.00	7,500.00	AMEND FOR ADDITIONAL EXPENSE KP	
	EXPENSE SUMMARY - SOCIAL SERV					7,500.00		
	TOTAL AMENDMENTS		1	10,600.00	17,500.00	7,500.00		
2006 010-700-011	TRANSFER TO R & B 05/09/2006	05/09/2006	2K6A14	.00	1,270,821.25	1,270,821.25	AMEND TO MOVE FUNDS FROM GS KP	
	TOTAL AMENDMENTS		1	.00	1,270,821.25	1,270,821.25		
2006 015-370-610	TRANSFER FROM GENB 05/09/2006	05/09/2006	2K6A14	.00	1,270,821.25	1,270,821.25	AMEND TO TRANSFER FUNDS FROM KP	
	TOTAL AMENDMENTS		1	.00	1,270,821.25	1,270,821.25		
2006 015-613-100	PCT 3 PERM RD BUDG 05/09/2006	05/09/2006	2K6A14	.00	123,801.34	123,801.34	AMEND FOR FY03 BUDGET CARRY KP	
	PRECINCT#3-PERM RD EXP SUMMARY					123,801.34		
	TOTAL AMENDMENTS		1	.00	123,801.34	123,801.34		
2006 015-614-100	PCT 4 PERM RD BUDG 05/09/2006	05/09/2006	2K6A14	.00	347,124.08	347,124.08	AMEND FOR FY05 BUDGET CARRY KP	
	PRECINCT#4-PERM RD EXP SUMMARY					347,124.08		
	TOTAL AMENDMENTS		1	.00	347,124.08	347,124.08		
2006 015-620-300	PCT3 PERM ROAD BUD 05/09/2006	05/09/2006	2K6A14	.00	80,100.74	80,100.74	AMEND FOR FY05 BUDGET CARRY KP	
2006 015-620-400	PCT4 PERM ROAD BUD 05/09/2006	05/09/2006	2K6A14	.00	64,028.94	64,028.94	AMEND FOR FY05 BUDGET CARRY KP	
	PERMANENT ROAD EXPENDITURES					144,129.68		
	TOTAL AMENDMENTS		2	.00	144,129.68	144,129.68		
2006 015-621-100	PCT 1 BUDGET CARRY 05/09/2006	05/09/2006	2K6A14	.00	60,672.03	60,672.03	AMEND FOR FY05 CARRYOVER,PC KP	
	PRECINCT #1 - EXPENSE SUMMARY					60,672.03		
	TOTAL AMENDMENTS		1	.00	60,672.03	60,672.03		
2006 015-622-100	PCT 2 BUDGET CARRY 05/09/2006	05/09/2006	2K6A14	.00	816.76	816.76	AMEND FOR FY05 CARRYOVER,PC KP	
	PRECINCT #2 - ROAD & BRIDGE					816.76		
	TOTAL AMENDMENTS		1	.00	816.76	816.76		
2006 015-623-100	PCT 3 BUDGET CARRY 05/09/2006	05/09/2006	2K6A14	.00	24,247.14	24,247.14	AMEND FOR FY05 BUDGET CARRY KP	
	PRECINCT #3 EXPENSE SUMMARY					24,247.14		
	TOTAL AMENDMENTS		1	.00	24,247.14	24,247.14		
2006 015-624-100	PCT 4 BRIGST CARRY 05/09/2006	05/09/2006	2K6A14	.00	48,435.04	48,435.04	AMEND FOR FY05 CARRYOVER,PC KP	
	PRECINCT #4 EXPENSE SUMMARY					48,435.04		
	TOTAL AMENDMENTS		1	.00	48,435.04	48,435.04		
2006 017-623-100	LATERAL RD CARRYOV 05/09/2006	05/09/2006	2K6A14	.00	12,187.00	12,187.00	AMEND FOR FY05 CARRYOVER,PC KP	
	TOTAL AMENDMENTS		1	.00	12,187.00	12,187.00		

05/09/2006 11:47:58

REPORT OF GENERAL LEDGER AMENDMENTS

ACCOUNT NUMBER ACCOUNT NAME DATE

2006 017-624-100 LATERAL ED CARRYOV 05/09/2006 2K6314

AMOUNT NUMBER

OLD BUDGET AMENDED BUDGET

AMOUNT AMOUNT

AMOUNT OF CHANGE

CLK

-00 57,863.29  
1 TOTAL CHANGES

57,863.29  
57,863.29  
AMEND FOR FY05 CARRYOVER;PC XP

GH122 PAGE 2



AC# 702

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,803.65
	-----
TOTAL OF ALL FUNDS	4,803.65

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

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

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

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 703

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,859.12
015	ROAD & BRIDGE ADM	6,226.58
027	SECURITY	202.56
048	DISTRICT ATTY SPECIAL FUND	638.50
051	AGING	614.22
083	MUSEUM OPERATING FUND	55.94
101	ADULT SUPERVISION	4,114.34
185	CCAP - JUVENILE PROBATION	1,851.64
		-----
	TOTAL OF ALL FUNDS	37,562.90

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



ACH 704

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,579.80
015	ROAD & BRIDGE ADM	1,456.20
027	SECURITY	47.36
048	DISTRICT ATTY SPECIAL FUND	149.32
051	AGING	143.64
083	MUSEUM OPERATING FUND	13.08
101	ADULT SUPERVISION	962.22
185	CCAP - JUVENILE PROBATION	433.04
TOTAL OF ALL FUNDS		8,784.66

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

ACH 705

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,606.12
015	ROAD & BRIDGE ADM	3,399.34
027	SECURITY	74.46
048	DISTRICT ATTY SPECIAL FUND	602.32
051	AGING	166.81
083	MUSEUM OPERATING FUND	19.16
101	ADULT SUPERVISION	3,062.13
185	CCAP - JUVENILE PROBATION	1,236.92
TOTAL OF ALL FUNDS		25,167.26

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

ACH 706

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	141,490.18
015	ROAD & BRIDGE ADM	38,823.44
027	SECURITY	1,299.73
048	DISTRICT ATTY SPECIAL FUND	3,792.57
051	AGING	4,075.25
083	MUSEUM OPERATING FUND	365.95
101	ADULT SUPERVISION	23,144.93
185	CCAP - JUVENILE PROBATION	10,244.93
TOTAL OF ALL FUNDS		223,236.98

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	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 *John P. Thompson*

COUNTY JUDGE \_\_\_\_\_

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
048 DISTRICT ATTY SPECIAL FUND	364.06
	-----
TOTAL OF ALL FUNDS	364.06

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 709

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	53,531.75
015	ROAD & BRIDGE ADM	13,363.40
027	SECURITY	421.53
048	DISTRICT ATTY SPECIAL FUND	360.45
051	AGING	1,424.65
083	MUSEUM OPERATING FUND	126.96
101	ADULT SUPERVISION	9,690.99
185	CCAP - JUVENILE PROBATION	4,337.06
TOTAL OF ALL FUNDS		83,256.79

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,359.25
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,887.62
185	CCAP - JUVENILE PROBATION	1,056.65
TOTAL OF ALL FUNDS		4,603.52

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	306,955.22
015	ROAD & BRIDGE ADM	9,626.50
		-----
	TOTAL OF ALL FUNDS	316,581.72

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

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

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

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

COUNTY JUDGE *John P. Thompson*



SCHEDULE OF BILLS BY FUND

ACH 710  
VOL. 52 PAGE 1227

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	125.36
TOTAL OF ALL FUNDS	----- 125.36

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

VOL. **52** PAGE **1228**

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29.32
	TOTAL OF ALL FUNDS	----- 29.32

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	111.59
101	ADULT SUPERVISION	.00
	TOTAL OF ALL FUNDS	111.59

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	751.31
TOTAL OF ALL FUNDS	751.31

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

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

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

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE \_\_\_\_\_

SCHEDULE OF BILLS BY FUND

ACH 714  
VOL. 52 PAGE 1231

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	27,697.00
088 JUDICIARY FUND	138,440.65
	-----
TOTAL OF ALL FUNDS	166,137.65

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	142.25
	-----
TOTAL OF ALL FUNDS	142.25

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	249,917.50
015	ROAD & BRIDGE ADM	81,734.89
027	SECURITY	1,154.12
049	DISTRICT ATTY HOT CHECK FUND	14.80
051	AGING	3,207.08
083	MUSEUM OPERATING FUND	12.56
088	JUDICIARY FUND	22,416.05
101	ADULT SUPERVISION	277.04
185	CCAP - JUVENILE PROBATION	15,226.74
	TOTAL OF ALL FUNDS	373,960.78

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	103,384.74
015	ROAD & BRIDGE ADM	23,344.61
027	SECURITY	540.38
051	AGING	1,098.76
185	CCAP - JUVENILE PROBATION	6,888.58
TOTAL OF ALL FUNDS		135,257.07

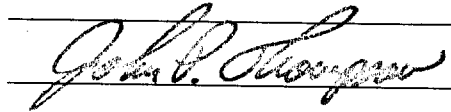
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	13,982.77
015	ROAD & BRIDGE ADM	1,172.63
051	AGING	499.84
088	JUDICIARY FUND	443.70
	TOTAL OF ALL FUNDS	16,098.94

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	4,187.84
015	ROAD & BRIDGE ADM	531.55
051	AGING	531.87
088	JUDICIARY FUND	5.95
TOTAL OF ALL FUNDS		5,257.21

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

\_\_\_\_\_

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	101,914.36
011 HOTEL OCCUPANCY TAX FUND	1,287.90
015 ROAD & BRIDGE ADM	37,203.69
040 LAW LIBRARY FUND	415.90
093 CO CLERK RECORDS MGMT FUND	955.00
	-----
TOTAL OF ALL FUNDS	141,776.85

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	15,479.19
	TOTAL OF ALL FUNDS	15,479.19

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

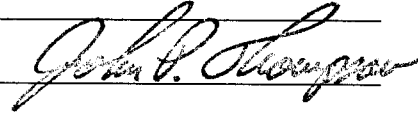
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ADDENDUM  
SCHEDULE OF BILLS FOR  
MAY 9, 2006  
FY 2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
NALCOM WIRELESS	RADIO REPAIR	R & B #2	015-622-456	\$ 122.00
A TO Z TIRE	SERVICE CALL	R & B #3	015-623-354	\$ 130.00
APPRISS, INC.	VINE MAINTENANCE FEE	SHERIFF	010-560-400	\$ 7,548.00
* CHEROKEE COUNTY CLERK	COMMIT-RUSK STATE HOSPITAL	SOCIAL SRV	010-645-411	\$ 367.00
* CHEROKEE COUNTY CLERK	COMMIT-RUSK STATE HOSPITAL	SOCIAL SRV	010-645-411	\$ 367.00
* CHEROKEE COUNTY CLERK	COMMIT-RUSK STATE HOSPITAL	SOCIAL SRV	010-645-411	\$ 367.00

TOTAL \$ 8,901.00

\* PENDING APPROVAL OF BUDGET AMENDMENTS



#19

COPY

Revised list

DATE: APRIL 26 THROUGH MAY 9, 2006

VOL.

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NO.	EMPLOYEE	DEPT.	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	CHERYL ANN LYONS MARTIN	EMERGENCY MANAGEMENT	102 - SECRETARY II	REGULAR FULL-TIME	12/01 \$20,534.85	NEW HIRE EFFECTIVE 05/22/2006
(2)	BILLY A. JORDAN	ROAD & BRIDGE, PCT. #3	108 - HEAVY EQUIPMENT OPERATOR	LABOR POOL (-900)	16(02) \$12.33 / Hr	TRANSFER TO ROAD & BRIDGE, PCT. #2, REG FT, #108 - HEAVY EQUIPMENT OPERATOR, (16/02) (\$25,645.22) EFFECTIVE 05/17/2006 Additional
(3)						
(4)						
(5)						
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(20)						
(21)						
(22)						
(23)						

#20

BUDGET AMENDMENT  
CARRYOVER  
FYE SEPT. 30, 2005  
ROAD AND BRIDGE FUND  
AND LATERAL ROAD FUND  
FY2006

DEPARTMENT	EXPENSE CODE	FY05 FINAL BUDGET	FY05 YEAR TO DATE EXPENDITURES	FY05 BUDGET CARRYOVER
<b><u>ROAD &amp; BRIDGE FUND</u></b>				
PRECINCT #1 PERMANENT ROAD SUMMARY	015-611-100	0.00	0.00	0.00
PRECINCT #2 PERMANENT ROAD SUMMARY	015-612-100	150,411.62	150,411.62	0.00
PRECINCT #3 PERMANENT ROAD SUMMARY	015-613-100	224,974.97	101,173.63	123,801.34
PRECINCT #4 PERMANENT ROAD SUMMARY	015-614-100	522,556.93	175,432.85	347,124.08
PRECINCT #1 PERMANENT ROAD SUMMARY	015-620-100	0.00	0.00	0.00
PRECINCT #2 PERMANENT ROAD SUMMARY	015-620-200	45,000.00	45,000.00	0.00
PRECINCT #3 PERMANENT ROAD SUMMARY	015-620-300	80,100.74	0.00	80,100.74
PRECINCT #4 PERMANENT ROAD SUMMARY	015-620-400	372,787.10	308,758.16	64,028.94
PRECINCT #1 REGULAR BUDGET SUMMARY	015-621-100	769,216.40	708,544.37	60,672.03
PRECINCT #2 REGULAR BUDGET SUMMARY	015-622-100	638,547.48	639,364.24	(816.76)
PRECINCT #3 REGULAR BUDGET SUMMARY	015-623-100	1,673,966.02	1,649,718.88	24,247.14
PRECINCT #4 REGULAR BUDGET SUMMARY	015-624-100	1,030,554.18	982,119.14	48,435.04
<b><u>LATERAL ROAD FUND</u></b>				
PRECINCT #1 LATERAL ROAD SUMMARY	017-621-100	7,344.00	7,344.00	0.00
PRECINCT #2 LATERAL ROAD SUMMARY	017-622-100	10,053.10	10,053.10	0.00
PRECINCT #3 LATERAL ROAD SUMMARY	017-623-100	12,187.00	0.00	12,187.00
PRECINCT #4 LATERAL ROAD SUMMARY	017-624-100	57,063.29	0.00	57,063.29

\*\*THE APPROVAL OF THIS BUDGET AMENDMENT AUTHORIZES THE CONTINUANCE OF DEFICIT SPENDING,  
PENDING THE COMMISSIONERS' COURT ADDRESSING THE DEFICIT IN THE ROAD AND BRIDGE FUND

#22

POLK COUNTY CONSTABLE PCT.4  
CONSTABLE MARVIN TAYLOR

05/03/2006

To: Judge John Thompson;

I am submitting a request to employee Jerry Grissom as a reserve deputy constable with my office. Mr. Grissom holds a Master Peace Officer license with the State of Texas, and has over 30 years of experience. I feel Mr. Grissom will be asset to Polk County and my department.

Sincerely,

  
Marvin Taylor  
Constable Pct. 4





Merchants Bonding Company (Mutual)

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
(515) 243-8171 • (512) 243-0344 FAX

AUSTIN OFFICE  
P.O. BOX 26720  
AUSTIN, TX 78755-0720  
(512) 343-9033 • (512) 343-8363 FAX

TX 598035

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Polk

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Jerry Grissom, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Polk Co. Constable Prec. 4, his/her successors in office, in the sum of Two Thousand and no/100 (\$ 2,000.00) DOLLARS, for the payment of which we  
(Not valid if filled in for more than \$25,000.00)

hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 9th day of May, 2006, duly appointed to the office of Reserve Deputy  
(Elected - Appointed)

in and for Polk County in the State of Texas, for a term of 1 year(s) commencing on the 9th day of May, 2006

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required by law as the aforesaid officer, and shall<sup>4</sup>

faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 9th day of May

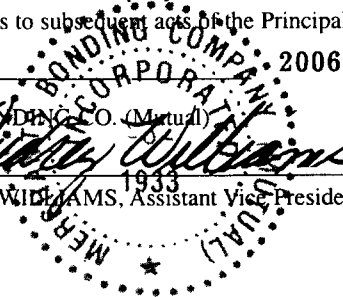
Jerry Grissom

Principal

MERCHANTS BONDING CO. (Mutual)

By:

AUDREY WILLIAMS, Assistant Vice President



ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of POLK

Before me, Marcia Cook, a Notary Public, on this day personally appeared

Jerry Grissom known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Livingston, Texas

this 9th day of May, 2006

Marcia Cook  
POLK County, Texas.



OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas.

OATH OF OFFICE (General)

I, Jerry Grissom, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Deputy Constable, Pct. 4 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at Livingston, Texas, this 9th day of

May, 2006



Marcia Cook  
POLK County, Texas.

THE STATE OF TEXAS

County of POLK

The foregoing bond of Jerry Grissom as

Reserve Deputy Constable, Pct. 4 and for POLK County and State of Texas, this 9th day approved in open Commissioner's Court.

ATTEST Barbara Middleton Clerk  
County Court POLK County

Date May 9, 2006  
John S. Thompson County Judge  
POLK

THE STATE OF TEXAS

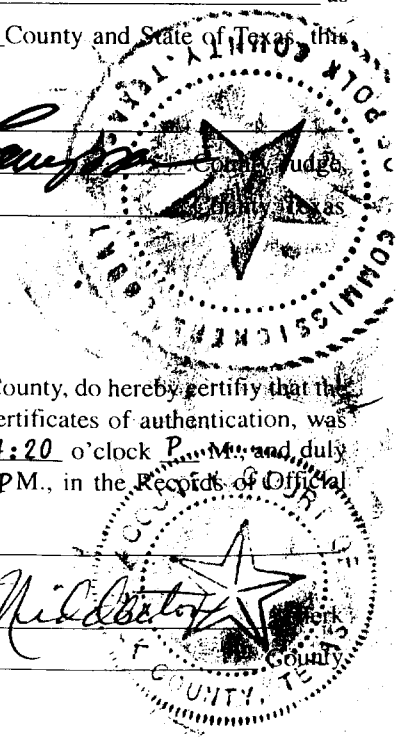
County of Polk

I, Barbara Middleton, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 9th day of May, 2006, with its certificates of authentication, was filed for record in my office the 11th day of May, 2006, at 4:20 o'clock P.M. and duly recorded the 11th day of May, 2006, at 4:20 o'clock PM., in the Records of Official Bonds of said County in Volume 1508, on page 631.

WITNESS my hand and seal of the County Court of said County, at office in Livingston Texas, the day and year last above written.

By Diana Gray Deputy

Barbara Middleton Clerk  
County Court \_\_\_\_\_



FILED FOR RECORD

2006 MAY 11 P 4: 20

CKR

*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK

State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON hereby certify that this instrument  
was FILED in the file number sequence on the date and at the time  
stamped hereon by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS of  
Polk County, Texas as stamped hereon by me.

MAY 11 2006



*Barbara Middleton*  
COUNTY CLERK  
POLK COUNTY, TEXAS

630 11128 17

VOL. 52 PAGE 1246

#23

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This agreement is entered into by and between the County of Fort Bend, Texas, hereinafter called "County" and the County of Polk, Texas, hereinafter called "Contractor".

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the Contractor are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the Contractor specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I  
TERM AND EFFECTIVE DATE

- 1.01 TERM: This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year.
- 1.02 RENEWAL: This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.

- 1.03 **TERMINATION:** This Agreement shall terminate on the one-year anniversary of any term, original or renewal. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 1.04 This Agreement is also subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any County's inmates.

## ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

- 2.01 **PURPOSE:** Contractor warrants that the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards and other applicable Texas State and Federal Law as applicable to prison facilities.
- 2.02 **HOUSING AND CARE OF INMATES:** Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set out herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.
- 2.03 **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for medical services, other than routine medical services included in the per-day rate.
- 2.04 **OFF-SITE SERVICES:** The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to

- monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization and/or medical care. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmate's medical, dental and mental health record for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 INMATE MEDICAL REPORT: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 FACILITY INSPECTION: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.
- 2.10 TRANSPORTATION AND OFF-SITE SECURITY: Contractor is solely responsible for the transportation of inmates between the County Jail and Contractor Facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 COURT APPEARANCES: Contractor shall be responsible for the transportation of County inmates to/from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 TRANSPORTATION TO TDCJ: Contractor is responsible for the transport of County inmates to the Texas Department of Criminal Justice, Institutional Division, as part of the services covered by the per day rate.
- 2.13 GUARD SERVICE: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15 per hour/per guard.
- 2.14 SPECIAL PROGRAMS: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement to the provision of special programs.
- 2.15 LOCATION AND OPERATION OF FACILITY: Contractor shall provide the detention services described herein at the Polk County IAH Secure Detention Facility, Livingston, Texas, operated by CiviGenics Texas, Inc.
- 2.16 ADMITTING AND RELEASING: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain

records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.

- 2.17 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 30 calendar days, or unless a different time is agreed upon by both parties.

### ARTICLE III FINANCIAL PROVISIONS

- 3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is forty-nine dollars (\$49.00) per man-day. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that County may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Contractor will bill for the day of arrival, but not for the day of departure.
- 3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County, in arrears. Such invoice will include a list of each of inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Polk County, Texas and will be remitted to:

Polk County Auditor  
516 W. Church  
Livingston, Texas 77351

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

### ARTICLE IV ACCEPTANCE OF IMATES

- 4.01 COMPLIANCE WITH LAW: Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any



- time that Contractor's Sheriff determines that a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of County eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirement set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate an appropriate inmate of County.
- 4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's Sheriff. Inmates may also be required to be removed from Contractor's facility when their classification changes for any purpose, including long-term medical segregation.
- 4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmates behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County jail shortly before the discharge date and for County to discharge the inmate from the County jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by

law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising there from. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V  
MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Polk County Auditor  
516 W. Church  
Livingston, Texas 77351

To County: Fort Bend County  
Attn: Robert Hebert, County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

Copy to: Milton Wright, Fort Bend County Sheriff  
1410 Ransom Road  
Richmond, Texas 77469

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts the respective parties hereto.
- 5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 REPRESENTATION: Contractor understands and agrees that Polk County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Fort Bend County.
- 5.06 INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
- 5.07 SEVERABILITY: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found

- to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 LIABILITY: This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 5.09 CHOICE OF LAW AND VENUE: Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, Fort Bend County, in the administrative or judicial forum with appropriate jurisdiction.
- 5.10 APPROVALS: This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 FUNDING SOURCE: County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below certifies that there is sufficient funds from current revenues available to County to meet its obligations under this Agreement.

*The remainder of this page was intentionally left blank.*

ARTICLE VI.  
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been  
executed in duplicate originals as follows:

**FORT BEND COUNTY:**

\_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST:

\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

Approved: \_\_\_\_\_  
Sheriff Milton Wright

**POLK COUNTY:**

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
Polk County Clerk

Approved: \_\_\_\_\_  
Polk County Sheriff

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available to pay the obligation of Fort Bend County  
within the foregoing Agreement.

\_\_\_\_\_  
County Auditor

MER:Polk County Jail.Agr.3357-Jail(022106)

A copy of this signed contract should be hand delivered or mailed to:  
**CiviGenics Texas, Inc. Director of Marketing**  
**1105 Wooded Acres Suite 545**  
**Waco, TX 76710**

MAY 08, 2006 08:39A Restoration & Environmen (512)363-5729

#24

COPY

# Restoration & Environmental Services

P.O. Box 771 Buchanan Dam, TX 78609 (512) 585-2264 Fax (512)363-5729

## Proposal

May 8, 2006

Polk County Courthouse  
Attn: Jay Burks

R.E.S. is pleased to present the following estimate for the mold remediation of the Polk County Courthouse. All removable items within the basement area containments shall be heap vacuumed or wiped and cleaned with an approved cleaning solution and packed in box to be turned over to Owner for storage. All sheetrock identified on the remediation drawing will be removed from the floor to 4 feet. Any additional sheetrock removal required will be calculated on a unit price. All carpet and cove base will be removed within the affected areas. All hard surfaces shall be HEPA vacuumed and wiped down inside the containment.

Polk County Courthouse agrees to furnish a 20 yd open top dumpster for disposal of material.

R.E.S. agrees to perform the work for the total of \$13,900.00 (Thirteen Thousand Nine Hundred Dollars & 00/100) payable as follows:

Down payment upon acceptance \$6,950.00  
Balance payable upon completion of project

- \*\*\* OWNER TO PROVIDE ELECTRICAL SERVICE AND WATER TO EACH LOCATION.
- \*\*\* THIS AGREEMENT DOES NOT INCLUDE ANY MONITORING, CONSULTING, OR TEXAS DEPARTMENT STATE HEALTH SERVICE FEES.

Restoration & Environmental Services will complete the project in accordance with Texas Department of State Health Services Guideline.

Thank you,  
  
Reagan Sivallon

\_\_\_\_\_  
Authorized signature of owner

Bid price good for 60 days from date above

MAY 08, 2006 08:39A Restoration & Environmen (512) 363-5729

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# Restoration & Environmental Services

P.O. Box 773 Buchanan Dam, TX 78609 (512) 585-2264 Fax (512) 363-5729

## Mold Remediation Work Plan

Location: The Polk County Courthouse  
101 W. Church St  
Livingston, TX

The source of the water intrusion at the above address was the result of a broken water pipe located in the pipe chase in Room 104 in the basement. Restoration & Environmental Services will perform all remediation actions within The Texas Mold Assessment and Remediation Rules as effected 16 May 2004.

### Personal Protection:

All licensed workers entering the containment area will be required to disposable clothing and MSHA/NIOSH approved half face respirators. All workers performing cleaning or removal activities will be required to wear eye protection.

### Containment and Decontamination Unit:

Restoration & Environmental Services will apply critical barriers on all windows, doors, electrical panels and drains. Negative Pressure will be established inside of the containment before and remediation is performed. A single chamber dry decontamination chamber will be installed to allow workers to enter and exit the remediation containment.

### Notice Signs:

NOTICE: Mold remediation signs will be displayed at all entrances to the location.

### Disinfectants:

Cleaning shall consist of using a commercial grade detergent and water solution and will be applied to all exposed non-porous surfaces.

*ER* 5/13/06

MAY 08, 2006 08:40A Restoration &amp; Environmen (512) 363-5729

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**Scope of Work:**

All removable items within the basement area containments shall be heap vacuumed or wiped and cleaned with an approved cleaning solution and packed in box to be turned over to Owner. All sheetrock identified on the remediation drawing will be removed from the floor to 4 feet. All carpet and cove base will be removed within the affected areas. All hard surfaces shall be HEPA vacuumed and wiped down inside the containment.

**Clearance:**

A total of seven samples will be taken for the clearance. They will consist of five samples taken inside the containment areas, and the other two samples will be taken at the front and the rear of the exterior. The clearance samples will be collected on air-o-cell cassettes at a flow rate of 15 lpm. Clearance will be achieved when all air samples results indicate the areas within the containment are equal to the mold samples taking on the exterior.



Reagan Sivadon Lic: MRC0209

5-8-06

