



POLK COUNTY COMMISSIONERS COURT

November 28, 2006

Polk County Courthouse, 3rd floor

10:00 A.M.

2006-139

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.**

This item is included on the Agenda to allow public comments on topics that may or may not appear on this agenda. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Public comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of five (5) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced and furnished by the presenter.

3. **INFORMATIONAL REPORTS.**

This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.

NEW BUSINESS

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).

- A. APPROVE MINUTES OF PREVIOUS MEETING/S: November 13, 2006 (Special Session), November 14, 2006 (Regular Session) and November 20, 2006 (Special Session).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. RECEIVE RACIAL PROFILE REPORT FROM CONSTABLE, PRECINCT 1.
- G. CONSIDER APPROVAL OF EQUIPMENT & SERVICE AGREEMENT WITH AT&T CORPORATION PURSUANT TO INDIGENT DEFENSE DISCRETIONARY GRANT FUNDS AWARD.
- H. CONSIDER APPROVAL TO EXERCISE SECOND YEAR OF TWO-YEAR AGREEMENT FOR INDEPENDENT AUDITING SERVICES.
- I. CONSIDER APPROVAL OF TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM HURRICANE RITA DISASTER CONTRACT #100762 "OWNER-OCCUPIED HOUSING ASSISTANCE" (ROUND TWO FUNDING), INCLUDING RELATED CONTRACT FORMS.
- J. CONSIDER APPROVAL OF LETTER OF AGREEMENT WITH UTMB AT GALVESTON, EXTENDING CURRENT LEASE AGREEMENT FOR OFFICE SPACE AT 410 E. CHURCH, LIVINGSTON, ON A MONTH-TO-MONTH BASIS BEGINNING DECEMBER 1, 2006.
- K. CONSIDER APPROVAL OF CAPITAL OUTLAY PURCHASES FROM FUND BALANCES TO BE REIMBURSED BY THE FY2007 YEAR END ISSUANCE OF AUTHORIZED DEBT.

5. CONSIDER APPROVAL OF PROCLAMATION IN RECOGNITION OF 100TH ANNIVERSARY OF "THE COUNTY EXTENSION AGENT".
6. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2007-11 "PURCHASE OF (15) SHERIFF'S DEPARTMENT VEHICLES, WITH TRADE-IN OF (9) USED SHERIFF'S DEPARTMENT VEHICLES", INCLUDING PURCHASE OF ONE (1) ADDITIONAL PATROL VEHICLE TO REPLACE RECENTLY WRECKED VEHICLE.
7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RENEWAL OF LEASE AGREEMENT FOR SOUTHLAND PARK CONCESSION, EXPIRING DECEMBER 31, 2007.
8. DISCUSS ROAD BOND ISSUE.
9. CLARIFY RECORDED VOTE TAKEN NOVEMBER 14, 2006 ON AGENDA ITEMS 21 & 22.

10. CONSIDER OFFERS ON TAX FORECLOSURE PROPERTIES:

PRECINCT 1:

- Lots 535, 536, 537, 538, 539, 540, 547, 548, 549, 550, 551, 552, 559, 560, 561, 562, 563 & 564, Green Acres, Cause No. T04-124.
- Lots 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 17-D/Space 8 and 17-E/Space 57, T. Stubblefield Survey, Abstract 525, Cause No. 94-003.

PRECINCT 2:

- Lot 43, Lake Livingston Reel & Rifle #2, Cause No. 99-092.

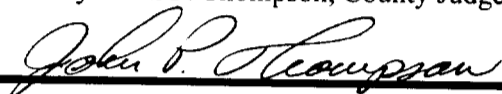
PRECINCT 4:

- Lots 1, 2, 3 & 4 Indian Springs Lake Estates #6, Cause No. T05-098 & Cause No. T05-111.

11. CONSIDER PRECINCT 4 COMMISSIONER'S REQUEST FOR APPROVAL TO ADVERTISE FOR BIDS FOR THE REPAIR/REPLACEMENT OF BRIDGES/CULVERTS, AS FOLLOWS: TOM CUMMINGS RD (BRIDGE #1); TOM CUMMINGS RD (BRIDGE #2); KING ROW (CULVERT) AND BAXTER RD (CULVERT), WITH PAYMENT FROM ROAD & BRIDGE FUND BALANCE AND INCLUSION ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF DEBT.

ADJOURN

By: John P. Thompson, County Judge



Posted: November 22, 2006

I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, November 22, 2006 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY:

Shelana Walker (Deputy)

FILED FOR RECORD

2006 NOV 22 P 4: 01


BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: NOVEMBER 28, 2006

COUNTY OF POLK §

REGULAR MEETING

All Members - Present

COMMISSIONERS COURT
AGENDA POSTING #2006 - 139

BE IT REMEMBERED ON THIS THE 28th DAY OF NOVEMBER, 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, & VERNON LOFTIN INTERUM 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 GIVEN BY JAY BURKS OF MAINTENANCE ENGINEERING DEPT.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY KENNETH HAMBRICK.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR REPORTED ON DISASTER FUNDS ANTICIPATED FROM STATE OR F.E.M.A. NOTHING HAS BEEN RECEIVED YET.
 - B. JUDGE THOMPSON REPORTED THAT HE SPOKE TO CONGRESSMAN KEVIN BRADY, VIA CONFERENCE CALL, ABOUT THE FEDERAL FUNDS NEEDED FOR DECLARATION OF DISASTER THE COUNTY RECIEVED DURING THE OCTOBER 16, 2006 RAINS.
 - C. COMMISSIONER PURVIS ANNOUNCED THAT ASPHALT ZIPPER COMPANY WILL HAVE A DEMONSTRATION FOR AN ASPHALT APPLICATION FOR PAVING ROADS, TODAY AT 1:00 P.M. IN REILY VILLAGE - CORRIGAN.

NEW BUSINESS**4. CONSENT AGENDA**

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE ALL ITEMS OF THE CONSENT AGENDA.

ALL VOTING YES.

- A. APPROVAL OF MINUTES FOR PREVIOUS MEETINGS, NOVEMBER 13, 2006 (Special) NOVEMBER 14, 2006 (Regular) AND NOVEMBER 20, 2006 (Special) MEETINGS.
- B. APPROVAL OF BUDGET REVISIONS #2007-03, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVAL OF BUDGET AMENDMENTS #2007-03(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL OF SCHEDULE OF BILLS. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
11/07/06	1,374.00	95787 - 95843
11/07/06	1,020.00	95844 - 95879
11/07/06	318.00	95880 - 95898
11/07/06	78.00	95899 - 95911
11/07/06	886.00	95912 - 95974
11/07/06	798.00	95975 - 96018
11/07/06	2,164.00	96019 - 96120

DATE	AMOUNT	CHECK NUMBERS
11/07/06	756.00	96121 - 96163
11/07/06	2,052.00	96164 - 96232
11/09/06	1,856.00	96233 - 96285
11/09/06	5,374.59	501909 - 201911
11/09/06	134,715.91	201912
11/14/06	160,083.58	ACH 817
11/14/06	315,348.36	201913 - 201927
11/15/06	11,011.09	201928
11/15/06	153,850.48	ACH 818
11/17/06	5,411.13	ACH 819
11/17/06	39,515.98	ACH 520
11/17/06	9,242.00	ACH 821
11/17/06	27,590.87	ACH 822
11/17/06	235,008.66	ACH 823
11/17/06	3,399.29	ACH 824
11/17/06	6,179.45	201929 - 201936
11/21/06	12,587.93	201937 - 202049
11/21/06	5,498.59	202050 - 202059
11/21/06	390.00	202060
11/22/06	374,815.69	202061 - 202239
11/27/06	416,352.82	Addendum (To appear on future schedule)
TOTAL	\$ 1,927,678.42	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. RECEIVE RACIAL PROFILE REPORT FROM CONSTABLE, PRECINCT #1. (SEE ATTACHED)
- G. APPROVAL OF EQUIPMENT & SERVICE AGREEMENT WITH AT & T CORPORATION PURSUANT TO INDIGENT DEFENSE DISCRETIONARY GRANT FUNDS AWARD. (SEE ATTACHED)
- H. APPROVAL TO EXERCISE SECOND YEAR OF TWO-YEAR AGREEMENT FOR INDEPENDENT AUDITING SERVICES.
- I. APPROVAL OF TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME PROGRAM HURRICANE RITA DISASTER CONTRACT #100862 "OWNER - OCCUPIED HOUSING ASSISTANCE " (ROUND TWO FUNDING), INCLUDING RELATED CONTRACT FORMS. (SEE ATTACHED)
- J. APPROVAL OF LETTER OF AGREEMENT WITH U.T.M.B. AT GALVESTON, EXTENDING CURRENT LEASE AGREEMENT FOR OFFICE SPACE AT 410 E. CHURCH, LIVINGSTON ON A MONTH TO MONTH BASIS BEGINNING DECEMBER 1, 2006. (SEE ATTACHED)
- K. APPROVAL OF CAPITAL OUTLAY PURCHASES FROM FUND BALANCES TO BE REIMBURSED BY THE FY2007 YEAR END ISSUANCE OF AUTHORIZED DEBT. (SEE ATTACHED)
5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE PROCLAMATION IN RECOGNITION OF 100th ANNIVERSARY OF "THE COUNTY EXTENSION AGENT".
ALL VOTING YES. (SEE ATTACHED)
6. BID #2007-11 "PURCHASE OF SHERIFF'S DEPT VEHICLES"
MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO REJECT ALL BIDS AND RE-ADVERTISE FOR THE PURCHASE OF (15) SHERIFF'S DEPT. VEHICLES, WITH TRADE-IN ON (9) USED VEHICLES, INCLUDING PURCHASE OF ONE ADDITIONAL PATROL VEHICLE TO REPLACE RECENTLY WRECKED VEHICLE.
ALL VOTING YES.
7. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO NOTIFY THE LEASE HOLDER THAT THEIR LEASE WILL NOT BE RENEWED FOR SOUTHLAND PARK CONCESSION, EXPIRING DECEMBER 31, 2007.
ALL VOTING YES.

8. DISCUSSION ONLY. NO ACTION TAKEN.

9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO AMEND THE MINUTES OF NOVEMBER 14, 2006 (ITEMS #21 & 22) TO REFLECT NO VOTES FOR COMMISSIONERS WILLIS AND PURVIS.

JUDGE THOMPSON ASK FOR A SHOW OF HANDS:

IN FAVOR, COMMISSIONERS WILLIS AND PURVIS.

THOSE OPPOSED, JUDGE THOMPSON, COMMISSIONERS VINCENT & OVERSTREET.

MOTIONED FAILED, THREE TO TWO.

10. **TAX FORECLOSURE PROPERTIES:**

PRECINCT #1

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, PCT #1;

LOTS 535, 536, 537, 538, 539, 540, 547, 548, 549, 550, 551, 552, 559, 560, 561, 562, & 564, IN GREEN ACRES SUBDIVISION, CAUSE NO. T04-124.

LOTS 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 17-D/Space 8, 17-E /Space 57, IN THE T. STUBBLEFIELD SURVEY, ABSTRACT 525, CAUSE NO. 94-003.

ALL VOTING YES.

PRECINCT #2

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, PCT #2;

LOT 43, OF LAKE LIVINGSTON REEL & RIFLE #2, CAUSE NO. 99-092.

ALL VOTING YES.

PRECINCT #4

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, PCT #4;

LOTS 1, 2, 3, & 4, IN INDIAN SPRINGS LAKE ESTATES #6, CAUSE NO. T05-098 & CAUSE NO. T05-111.

ALL VOTING YES.

11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO ADVERTISE FOR BIDS, PRECINCT #4, FOR THE REPAIR / REPLACEMENT OF BRIDGES / CULVERTS, ON THE FOLLOWING ROADS,

TOM CUMMINGS ROAD (BRIDGE #1), TOM CUMMINGS ROAD (BRIDGE #2),

KING ROW (CULVERT), AND BAXTER ROAD (CULVERT), WITH PAYMENT FROM

ROAD & BRIDGE FUND BALANCE AND INCLUSION ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF DEBT.

ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 28th DAY OF NOVEMBER, 2006 AT 10:22A.M.

ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST: 
BARBARA MIDDLETON, COUNTY CLERK

2007-03

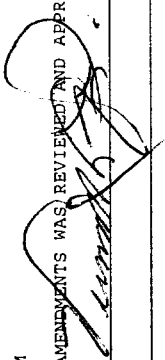
Revisions
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION INCREASE/DECREASE

015 ROAD & BRIDGE ADM .00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

INTERIM AUDITOR
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

A.(B)

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 015-623-108	SALARIES - PART/TI	11/21/2006	2K7R03	15,457.47	18,683.50	3,226.03	MOVED FUNDS FROM MISC; J PU PT	
2007 015-623-490	MISCELLANEOUS	11/21/2006	2K7R03	7,500.00	4,273.97	3,226.03	AMEND TO MOVE FUNDS TO PART PT	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget
010-330-595 010-595-571	GENERAL FUND STATE HOMELAND SECURITY GRANT STATE HOMELAND SECURITY GRANT	25,000.00	25,000.00		0.00 0.00	-25,000.00 25,000.00
010-342-600 010-560-450	INSURANCE CLAIMS INSURANCE REIMB-AUTO REPAIR	6,287.10	6,287.10	RECRUITMENT & TRAINING MATERIALS RECEIPT OF INSURANCE CK #6719 REPAIR PATROL CAR	0.00 0.00	-6,287.10 6,287.10
015-370-200 015-623-339	GENERAL FUND PCT #3 SALE OF ASSETS CONSTRUCTION MATERIALS	20,350.00	20,350.00	TRANSFER OF FUNDS FROM SALE OF SURPLUS ASSETS	0.00 58,698.00	-20,350.00 79,048.00
	GENERAL FUND					0.00 0.00 0.00 0.00 0.00 0.00
	GENERAL FUND					0.00 0.00 0.00 0.00 0.00 0.00
	GENERAL FUND					0.00 0.00 0.00 0.00 0.00 0.00
TOTALS		51,637.10	51,637.10		58,698.00	58,698.00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,398.00
TOTAL OF ALL FUNDS	1,398.00

1398.00 cr. voided
 (24.00) And Sent by ACH
 1374.00

Jury

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

VERNON H. LOFTIN
~~B. L. BOCKENS~~

[Signature]

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~1,026.00~~

TOTAL OF ALL FUNDS

~~1,026.00~~

*1026.00 ex. voided by
56.00 AND sent by
1020.00 ACT J. King*

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

Vernon H. Coffin
~~B. L. DOCKENS~~

[Signature]

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

Jury

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	318.00

TOTAL OF ALL FUNDS	318.00

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

Vernon H. Loftin
~~B. L. DOCKENS~~
Interim COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON
COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

Jury

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	78.00

TOTAL OF ALL FUNDS	78.00

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

Terrell B. Dockens

 COUNTY AUDITOR

Terrell B. Dockens

 COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	956.00
TOTAL OF ALL FUNDS	956.00

956.00
570.00
886.00
 c/c Vendor
 and sent by
 Ac H.
Jury

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

VERNON A. LOFTIN
~~B. L. DOCKENS~~
Interim
 COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~816.00~~

TOTAL OF ALL FUNDS

~~816.00~~

*816.00 CF. voided
218.00 AND sent by
ACT. VOL. 52*

Jury

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

Vernon H. Lorton

~~B. L. DOCKENS~~

[Signature]

Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,264.00
TOTAL OF ALL FUNDS	2,264.00

*2264.00 ex. Voided by
 100.007 AND Sent by
 2164.00 Act*

Jerry

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

Vernon H. Loftin
 B. L. DOCKENS

[Signature]

Interim COUNTY AUDITOR

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL.

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~762.00~~

TOTAL OF ALL FUNDS

762.00

*762.00 CK Voided
26.007 Sent by
ACT
756.00*

Jerry

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

Vernon H. Loftin

~~B. L. BOCKENS~~

J. J. Terkin

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,082.00
TOTAL OF ALL FUNDS	2,082.00

2082.00 e/c Vardob
 230.00 + Sent by
 ACT
 2052.00

Jury

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

Vernon H. Lorian
~~B. L. DOCKENS~~

Vernon H. Lorian

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,908.00

TOTAL OF ALL FUNDS

1,908.00

1908.00
452.00
1456.00
Jury

Voided and sent by Act.
AA

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

VERNON H. LOFTIN

~~B. L. DOCKENS~~

Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,898.23
015	ROAD & BRIDGE ADM	937.73
051	AGING	18.00
185	CCAP - JUVENILE PROBATION	520.63
TOTAL OF ALL FUNDS		5,374.59

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

Vernon H. Loftin
~~B. L. DOCKENS~~
Intexim COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

[Signature]

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	102,963.18
015	ROAD & BRIDGE ADM	24,079.63
027	SECURITY	550.74
051	AGING	1,101.48
185	CCAP - JUVENILE PROBATION	6,020.88
TOTAL OF ALL FUNDS		134,715.91

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

VERNON H. LOFTIN
~~B. L. DOCKENS~~
Interim COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON
 COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

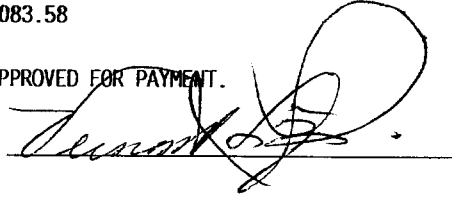
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	160,083.58
TOTAL OF ALL FUNDS	160,083.58

ACH 817

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

Vernon H. Loftin

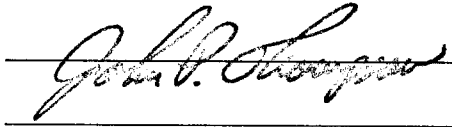
~~B. L. BOCKENS~~



Vesteria

COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL.

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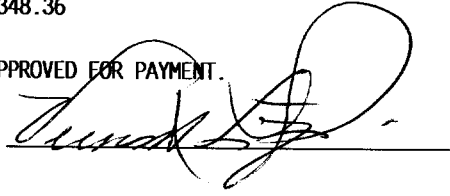
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	295,248.39
015 ROAD & BRIDGE ADM	20,099.97

TOTAL OF ALL FUNDS	315,348.36

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

Veronica H. Larkin

~~B. L. DOCKENS~~

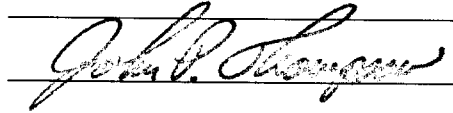


John P. Thompson

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	11,011.09

	TOTAL OF ALL FUNDS	11,011.09

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

VERNON H. LOFTIN
~~B. L. BOCKENS~~

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

SCHEDULE OF BILLS BY FUND

ACH 818

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	153,850.48

TOTAL OF ALL FUNDS	153,850.48

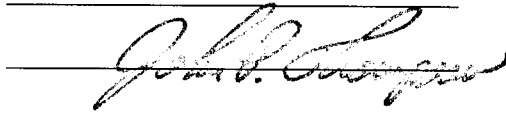
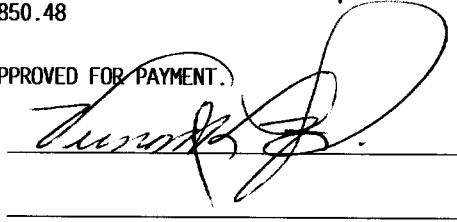
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

VERNON H. LOFTIN
~~B. L. DOCKENS~~

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	5,411.13
	TOTAL OF ALL FUNDS	5,411.13

ACH 819

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

~~Vernon H. Coftin~~
~~B. L. BOCKENS~~

[Handwritten Signature]

Interim COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,094.52
015	ROAD & BRIDGE ADM	6,430.88
027	SECURITY	215.54
051	AGING	706.28
101	ADULT SUPERVISION	3,997.96
185	CCAP - JUVENILE PROBATION	2,070.80
TOTAL OF ALL FUNDS		39,515.98

ACH 820

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

VERNON A. LOFTIS
~~B. L. DOCKENS~~
Int'laim

[Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,103.00
015	ROAD & BRIDGE ADM	1,504.06
027	SECURITY	50.42
051	AGING	165.18
101	ADULT SUPERVISION	935.06
185	CCAP - JUVENILE PROBATION	484.28
TOTAL OF ALL FUNDS		9,242.00

Act 821

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

Vernon H. Loftin
~~R. L. BOCKENS~~
Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	19,445.88
015	ROAD & BRIDGE ADM	3,614.67
027	SECURITY	92.85
051	AGING	193.42
101	ADULT SUPERVISION	2,840.37
185	CCAP - JUVENILE PROBATION	1,403.68
TOTAL OF ALL FUNDS		27,590.87

ACH 822

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

Vernon H. Loftin
~~B. L. DOCKENS~~

[Signature]

Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	154,929.08
015	ROAD & BRIDGE ADM	39,813.65
027	SECURITY	1,387.89
051	AGING	4,692.98
101	ADULT SUPERVISION	22,252.68
185	CCAP - JUVENILE PROBATION	11,932.38
TOTAL OF ALL FUNDS		235,008.66

ACH 823

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

Vernon H. Loftin
~~B. L. DOCKENS~~
Interim COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,883.45
015 ROAD & BRIDGE ADM	515.84

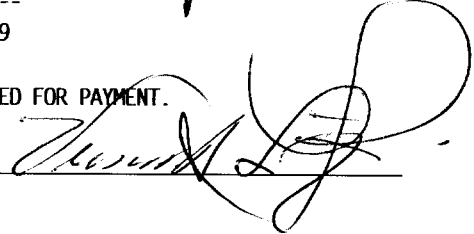
TOTAL OF ALL FUNDS	3,399.29

ACH 824

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

Vernon H. Loftin

~~B. L. BOCKENS~~

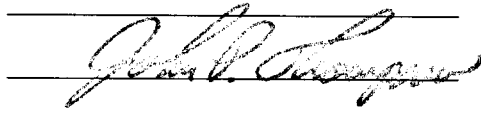


Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,338.47
015	ROAD & BRIDGE ADM	1,968.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,081.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		6,179.45

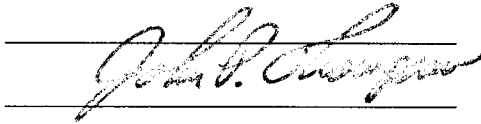
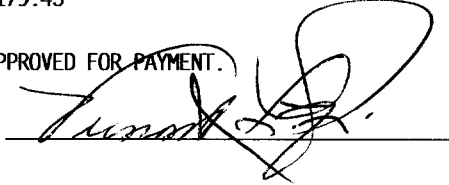
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Vernon H. Loftin
B. L. DOCKENS

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



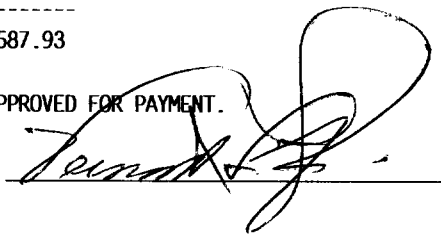
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	12,587.93

TOTAL OF ALL FUNDS	12,587.93

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

VERNON A. LOFTIN

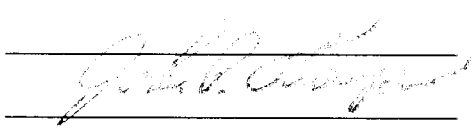
~~B. L. BOCKENS~~



Interim

COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,682.79
015	ROAD & BRIDGE ADM	667.97
051	AGING	147.83

	TOTAL OF ALL FUNDS	5,498.59

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

Vernon H. Loftin
~~B. L. BOCKENS~~

[Handwritten Signature]

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	390.00
TOTAL OF ALL FUNDS	390.00

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

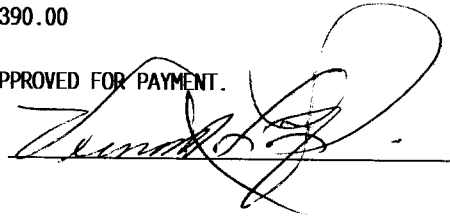
VERNON H. LOFTIN
~~B. L. BOCKENS~~

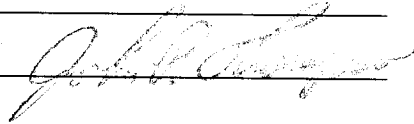
Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE





FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	157,151.90
015	ROAD & BRIDGE ADM	196,771.00
027	SECURITY	14.28
040	LAW LIBRARY FUND	555.20
061	DEBT SERVICE FUND	18,171.61
088	JUDICIARY FUND	551.70
093	CO CLERK RECORDS MGMT FUND	1,600.00
TOTAL OF ALL FUNDS		374,815.69

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

VERNON H. LEFTIN
~~B. E. BOCKERS~~

Leftin

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten Signature]

[Handwritten Signature]

ADDENDUM
SCHEDULE OF BILLS FOR
NOVEMBER 28, 2006
FY 2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
MUSIC MOUNTIAN	WATER	R&B#3	015-623-337	\$ 118.82
POLK COUNTY PAYROLL	PAYROLL EST. 11/28/2006	ALL		\$ 410,123.03
SANDERSON KNOX & BELT	COMM. COURT		010-401-401	\$ 541.25
TEXAS ASSO. OF COUNTIES	EQUIPMENT INSURANCE	ROAD & BRIDGE	015-610-491	\$ 1,113.00
THE UNIVERSITY OF TEXAS	TRAINING	R&B#2	015-622-427	\$ 350.00
UTILITIES	UTILITIES	ALL		\$ 2,212.37
WAL-MART	SUPPLIES	ALL		\$ 1,894.35
TOTAL				<u>\$ 416,352.82</u>

17,393.90*

.....-P
.....+P
0.*

118.82+
410,123.03+
541.25+
1,113.00+
350.00+
2,212.37+
1,894.35+

007
416,352.82*

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VOL.

Revised list

DATE: NOVEMBER 15, 2006 TO NOVEMBER 28, 2006

52 PAGE 2546

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JORGE VALLEJO	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	PASSED SPANISH PROFICIENCY EXAM, ELIGIBLE FOR ONE STEP INCREASE TO 14/02 (\$23,420.80) EFFECTIVE 11/29/2006
(2)	MATTHEW A. BLALOCK	R&B PCT 3	113 R&B MAINTENANCE WORKER	LABOR POOL (-900)	12/01 \$9.98/HR	RECLASSIFY FROM LP (-900), \$9.98/HR TO REG PART-TIME \$9.98/HR EFFECTIVE 11/29/2006
(3)	MACK GIBSON	R&B PCT 4	108 HEAVY EQUIPMENT OPERATOR	LABOR POOL (-900)	16/02 \$12.41/HR	SEPARATION EFFECTIVE 11/29/2006
(4)	ARCHIE L. LANGLEY	R&B PCT 4	108 HEAVY EQUIPMENT OPERATOR	LABOR POOL (-900)	16/02 \$12.41/HR	SEPARATION EFFECTIVE 11/29/2006
(5)	JOSE M. RIOS	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 11/29/2006
(7)	DORA G. ARREDONDO	COUNTY CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	12/01 \$20,758.40	PASSED SPANISH PROFICIENCY EXAM, ELIGIBLE FOR ONE STEP INCREASE TO 12/02 (\$21,257.60) EFFECTIVE 11/29/2006
(8)						
(9)						
(10)						
(11)						
(12)						
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(22)						
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POLK COUNTY PCT 1
CONSTABLE DEPARTMENT

RACIAL PROFILE REPORT

STOPS

CAC- 83
AF 41
HIS 7

CITATIONS

CAC 27
AF 16
HIS 2

WARNINGS

CAC 56
AF 25
HIS 5

SEARCHES

CAC 43
AF 17
HIS 2

NO SEARCH

CAC 40
AF 26
HIS 5



EQUIPMENT AND SERVICES AGREEMENT

CUSTOMER ("Customer")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name
Polk County, Texas	AT&T Corp. (If international, insert AT&T Legal Entity Signing Name)	Name: Stuart Peck Last
Customer Address	AT&T Address	AT&T Sales Contact Address
101 W. Church Livingston Texas USA 77351	One AT&T Way Bedminster, NJ 07921-0752 Attn: General Attorney	6500 W. Loop South Bellaire Texas USA 77401
Customer Contact	AT&T Contact	AT&T Sales Contact Information
Name: Jean LeBlanc Title: Project Manager Telephone: 936-327-6850 FAX: 936-327-9084 Email: b_jleblanc@hotmail.com	Name: John Hagan Title: Regional Sales Manager Telephone: 713-567-7557 FAX: 713-561-4634 Email: john.hagan@att.com	Telephone: 713-567-1062 FAX: 713-567-4634 Email: stuart.peck@att.com Branch Manager: Sales Strata: Sales Region:
Customer Billing Address		
P.O. Box 1637 Livingston Texas USA 77351		

This Equipment and Services Agreement ("Agreement") between SBC Global Services, Inc. dba AT&T Global Services on behalf of SBC DataComm, Inc. dba AT&T DataComm ("we"/"us" or "AT&T") and Customer (or "you") governs our sale and your purchase of the Equipment and Services described in this Agreement and any Orders issued pursuant to this Agreement, as well as any additions to and replacements for, the Equipment and Services. Unless earlier terminated by a party pursuant to the provisions hereof, this Agreement is effective after execution by both parties and remains in full force and effect until the later of (i) five (5) years after such execution; or (ii) the expiration or completion of any Orders issued pursuant to this Agreement.

For the purpose of this Agreement, "Customer" includes any entity that controls, is controlled by or is under common control with Customer ("Customer Affiliate"). AT&T grants to Customer the right to permit Customer Affiliates to purchase Equipment and access and use the Equipment and Services, provided that Customer shall remain solely responsible for such purchase, access and use and for the Customer Affiliates' performance.

This Agreement establishes the terms and conditions for present or future purchases for Equipment and/or Installation or Maintenance Services included under this Agreement. If, during the term of this Agreement, Customer requests Equipment, installation and/or maintenance Service from AT&T, the terms and conditions set forth herein will apply to applicable attachments specific to the request that will be required. Examples of attachments would be: 1. Statements of Work (SOW); 2. Scope of Work (SCOW); 3. Project Implementation Guide (PIG); 4. Bill of Materials for Equipment and Services; 5. Invoicing Schedule and Payment Terms; 6. Implementation Timeline; and 7. Certificate of Acceptance.

There is no Equipment and/or Installation or Maintenance Services ordered at this time.

This Agreement shall become effective when signed by authorized representatives of both parties.

CUSTOMER - Polk County
By: _____
(Authorized Agent or Representative)

John P. Thompson

(Typed or Printed Name)
County Judge

(Title)
approved by Commissioners Court
November 28, 2006

(Date)

AT&T
By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



DESCRIPTION OF EQUIPMENT/SERVICES

(See also attached Exhibits as listed here and subsequent Orders):

_____]
[_____]
[_____]

EXHIBITS:

[] Quote # Polk Co-x101606-Video Project _____]
[_____]

Installation Location(s): (Include physical address, City, County and State)

Polk County Courthouse, 101 W. Church, Livingston, Tx. 77351; Polk County Jail, 1733 N. Washington, Livingston, Tx 77351; San Jacinto County Courthouse, One State Hwy 150, Coldspring, Tx 77331; Trinity County Courthouse, Hwy 287, Groveton, Tx 75845]

EQUIPMENT/SERVICES PRICE: \$ 41,022.16
MAINTENANCE AGREEMENT: \$ 4,128.00
INSTALLATION PRICE: \$ 45,150.16
OTHER (DESCRIBE) \$ _____

TOTAL PURCHASE PRICE (BEFORE SHIPPING, HANDLING, TAXES*) \$ 45,150.16

TAX-EXEMPT? (N) (Y)

*Shipping, handling and all applicable sales/use taxes will be added to Total Purchase Price listed separately on the invoice.

Maintenance Declined _____ Customer Initials: _____

Equipment and Services Agreement – General Terms and Conditions

1. Definitions

"AT&T" as used herein refers to: SBC DataComm, Inc. dba AT&T DataComm, a Delaware corporation; and to AT&T DataComm, a dba name registered to Southwestern Bell Telephone, L.P. in Missouri, Oklahoma, and Texas, and to Pacific Bell Telephone Company in California.

"Equipment" means the equipment and Licensed Software that AT&T sells, licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder.

"Hazardous Substance" means any substance or material that is classified as a hazardous material, hazardous chemical, hazardous substance, pollutant, contaminant, or toxic substance under any federal, state, or local law, regulation, or ordinance related to the pollution or protection of air, ground or surface water, soil or other environmental media, occupational health and safety or any other environmental or safety hazard.

"Licensed Software" means the computer programs licensed by us, including any hardwired logic instructions, micro code and other computer instructions that are provided with the Equipment or separately.

"Order" means any purchase order issued by you for Equipment or Services that references this Agreement, is signed by your authorized representative, and is accepted by AT&T.

"Premises" means your facility or location specified in an Order where the Equipment will be installed or Services performed.

"Services" mean the services and work scheduled to be provided by us that are described in the Statement of Work.

"Statement of Work" or "SOW" means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Agreement, entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

We will sell and you will procure the Equipment and Services specified in any Statement of Work or Bill of Materials attached to this Agreement or any Order issued under this Agreement.

3. Delivery and Installation by AT&T

We will deliver the Equipment FOB shipping point, freight prepaid and charged. Title to the Equipment and all risk of loss to the Equipment shall pass to you at the time of delivery to the carrier for shipment. Upon delivery of any Licensed Software and subject to the provisions of this Agreement, we shall grant you a personal, nontransferable, non-exclusive license to use the software on or with the corresponding Equipment. We shall retain all right, title and interest in any Licensed Software and copies thereof. If any Equipment arrives at your destination in a damaged condition or should any shortage exist, you shall immediately notify both the carrier and us in writing. Shipping dates will be established by us as accurately as conditions will permit, but in no event will we be liable for or assume any obligation with respect to any delays or damage which may occur in delivery or shipment.

At the Premises, we will, when so requested by you, install Equipment in accordance with the Statement of Work agreed to by the parties, and referenced in an Order. We will maintain all work areas at the Premises in a neat and orderly condition.

4. Items to be Furnished by Customer

In connection with the installation of the Equipment at the Premises, you will furnish any conduit, holes, wireways, wiring, plans, equipment, space, temporary and permanent power and other utilities, and all other items and services reasonably required for the Equipment's installation/integration in accordance with the Statement of Work. We will rely on all information provided by you and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. You shall provide a suitable and safe environment for us work at the Premises. You represent and warrant that the area of the Premises within which AT&T performs Services shall be free of Hazardous Substances. You understand and agree that we do not handle, remove, or dispose of, nor do we accept any liability for, Hazardous Substances on the Premises. If, during its performance of Services, our employees, subcontractors, or agents encounter a Hazardous Substance or other environmental or safety hazard, we may suspend performance under this Agreement until you at your own expense completes the clean up and removal of the Hazardous Substance in accordance with applicable laws or removes hazard to our satisfaction. Your failure to abate a Hazardous Substance or hazard within thirty (30) days of our suspension of performance pursuant to this clause shall constitute a material breach for which we may terminate this Agreement or the applicable SOW. You shall pay us for any costs, expenses, fines, or penalties incurred by AT&T as a result of the presence or release of the Hazardous Substance or hazard and its suspension of performance. You also will obtain, at your expense, any necessary licenses, permits and consents (including landlord's or mortgagee's consents) in connection with the installation.

Notwithstanding any other part of this Agreement: (a) We shall have the right to suspend performance or to pursue any other remedies provided for under this Agreement where you delay or fail to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, you may request that we suspend our performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that we may terminate this Agreement or an Order where any such suspension lasts longer than thirty (30) days.

5. Invoicing and Payment Terms

Unless the deferred cash option is selected, invoices for all Equipment will be issued the date the Equipment is delivered to the carrier; invoices for Services will be issued monthly for all Services performed in the preceding month; invoices for maintenance Service contracts will be issued as of the date of such contract and for the entire amount of such contract. All Change Orders will be invoiced separately.

Customer will advise us of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving the invoice or the amount of invoice shall be deemed due and payable.

Payment terms are net thirty (30) days from date of invoice. A late payment fee of one and one-half percent (1-1/2%) per month (but in no event may any late fee exceed the maximum amount permitted under applicable law) shall be applied to any payment that is not received by us within thirty (30) days after the date of the invoice. You will pay our attorneys' fees and other costs incurred by us in the collection of any amount invoiced and not timely paid.

5A. AT&T Capital Services, Inc. ("AT&T-CS") Financing Option

[Customer Initials:] _____ Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

We will invoice you in care of AT&T-CS for 100% of the Total Purchase Price on the Cutover Date (as defined in paragraph 6 below) and the invoice shall be promptly paid after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS, including the signed certificate of acceptance. If all lease documentation is not executed and received by AT&T-CS as required in the previous sentence, you agree to and will pay the Total Purchase Price to us upon receipt of an invoice.

6. Cutover and Acceptance

Equipment ordered without installation shall be deemed accepted on the 10th business day after delivery to you or your agent. You may reject any portion of a shipment that does not conform to manufacturer's specifications within this period, but you must give us written notice of nonconformity specifying the reason for rejection. We shall cure such nonconformity promptly, in accordance with the warranty. Cutover occurs when the Equipment has been delivered and installed (if installation is included) and is ready for Customer use ("Cutover"). After Cutover, you shall have thirty (30) days after installation completion (as defined in the Order or SOW) to test the materials and deliver to us a signed certificate of acceptance or written notification clearly describing the Equipment's failure to meet identified specifications. If you do not deliver a certificate of acceptance or written notice of nonconformity within such time period, the Equipment shall be deemed accepted on the 10th business day after installation.

7. Limited Warranty, Limitation of Liability and Limitation of Remedy

AT&T warrants it has good title to the Equipment, free of any claims, liens, encumbrances or security interest of any other part, that the Equipment conforms to the manufacturer's published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation, use and service. In addition, pursuant to paragraph 6 above, for THIRTY (30) days after delivery (or installation, if installation was included), we will promptly repair or replace (at our option and expense) any failure of the Equipment to conform to or perform according to the manufacturer's specifications or any electrical or mechanical defects in materials or workmanship with (at our option) new or used replacement parts. We will pass all manufacturers' warranties to you after delivery (or installation, if included). If we are unable to repair the Equipment to conform to the warranty after a commercially reasonable number of attempts, we will (at our option) either provide you with replacement Equipment or fully refund your payments. For major malfunctions, we will use our best efforts to have a technician working on the Equipment within: (a) Four (4) hours, after receiving your notice and we will complete repairs as soon as practicable; (b) for other malfunctions, we will use our best efforts to respond within twenty-four (24) hours during its

regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays and weekends. These are your exclusive remedies for breach of warranty.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND AT&T DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES (WHETHER WRITTEN, ORAL, STATUTORY, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. AT&T DOES NOT WARRANT THAT THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO CUSTOMER'S NETWORKS.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY AT&T IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE CUSTOMER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR THE SERVICES. IN ANY EVENT, AT&T'S LIABILITY TO THE CUSTOMER SHALL BE LIMITED TO THE MONEY PAID TO AT&T BY THE CUSTOMER UNDER THE APPLICABLE STATEMENT OF WORK. AT&T, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS AGREEMENT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS REGARDLESS OF THE FORM OF ACTION.

You will be subrogated to any claims or rights we may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon your written request, we will take all reasonable actions to enforce on your behalf any such express or implied warranties or representations applicable to the Equipment.

It is a condition precedent to our obligations under this Limited Warranty that: (a) You are not in default of your obligations under this Agreement; and (b) the Equipment has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by us, or any use violative of the use instructions furnished with the Equipment by us or by the manufacturer.

Equipment and Services Agreement – General Terms and Conditions

8. Indemnification

Notwithstanding the foregoing, we shall:

(a) indemnify you against any claim or threat of claim brought by any third party alleging the Equipment infringes such party's patents, trademarks or copyrights (the "Intellectual Property"), providing that you: (i) shall have followed our reasonable instructions for use of the Intellectual Property associated with the Equipment; (ii) shall not have modified the Equipment; (iii) notify us promptly and in writing of any such claims; and (iv) cooperate with and permit us to control the defense, settlement or other handling of such claim or threatened claim. In addition to accepting responsibility for any liability that may be incurred by you for such infringement, we shall, at our option, either (i) acquire the rights to utilize the Intellectual Property; (ii) substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) accept return of the infringing units, providing you with credit for the remaining value of any returned units. These options may be exercised by us at any time after notification of an alleged infringement but shall not affect our obligation to indemnify you for any liability that may be incurred as a result of a finding of infringement. **THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF AT&T WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS BY THE EQUIPMENT PROVIDED UNDER THE AGREEMENT.**

(b) also indemnify you against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal or real property caused solely by our negligence or willful misconduct in the course of our performance under this Agreement.

9. Force Majeure

Neither party shall be liable to the other party for delays, failure in performance, loss or damage due to a cause beyond the parties reasonable control, such as fire; lightning, strike; embargo; explosion; power surge or failure; acts of god; war; labor disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control. This clause shall not excuse the payment of money.

10. Arbitration

Customer and AT&T agree that any dispute arising under this Agreement, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall have no authority in excess of the authority of a court having jurisdiction over the matter. Additionally, the arbitrator shall not alter, revoke, or suspend any provision of this Agreement. The arbitration awards shall be binding and deemed enforceable in any court of competent jurisdiction.

11. Taxes

You will pay, and indemnify us against, all sales, use and other taxes (excluding income and franchise taxes), including any applicable customs and duties, imposed upon and paid by us by reason of the assembly, sale, delivery or installation of the Equipment and performance of Services.

12. Assignments and Subcontracts

Neither party to the Agreement shall assign it in whole or in part without the written consent of the other, which consent will not be unreasonably withheld, provided however, AT&T may assign this Agreement to any present or future affiliate, subsidiary or parent corporation upon notice to, but without securing your consent and may grant to any such assignee the same rights and privileges AT&T enjoys under this Agreement. In addition, we may subcontract any portion of the Services to be performed without your prior written approval.

13. Notices; Representatives of Parties

All notices pertaining to this Agreement will be given in writing and will be sufficient if delivered personally to the representatives of the parties designated in this Agreement, or sent by telefax, telegram, or express or regular mail, postage prepaid.

14. Confidentiality and Proprietary Information

AT&T and Customer acknowledge that in the course of performing duties under this Agreement, each party may obtain proprietary information from the other party that is of a proprietary or confidential nature. Such proprietary information may include, but is not limited to trade secrets, new product information, technical data and know-how, instructional and operating manuals, financial information, marketing and sales data and plans, and other documents. Proprietary information may be disclosed in writing, in other tangible form, orally or visually. When disclosed in writing or other tangible form, the proprietary information will be identified and labeled as confidential belonging to the disclosing party. When disclosed orally or visually, such proprietary information will first be identified as confidential at the time of the oral or visual disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure.

Neither party shall at any time during the Agreement and for a period of three (3) years after its expiration, publish, disclose or otherwise divulge any of the other party's proprietary information to any third party without the prior written consent of the other party. Neither party will use the other party's proprietary information except in the course of its duties under this Agreement. However, we may disclose your proprietary information to subcontractors, regulatory authorities, and others, as necessary to meet our obligations under this Agreement.

The proprietary information restrictions will not apply to information which (a) is already known to the receiving party, (b) is or becomes publicly known through no wrongful act of the receiving party, (c) is independently developed by the receiving party without benefit of the disclosing party's proprietary information, (d) is received from a third party without similar restriction and without breach of this Agreement, or (e) is disclosed by disclosing party to a third party without an obligation of confidentiality.

15. Publicity

Customer agrees that during the term of this Agreement, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one party by the other party requires written consent of the first party.

Equipment and Services Agreement – General Terms and Conditions

16. Storage of Equipment

We and/or our designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of an Order on the Premises or in such other secure location(s) as you may designate, at no charge. You will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to your facilities when our personnel are not available to accept delivery and place or direct the placement of such items on the Premises or other secure location(s). In the event you accept delivery of any items under this Agreement, you will promptly notify us of the delivery and location of the items delivered.

17. Amendments; Termination

You will be charged for any additions, deletions or changes ("Change") in the Equipment/Services. If you desire a Change, you will notify us by written request, and we will provide you a revised Bill of Materials and/or Statement of Work reflecting the equipment, service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of your final invoice. After the date of the complete execution of this Agreement, any changes to an Order or SOW requested by you will be processed as a "Change Order". If we do not receive the executed change documents within 180 days, no changes will be made to the original document. This Agreement may be amended or modified only by written instrument signed by an authorized representative of each party.

If you change the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of ours, we reserve the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be canceled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Agreement (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, you agree to pay us all amounts due for Equipment and Services provided by us up to and including the effective date of termination, plus any

nonrecoverable restocking fees or other costs incurred by us. Such payment will constitute a full and complete discharge of your payment obligations. Termination will also constitute a full and complete discharge of our obligations. Any Order in progress or requested prior to the termination of this Agreement will be completed and you agree to pay us for the Services performed and/or any Equipment delivered or installed under the Order.

18. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Agreement, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

19. Miscellaneous Provisions

We are entitled to increased compensation and/or time for completion where we encounter concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by you, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Agreement, where such conditions would materially interfere with, delay or increase cost of performance under this Agreement.

This Agreement shall be governed by the laws of the state where the Service, Materials, and/or Professional Services are to be delivered, and if delivery is to be in more than one state, then in accordance with the laws of the State of Texas, without regard to the governing state's rules on conflicts of law.

If any provision of this Agreement or any remedy provided in it is declared invalid under any applicable law, such provision shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of this Agreement shall continue in full force and effect.

Export of Equipment is subject to the Export Control Laws of the United States. You agree not to export the Equipment in violation of those laws.

Any obligation arising under this Agreement or any Order which by its nature continues beyond termination or expiration, such as Limitation of Warranties, Limitation of Liabilities and Limitation of Remedies, shall survive termination or expiration of this Agreement.

This Agreement, all Exhibits attached, and all Orders issued under this Agreement, represent the entire agreement between Customer and AT&T concerning the Equipment and Services, and supersedes all prior negotiations, representations, and agreements, either written or oral, concerning the Equipment and Services. In the event of a conflict between the contract documents, this Agreement shall take precedence.



the new at&t...powered by SBC
 2600 N. Central Expressway, 7th Floor, Room # 7.6106
 Richardson, TX 75080
 Phone:214-576-7354
 Fax: 214-576-7771

Prepared by: Rose Bivona, rb5963@att.com

Date: 11/21/06
 To: Polk County -Video Project
 Quote#: Polk Co -x101606 - Video Project rev c

DIR-SDD-233 must be referenced on the PO before the order can be processed.

Pricing in accordance w/ contract# DIR-SDD-233 between State of Texas, Dept of Information Resources & AT&T Datacomm

<u>Product Number</u>	<u>Product Description</u>	<u>Qty</u>	<u>List Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
WS-C3560-48TS-S	Catalyst 3560 48 10/100 + 4 SFP Standard Image	4	\$ 4,995.00	\$2,797.20	\$11,188.80
CAB-AC	Power Cord,110V	4	\$ -	\$0.00	\$0.00
GLC-LH-MM=	GE SFP, LC connector LH transceiver	2	\$ 995.00	\$557.20	\$1,114.40
CON-SNT-356048PS	SMARTNET 8X5XNBD Catalyst 3560 48 10/ (3 years)	4	\$ 1,200.00	\$960.00	\$3,840.00
PIX-506E-BUN-K9	PIX 506E 3DES/AES Bundle (Chassis, SW, 2 FE Ports, 3DES/AE	3	\$ 1,395.00	\$781.20	\$2,343.60
CAB-AC	Power Cord,110V	3	\$ 0.00	\$0.00	\$0.00
SF-PIX-506-6.3	PIX v6.3 Software for the PIX 506E Chassis	3	\$ 0.00	\$0.00	\$0.00
PIX-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Linux, Solaris)	3	\$ 0.00	\$0.00	\$0.00
PIX-506-SW-3DES	PIX 506E 3DES/AES VPN/SSH/SSL encryption license	3	\$ -	\$0.00	\$0.00
CON-SNT-PIX506BN	SMARTNET 8X5XNBD PIX506E 3DES/AES Bun Chass,SW,2FE	3	\$ 336.00	\$268.80	\$806.40
SC450RM1U	SMARTUPS SC 450VA RM 1U RM / TVVR LINEINT 120V	4	\$ -	\$179.99	\$719.96
HP 470063-564	ProLiant ML110 G3 P\$ SYST 3.0G 1GB 2x512MB 72GB	1	\$ -	\$918.00	\$918.00
HP 348373-B21	Monitor	1	\$ -	\$1,449.00	\$1,449.00
HP U4434E	CPE 3YR Onsite 13x5 4Hr HW Elec PROLIANT ML110	1	\$ -	\$288.00	\$288.00
HP U4444E	CPE Install Onsite HW Server Elec TC2120 ML110	1	\$ -	\$200.00	\$200.00
CPI-55053-503	143592 7'X19" Rack	2	\$ -	\$150.00	\$300.00
SBC Services	Structured Cabling				
	San Jacnto County	8	\$ -	\$430.00	\$3,440.00
	Trinity County	5	\$ -	\$430.00	\$2,150.00
	Polk County	13	\$ -	\$430.00	\$5,590.00
	Polk County Jail	1	\$ -	\$430.00	\$430.00
	AT&T Services				
	Staging	1	\$ 1,510.00	\$1,510.00	\$1,510.00
	Custom Quoted Services	1	\$ 6,172.00	\$6,172.00	\$6,172.00
	Configuration and Installation	1	\$ 2,190.00	\$2,190.00	\$2,190.00
	T & E (ESTIMATION ONLY)	1	\$ 500.00	\$500.00	\$500.00
				Total:	\$45,150.16

Terms: Net 30, subject to credit approval

F.O.B. SHIP.PT., PPD/CHARGE

Shipment note: Order acceptance based upon prior credit approval

Prices will be those in effect at time of shipment unless otherwise stated.

Please inspect equipment thoroughly against packing list before opening. Opened product is non-returnable.

Unopened equipment is non-returnable after 30 days from shipment.

Verify that contents are those listed on packing slip before opening.

Products received by customer in conformity with the packing slip must be inspected immediately.

All returns subject to manufacturer's terms and conditions.

Return authorization by SBC required prior to return.

Returns subject to SBC Terms & Conditions. Restocking charges may apply.

Remit to:

AT&T

PO Box 8104

Aurora, IL. 60507-8104

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VOL.

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
HOME PROGRAM

HURRICANE RITA DISASTER CONTRACT # 1000762
OWNER OCCUPIED HOUSING ASSISTANCE
WITH
POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

CFDA: 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM

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

Award Number: M-06-SG 48-0100

Award Year: 2006

HUD Entity Type: State Recipient

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

SECTION 1. CONTRACT PERIOD

This contract shall be effective and commence on **December 1, 2006**, and shall terminate on **May 30, 2008**, unless otherwise specifically provided herein ("contract period").

SECTION 2. ADMINISTRATOR PERFORMANCE

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

SECTION 3. DEPARTMENT OBLIGATIONS

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

1. It is expressly understood and agreed by the Parties hereto that Department's obligations under this Section 3 are contingent upon the full and satisfactory performance by Administrator of the activities herein described and the actual receipt by Department of adequate federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Administrator in writing within a reasonable time after such fact is determined. In that event, this contract shall terminate and neither party shall have any further rights or obligations hereunder.
 2. Department shall not be liable to Administrator for any costs incurred by Administrator, which have been paid to Administrator or are subject to payment to Administrator, or have been reimbursed to Administrator or are subject to reimbursement to Administrator, by any source other than Department.
 3. Department shall not be liable to Administrator for any costs incurred by Administrator which are not allowable costs, as set forth in 24 C.F.R. Section 92.205, 92.206, and 92.207, any future rulings or determinations of the U.S. Department of Housing and Urban Affairs, and Section 5 of this contract. Funds provided under this contract may not be used for payment of prohibited activities as more particularly described in 24 C.F.R. Sec. 92.214.
 4. Department shall not be liable to Administrator for any costs incurred by Administrator or for any performances rendered by Administrator which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, and Exhibit C, of this contract.
 5. Department shall not be liable for costs incurred or performances rendered by Administrator before the effective date of this contract or after termination of this contract and shall further not be liable for any costs incurred and not billed to Department within sixty (60) days after the termination of this contract.
- B. Notwithstanding any other provision of this contract to the contrary, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of **SIX HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$624,000.00)**.

SECTION 4. DISBURSEMENT OF FUNDS

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

- D. No funds may be requested for reimbursement if the commitment for funding is not made 90 days prior to the date found in Section 1 of this Contract, or 90 days from an approved change or Amendment as outlined in Section 15 of this Contract.
- E. Any home demolished that cannot be completed within the contract period becomes the responsibility of the Administrator for completion unless approved prior to demolition.

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

- A. If Administrator is a governmental entity, Administrator shall comply with the requirements of OMB Circular No. A-87; the following requirements of 24 C.F.R. Part 85, as applicable, and the Uniform Grant Management Standards, 1 TAC §§ 5.141-5.167, unless otherwise specified in this contract.
- B. If Administrator is a non-profit organization, Administrator shall comply with requirements of OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84, as applicable, unless otherwise specified in this contract.
- C. Administrator shall comply with the requirements of 24 C.F.R. Sec. 92.503 to account for program income, repayments, and recaptured funds related to activities financed in whole or in part with funds provided under this contract. Administrator shall provide reports of program income as requested by Department. Administrator may not retain program income of any kind, however derived, under this contract, including the retention of program income to fund other eligible HOME activities. Program income derived under this contract must be submitted to Department within three (3) days of receipt. In any event, program income received from a prior HOME contract must be disbursed before Administrator requests additional funds from Department.
- D. If Administrator is not a governmental entity, Administrator shall maintain director or officer liability insurance coverage in an amount not less than the value of this contract that is sufficient to protect the interest of the Department in the event an actionable act or omission by a director or officer of Administrator damages the Department's interests. Administrator shall provide Department with certificates of insurance evidencing Administrator's current and effective insurance coverage. Administrator agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. Administrator agrees to suspend the performance of all work performed under this contract until the Administrator satisfies the required coverage requirements, obtains the required policy endorsements and delivers to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from Department that the performance of work under this contract may recommence.

SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS

- A. Administrator shall establish and maintain sufficient records, as specified by Department and in accordance with 24 C.F.R. Sec. 92.508(a), including records that demonstrate that each household assisted with funds provided under this contract is income eligible in accordance with 24 C.F.R. Sec. 92.203.
- B. Administrator agrees that Department, the Auditor of the State of Texas, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Administrator pertaining to this contract. Administrator agrees to maintain such records at its regular place of business.

- C. All records pertinent to this contract shall be retained by Administrator for a period of five (5) years following the date of HUD's close-out of the Department's program funding year, except that if any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- D. Administrator acknowledges that Department is subject to the Texas Public Information Act and Administrator agrees funds received from the Department are subject to the Texas Public Information Act and the exceptions to disclosure as provided under the Texas Public Information Act.
- E. Administrator shall include the substance of this Section 6 in all of its subcontracts.

SECTION 7. REPORTING REQUIREMENTS

- A. Administrator shall submit to Department such reports on the operation and performance of this contract as may be required by Department, including but not limited to the reports specified in this Section 7. Administrator shall provide Department with all reports necessary for Department's compliance with 24 C.F.R. Part 92.
- B. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the Parties hereto that if Administrator fails to submit to Department in a timely and satisfactory manner any report required by this contract or the HOME Manual, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Administrator hereunder. If Department withholds such payments, it shall notify Administrator in writing of its decision, the reasons for this action and the time period in which Administrator must bring itself into compliance. Payments withheld pursuant to this paragraph may be held by Department until such time as the Administrator is in compliance with the requirements for which funds are being withheld. If Administrator fails to perform as required within the stated cure period, Department may terminate this contract and Administrator hereby agrees and acknowledges that upon termination, Administrator's rights to any funds shall be terminated.
- C. In addition to other reports, the Administrator shall issue milestone reports with program activities in a word processing format at 6 months, 12 months and 18 month increments that detail commitments, funds expended, and/or expected activities in the next 6 months.

SECTION 8. MONITORING

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

SECTION 9. INDEPENDENT CONTRACTOR

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

SECTION 10. SUBCONTRACTS

- A. Administrator shall only subcontract for performance of activities described in this contract after Administrator has submitted the appropriate documentation verifying the subcontractor's eligibility, as specified by Department, for each such proposed subcontract, and Administrator has obtained Department's written approval, based on the information submitted, of Administrator's intent to enter into such proposed subcontract. Administrator, in subcontracting for any activities described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Administrator's subcontractor(s).
- B. In no event shall any provision of this Section 10, specifically the requirement that Administrator obtain Department's prior written approval of a subcontractor's eligibility, be construed as relieving Administrator of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Administrator. Department's approval under this Section 10 does not constitute adoption, ratification, or acceptance of Administrator's or subcontractor's performance hereunder. Department maintains the right to insist upon Administrator's full compliance with the terms of this contract, and by the act of approval under this Section, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.
- C. Administrator shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract. Administrator shall ensure compliance with the requirements of 24 C.F.R. Sections 84.40 through 84.48 (if Administrator is a nonprofit organization) or 24 C.F.R. Sections 85.36 (if Administrator is a government entity), in the procurement of property and services.
- D. Administrator shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- E. Administrator shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work funded by the Department.

SECTION 11. CONFLICT OF INTEREST

- A. Administrator shall ensure that no employee, agent, consultant, officer or elected or appointed official of Administrator, who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or who is in a position to participate in a decision making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract, or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- B. Administrator shall ensure that no employee, officer, or agent of Administrator shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- C. Administrator shall include the substance of this Section 11 in all of its subcontracts.

SECTION 12. NONDISCRIMINATION AND SECTARIAN ACTIVITY

- A. Administrator shall ensure that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 at 12 U.S.C. 1701u that:
 1. to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and
 2. to the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.
- B. None of the performances rendered by Administrator under this contract shall involve, and no portion of the funds received by Administrator under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship. Administrator shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development at 24 C.F.R. Sec. 92.257.
- C. Administrator shall include the substance of this Section 12 in all of its subcontracts.

SECTION 13. LEGAL AUTHORITY

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

acknowledges and agrees that this section specifically includes, but is not limited to, consultants hired by Administrator to assist Administrator in any aspect relative to the activities of this contract.

SECTION 14. LITIGATION AND CLAIMS

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

SECTION 15. CHANGES AND AMENDMENTS

- A. Except as specifically provided otherwise in this contract, any changes, additions, or deletions to the terms of this contract shall be in writing and executed by both Parties to this contract. An executed facsimile copy will be sufficient to evidence the Parties agreement to any amendment, revision or change to this contract.
- B. It is understood and agreed by the Parties hereto that performance of all activities under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to Department by Administrator, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both Parties, the Parties herein agree that the activities under this contract are amended by the provisions of the HOME Manual and any amendments or revisions thereto, and may be further amended in the following manner:
 - 1. Department may, from time to time during the contract period, issue guidance which serve to establish, interpret, or clarify the performance requirements under this contract. Such policy directives shall:
 - a. be promulgated in the form of HOME Program Policy Issuances;
 - b. have the effect of qualifying the terms of this contract; and
 - c. be binding upon Administrator as if written herein.
 - 2. Provided, however, that said guidance and any amendments to the HOME Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 3 of this contract to reimburse costs incurred by Administrator prior to the effective date of said amendment or policy directive.
- C. Any changes, additions, or deletions to the terms of this contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this contract without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 16. SUSPENSION

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

SECTION 17. TERMINATION

- A. Department may terminate this contract in whole or in part, in accordance with this section. If Administrator has not achieved substantial progress in performance of this contract within six (6) months of the effective date of this contract, this contract shall terminate. In the event Administrator fails to comply, in Department's sole discretion and judgment, with any term of this contract, or any term stated in a federal statute or regulation, or with any assurance given to Department by Administrator, or with any term in a state plan, or with Administrator's application, the notice of award, or elsewhere Department may take any of the following actions:
1. temporarily withhold cash payments pending correction of the deficiency by Administrator;
 2. disallow all or part of the cost of the activity or action not in compliance;
 3. suspend this contract upon written notification to Administrator of the deficiency and the period within which Administrator must comply;
 4. accept Administrator's failure to comply or correct any deficiency within the time period set forth in any written notice of suspension as evidence of Administrator's inability to perform under the terms of this contract, Administrator's intent to terminate this contract and Administrator's agreement to surrender all rights to remaining funds;
 5. withhold further HOME awards from Administrator, and/or affiliated Parties;
 6. take more severe enforcement action against Administrator by taking any other remedies that may be legally available to Department, as determined by Department, to ensure compliance with the terms of this contract.
- B. Failure to reach designated milestones at 12 months will be considered constructive termination of the Contract without further action by the Department. Administrator may petition the TDHCA Board to have the Contract reinstated.

SECTION 18. AUDIT

- A. In addition to the requirements of Section 6(B) of this contract, Administrator shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by the Department for each fiscal year in which any months of the Administrator's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, Administrator shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:
1. Administrator shall have an audit conducted in accordance with 24 C.F.R. Section 84.26 or Section 85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 1 of this contract in which Administrator has expenses of more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal

- financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.
2. At the option of Administrator, each audit required by this section may cover either Administrator's entire operations or each department, agency, or establishment of Administrator which received, expended, or otherwise administered federal funds.
 3. Notwithstanding anything to the contrary in Section 3, Administrator may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract. Provided, however, Department shall not make payment for the cost of such audit services until Department has received the audit report from Administrator.
 4. Unless otherwise specifically authorized by Department in writing, Administrator shall submit two (2) copies of the report of such audit to Department within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.
- B. Notwithstanding anything in Section 18(A) to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Administrator agrees to permit Department, or its authorized representative, to audit Administrator's records and to obtain any documents, materials, or information necessary to facilitate such audit.
 - C. Administrator understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Administrator further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Administrator from funds which were not provided or otherwise made available to Administrator under this contract.
 - D. Administrator shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Administrator.
 - E. All approved HOME audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

SECTION 19. ENVIRONMENTAL CLEARANCE REQUIREMENTS

- A. The environmental effects of each activity carried out with funds provided under this contract must be assessed in accordance with the provisions of the HOME manual, National Environmental Policy Act of 1969 and the related activities listed in HUD's implementing regulations at 24 C.F.R. Parts 50 and 58. Each such activity must have an environmental review completed and support documentation prepared complying with the National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Parts 50 and Part 58. No funds may be committed to an activity before the completion of the environmental review process, including the requirements of 24 C.F.R. Sec. 58.6.
- B. If funds are provided under this contract to a "state recipient," Department is responsible for release of funds requests and is the Responsible Entity (RE) that assumes all environmental responsibilities of the U.S. Department of Housing and Urban Development pursuant to 24 CFR Part 58, "Subpart H – Release of Funds for Particular Projects."
- C. A non-governmental entity is not delegated authority to become an RE and make environmental determinations and therefore, shall assist Department in completing the environmental review by providing all relevant information needed to perform an environmental review, or carry out mitigating measures required, or selecting an alternate property for assistance. Both

governmental and non-governmental entities shall attend implementation training for environmental assessment.

- D. The assessments must be satisfactory to Department. This contract is conditional in nature and does not grant Administrator legal claim to any HOME funds for a specific project or site until the environmental review process is approved by Department. The agreement to provide funds to the project is conditional on Department's or Administrator's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 20. SPECIAL CONDITIONS

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

SECTION 21. ORAL AND WRITTEN AGREEMENTS

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

SECTION 22. VENUE

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

SECTION 23. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

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

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

By: COPY
John P. Thompson
County Judge

Date: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Michael Gerber
Executive Director

Date: _____

The authorization to award this contract was approved by the Department's Governing Board on **October 12, 2006**, and is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or by his/her authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT A

PERFORMANCE STATEMENT

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

Administrator shall carry out the following activities identified in its 2006 HOME Program Hurricane Rita Disaster Application Number 2006-0211.

OWNER OCCUPIED HOUSING ASSISTANCE PROGRAM

Administrator shall implement an Owner Occupied Housing Assistance Program in accordance with 24 C.F.R. Part 92. and the applicable Texas statutes and Texas Administrative Codes. Administrator shall submit to Department, Program Design Options for Departmental approval prior to setting up an activity or utilizing project funds.

Administrator shall use the funds provided under this contract to provide assistance to reconstruct or rehabilitate a minimum of **11 (ELEVEN)** houses each of which must be the principal residence of the homeowner assisted.

HOME Owner Occupied Housing Assistance shall be:

1. In the form of a five-year deferred forgivable loan for households whose income is from zero (0) to fifty percent (50%) of the Area Median Family Income (AMFI) as defined by HUD.
2. In the form of a zero percent (0%), thirty (30) year repayable loan for households whose income is fifty-one percent (51%) to eighty percent (80%) AMFI, as defined by HUD

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

1. In the form of a fifteen (15) year deferred forgivable loan (based on assistance above \$40,000) for households whose income is 50% and below the AMFI as defined by HUD.
2. In the form of a zero (0%) percent, thirty (30) year repayable loan for households whose income is fifty one percent (51%) to eighty percent (80%) of the AMFI, as defined by HUD.

ZERO (0) of the **ELEVEN (11)** assisted homeowners shall have incomes that are thirty percent (30%) or less of the area median family income (AMFI), as defined by HUD.

NINE (9) of the **ELEVEN (11)** assisted homeowners shall have incomes that are fifty percent (50%) or less of the area median family income (AMFI), as defined by HUD.

ZERO (0) of the **ELEVEN (11)** assisted homeowners shall have incomes that are sixty percent (60%) or less of the area median family income (AMFI), as defined by HUD.

TWO (2) of the **ELEVEN (11)** assisted homeowners shall have incomes that are eighty percent (80%) or less of the area median family income (AMFI) as defined by HUD.

All ELEVEN (11) assisted homeowners will be victims directly affected by the disaster caused by Hurricane Rita which occurred on September 24, 2005.

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

Administrator is limited to serving homeowners whose primary residence is located in **POLK COUNTY**, Texas, in a jurisdiction that is not a participating jurisdiction, as defined in 24 C.F.R. Sec. 92.105, and in Uniform State Service Region Number, **5, (FIVE)** unless otherwise approved by Department.

Contract Administrator must propose targeting at least five percent (5%) of the proposed number of units to be assisted under this contract to persons who meet the definition of Persons with Disabilities as defined in 24 CFR 582.5. If Contract Administrator is unable to document a person with disabilities that meets the HOME eligible guidelines, Contract Administrator may request a waiver of this requirement in writing to the Department.

MATCH

NO MATCH REQUIREMENT.

ADMINISTRATION

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT B

THE APPLICABLE LAWS AND REGULATIONS

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

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

I. CIVIL RIGHTS

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

II. LEAD-BASED PAINT

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

III. ENVIRONMENTAL STANDARDS

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

IV. ACQUISITION/RELOCATION

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTSPOLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

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

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

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

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

By: _____

COPY
John P. Thompson
County Judge

Date: _____



DIRECT DEPOSIT AUTHORIZATION

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.

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- Section 7 must be completed by the paying state agency.
- Check all appropriate box(es).

For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Interagency transfer (Sections 2 & 3)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code (If not known, will be completed by Paying State Agency)	
	3. Name		4. Business phone number ()	
	5. Street address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Must be completed by financial institution representative.)

SECTION 4	13. Name	14. City	15. State
	16. Routing transit number	17. Customer account number (Dashes required <input type="checkbox"/> YES)	18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	19. Representative name (Please print)		20. Title
	21. Representative signature (Optional)	22. Phone number ()	23. Date

EXEMPTION:

SECTION 5	I claim exemption and request payment by state warrant (check) because:		
	24. <input type="checkbox"/> I hold a position that is classified below group 8 in the position classification salary schedule.		
	25. <input type="checkbox"/> I am unable to establish a qualifying account at a financial institution.		
	26. <input type="checkbox"/> I certify that payment by direct deposit would be impractical and/or more costly to me than payment by warrant.		
	27. Authorized signature	28. Printed name	29. Date

CANCELLATION BY AGENCY

SEC. 6	30. Reason	31. Date
--------	------------	----------

PAYING STATE AGENCY

SECTION 7	32. Signature	33. Printed name
	34. Agency name	35. Agency number
	36. Comments	37. Phone number ()
		38. Date

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



Administrator Name:	Administrator Phone Number:
Physical Address (street, city, zip):	
Mailing Address:	Email:
HOME Contract Number:	Administrator Tax ID #:
Administrator's Fiscal Year Begins:	Administrator's Fiscal Year Ends:

Contract Execution

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

Name:	Title:
Phone:	Fax:
	Email:

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

Signature of Authorized Administrator Representative _____ Date _____

Certifying Officer for Environmental Clearance

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

Name:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.
 Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:
Name 2:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:
Name 3:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Consultant Information and Authorization

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

Organization Name and Address:	
Phone:	Fax:
	Email:
Individual Authorized to Perform Data Entry:	<input type="checkbox"/> Add <input type="checkbox"/> Remove
Consultant Signature:	Date:

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

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only • See instructions on back

For Comptroller's use only

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1. Is this a new account? [] YES Mail Code 000 [] NO Enter Mail Code Agency number

2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN. [] 1 - Federal Employer's Identification (FEI) Number [] 2 - Social Security Number (SSN) [] 3 - Comptroller's assigned number

PAYEE INFORMATION (Please print or type) 4. Name of payee (individual or business to be paid) 5. Mailing address where you want to receive payments 6. (Optional) 7. (Optional) 8. (Optional) 9. City State ZIP Code Zone Code

10. SIC Code Security Type Code (0, 1, 2) Payee telephone number (Area code and number)

11. OWNERSHIP CODES - Check only one code by the appropriate ownership type that applies to you or your business. [] I - Individual Recipient (not owning a business) [] E - State Employee [] S - Sole Ownership (Individual owning a business) [] P - Partnership [] N - Other [] J - Joint Venture [] L - Limited Partnership [] T - Texas Corporation [] A - Professional Association [] C - Professional Corporation [] O - Out-of-State Corporation [] G - Governmental Entity [] U - State agency / University [] F - Financial Institution [] R - Foreign (out of U.S.A.)

12. Payment Assignment? [] YES [] NO Note: A copy of the assignment agreement between payees must be attached. Assignee name Assignee PIN Assignment date

13. Comments

14. sign here Authorized signature (Applicant or authorized agent) Date

15. Agency name Prepared by Phone (Area code and number)

COPY



COPY
DEPARTMENT OF LEGAL AFFAIRS

November 9, 2006

Mr. John Thompson
Polk County Judge
Polk County Commissioners Court
101 West Church Street, Suite 500
Livingston, TX 77351

Re: Lease between Polk County and the University of Texas Medical Branch at Galveston (UTMB)

Dear Judge Thompson:

UTMB requests the opportunity to extend the current Lease Agreement on a month-to-month basis beyond the expiration date of November 30, 2006, under the same terms and conditions for the 10,524 square foot space ("leasehold") located at 410 East Church in Livingston, Texas. The parties agree that the month-to-month tenancy shall begin on December 1, 2006. Either party shall be required to provide thirty (30) days prior written notice of intent to terminate. In the near future, UTMB will submit a Third Amendment to the Lease for a reduced square footage amount of approximately 4,307 square feet since it is our understanding that the Department of State Health Services (DSHS) would like to lease 6,217 square feet of UTMB's current leasehold.

Please signify your receipt and acknowledgement of this correspondence by signing below and returning an executed original to me.

Thank you for your assistance in this matter. If you have any questions, please contact Diane Bayne at (409) 772-5676.

Sincerely,

Richard S. Moore
Vice President for Business and Administration

Content Reviewed
as to Legal Form
LCF

ACCEPTED
COPY

RECEIVED

NOV 22 2006

John Thompson
Polk County Judge

POLK COUNTY JUDGE

Date: _____

4.(K)

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REIMBURSEMET RESOLUTION
CAPITAL OUTLAY PURCHASES
NOVEMBER 28, 2006
FY2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
CITY OF LIVINGSTON	BUILDING PERMIT	MAINT ENG	010-511-574	\$ 1,680.00
DAVIS AND BROWN CONST	DRY BRANCH BRIDGE	R&B#4	015-624-575	\$ 17,984.00
L&W LAFOUR & SONS CONST.	BRIDGE REPAIR	R&B#4	015-624-575	\$ 31,550.00
LANSLOWNE MOODY CO. LP	BOOM TRACTOR & MOWERR&B#1		015-571-573	\$ 84,687.00
TELCOM SUPPLY INC	MOVING TELEPHONE	MAINT ENG	00-511-574	\$ 391.16
TOTAL				<u>\$ 136,292.16</u>

5.



PROCLAMATION

100TH Anniversary – County Extension Agent

WHEREAS, the 12th day of November, 2006 marks the centennial of the employment of the first cooperative Extension Agent in the nation to serve a single county, and that county being Smith County, Texas, and

WHEREAS, that initial hiring was the direct result of the successful method demonstration works that were initiated on the Walter C. Porter Farm in Kaufman County, Texas, and

WHEREAS, the success of the Kaufman County demonstration effort was due in no small part to the communication skills and credibility of those persons directly involved with same effort, namely Dr. Seaman A. Knapp, U. S. Department of Agriculture Special Agent for the Promotion of Agriculture in the South, and Mr. Walter C. Porter, a Kaufman County farmer, and

WHEREAS, that successful relationship grew into a Cooperative Extension system serving all 254 counties of the Grand State of Texas, and

WHEREAS, the expertise of these County Extension Agents has grown to encompass not only Agriculture and Natural Resources, but also 4-H and Youth Development, Family and Consumer Sciences, and Community Resources and Economic Development, and

WHEREAS, said County Extension Agents are support don the District, Regional, and State level by Subject-Matter Specialists and others whose task it is to serve as Resource Persons for said County Staffs, and

WHEREAS, said Specialists whose task it is to disseminate and communicate the science conducted by The Texas A&M University System and that obtained from other institutions of higher learning to and through county Extension staff, and

WHEREAS, this highly successful Agency which is as vital now as it was 100 years ago, because it has not forgotten its purpose, and

WHEREAS, said purpose being Real Learning for Real Life,

NOW, THEREFORE, BE IT RESOLVED, that the week of November 12, 2006 be designated as COUNTY EXTENSION AGENT WEEK in Polk County and be it further RESOLVED, that this resolution be presented to every Commissioners Court in the Grand State of Texas, to be proclaimed publicly and recorded in the minutes of those meetings.

John P. Thompson
John P. Thompson, County Judge

Attest
Barbara Middleton
Barbara Middleton, County Clerk

