



POLK COUNTY COMMISSIONERS COURT

December 12, 2006
10:00 A.M.

Polk County Courthouse, 3rd floor

2006-141

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 the 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 28, 2006 (Regular 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. CONSIDER TERMINATION OF MEDICAL SERVICE AGREEMENT WITH DR. GARY RANDALL, EFFECTIVE DECEMBER 31, 2006.
- G. CONSIDER APPROVAL OF MEDICAL SERVICE AGREEMENT WITH DR. RAYMOND LUNA, EFFECTIVE JANUARY 1, 2007, FOR PRIMARY HEALTH CARE SERVICES FOR POLK COUNTY INDIGENT HEALTH CARE PROGRAM.
- H. CONSIDER APPROVAL OF AMENDMENT TO AGREEMENT WITH LIMESTONE COUNTY FOR THE TEMPORARY HOUSING OF POLK COUNTY INMATES, INCREASING PER DIEM FOR PRISONER HOUSING FROM \$42.00 TO \$44.00 PER DAY EFFECTIVE JANUARY 1, 2007.
- I. CONSIDER SHERIFF'S REQUEST TO ESTABLISH CASH FUND RELATING TO DRUG INVESTIGATION/ENFORCEMENT.

5. CONSIDER RESCHEDULING DECEMBER 26 & JANUARY 9 REGULAR COMMISSIONERS COURT SESSIONS (DUE TO CHRISTMAS HOLIDAY & JANUARY OPENING LEGISLATIVE SESSION).

6. CONSIDER SETTING COUNTY HOLIDAY SCHEDULE FOR CALENDAR YEAR 2007.

7. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO FY2007 LINE ITEM BUDGET FOR COUNTY ROAD SIGNAGE.

8. CONSIDER APPROVAL TO ADVERTISE FOR PRECINCT 3 BRIDGE & CULVERT REPAIR/REPLACEMENT AT; 1) OLD BERRING ROAD BRIDGE 2) OAKDALE ROAD CULVERT 3) OAKDALE ROAD BRIDGE 4) FREEMAN BOTTOM ROAD (FIRST) BRIDGE 5) FREEMAN BOTTOM ROAD (SECOND) BRIDGE 6) FREEMAN BOTTOM ROAD (MIDDLE) BRIDGE.

9. DISCUSSION AND ACTION ON THE FOLLOWING MATTERS CONCERNING THE PROPOSED IAH DETENTION FACILITY, INCLUDING: THE FINANCING; DESIGN/CONSTRUCTION OF THE FACILITY; OPERATION AND MANAGEMENT OF THE FACILITY, AND OTHER MATTERS RELATED TO THE IAH DETENTION FACILITY, AND THE EXPANSION OF THE EXISTING FACILITY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. REVIEW, DISCUSS AND APPROVE AGREEMENT FOR ARCHITECTURAL CONSULTING SERVICES BETWEEN ADAMS + FISHER ARCHITECTS AND POLK COUNTY AND IAH PUBLIC

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 2006 DEC -6 AM 11:28
 Polk County Clerk
 COUNTY CLERK, POLK CO.

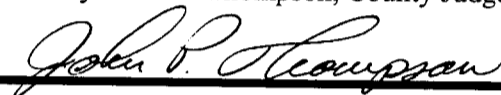
FACILITY CORPORATION;

- B. REVISE/DISCUSS AND APPROVE AMENDED AND RESTATED FACILITY OPERATION AND MANAGEMENT AGREEMENT BETWEEN CIVIGENICS-TEXAS, INC. AND POLK COUNTY, TEXAS;
- C. REVIEW/DISCUSS AND APPROVE A RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, AUTHORIZING AND APPROVING THE ISSUANCE OF PROJECT REVENUE BONDS, SERIES 2006 BY IAH PUBLIC FACILITY CORPORATION TO FINANCE THE IMPROVEMENTS, TO A DETENTION CENTER IN POLK COUNTY, TEXAS FOR LEASE TO POLK COUNTY; A FIRST AMENDMENT TO LEASE AGREEMENT, AND AN AMENDED AND RESTATED DEED OF TRUST; AND
- D. REVIEW/DISCUSS AND APPROVE ALL OTHER NECESSARY RESOLUTION, CERTIFICATION, DOCUMENTS OR MATTERS NECESSARY OR APPROPRIATE CONCERNING THE PROPOSED DETENTION FACILITY.
10. CONSIDER MAINTENANCE ENGINEERING REQUEST FOR AGREEMENT WITH EAST TEXAS DSL.
11. CONSIDER OFFERS ON TAX FORECLOSURE PROPERTIES:
- PRECINCT 4:**
- Lots 7, 8, 9 & 10, Block 8 and Lots 1, 2, 3, 5 & 6, Block 9, Holly Hills #2, Cause No. T00-257
 - Lot 66, Indian Springs Lake Estates #13, Cause No. 99-110

ADJOURN

Posted: December 6, 2006

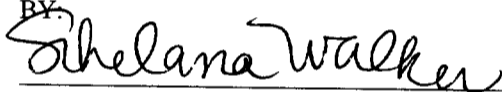
By: John P. Thompson, County Judge



I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, December 6, 2006 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY:

 (Deputy)



DECEMBER 12, 2006
Regular Session - 10:00 a.m.

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

ADDENDUM to Posting # 2006-141

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for December 12, 2006 at 10:00 A.M.

AMEND TO ADD:

- 12. **CONSIDER ANY/ALL ACTION RELATED TO THE COUNTY'S DEMOLITION OF NON-DESIGNATED PORTIONS OF IMPROVEMENTS LOCATED ON COUNTY PROPERTY, BLOCK 17, CITY OF LIVINGSTON..**
- 13. **CONSIDER APPROVAL OF CHANGE ORDER SUBMITTED BY ADAMS + FISHER AND RELATING TO RENOVATIONS OF POLK COUNTY OFFICE ANNEX.**

Dated: Friday, December 8, 2006

Commissioners Court of Polk County, Texas
By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, December 8, 2006 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY Sibelana Walker, Deputy

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2006 DEC -8 PM 3: 59
Barbara Middleton
COUNTY CLERK, POLK CO.

**COMMISSIONERS COURT
AGENDA POSTING #2006 - 141**

BE IT REMEMBERED ON THIS THE 12th DAY OF DECEMBER, 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 AND VERNON LOFTIN, INTERIUM COUNTY AUDITOR, WITH 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 REV. DOROTHY GREMILLION, PASTOR OF ST. LUKE'S EPISCOPAL CHURCH OF LIVINGSTON.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. CASSANDRA COLEMAN WITH THE EXTENSION OFFICE THANKED THE COURT FOR BEING SUPPORTIVE OF THEIR PROGRAMS AND PRESENTED EACH MEMBER WITH A PLAQUE OF APPRECIATION.
 - B. SHERIFF KENNETH HAMMACK GAVE A REPORT ABOUT THE SHERIFF'S DEPT. AND JAIL FOR THE PRECEDING MONTH.
 - C. KENNETH HAMBRICK, EMERGENCY MANAGEMENT REPORTED THAT WE HAVE NOT RECEIVED ANY FUNDS FROM OUR FEDERAL DISASTER IN OCTOBER.
 - D. RANDALL RICE OF McCREARY, VESELKA, BRAGG & ALLEN, P.C. GAVE A REPORT ON COLLECTIONS OF DELIQUENT FEES & FINES COLLECTED BY THE JUSTICE COURTS.

NEW BUSINESS

4. CONSENT AGENDA

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE FOLLOWING AGENDA ITEMS (A) THROUGH (I).

ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETING, NOVEMBER 28, 2006 (REGULAR SESSION).
- B. APPROVAL OF BUDGET REVISIONS #2007-04, AS PRESENTED BY COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVAL OF BUDGET AMENDMENTS #2007-04 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL OF SCHEDULE OF BILLS, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
11/28/06	6,229.77	202240 - 202250
11/29/06	89,686.77	ACH 825
11/29/06	1,066.30	202251 - 202252

DATE	AMOUNT	CHECK #
11/30/06	39,697.38	ACH 826
11/30/06	9,284.56	ACH 827
11/30/06	27,606.75	ACH 828
11/30/06	236,105.82	ACH 829
11/30/06	3,399.29	ACH 830
11/30/06	1,468.90	202253
11/30/06	4,396.05	202254 - 202259
12/01/06	15,537.88	202260 - 202267
12/04/06	151,573.08	ACH 831
12/05/06	159,065.92	202268 - 202416
12/05/06	13,170.74	202417 - 202438
12/11/06	713,827.82	Addendum (To appear on future schedule)
TOTAL	\$ 1,472,117.03	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. TERMINATION OF MEDICAL SERVICE AGREEMENT WITH DR. GARY RANDALL, EFFECTIVE DECEMBER 31, 2006.
- G. APPROVAL OF MEDICAL SERVICE AGREEMENT WITH DR. RAYMOND LUNA, EFFECTIVE JANUARY 1, 2007, FOR PRIMARY HEALTH CARE SERVICES FOR POLK COUNTY INDIGENT HEALTH CARE PROGRAM. (SEE ATTACHED)
- H. APPROVAL OF AMENDMENT TO AGREEMENT WITH LIMESTONE COUNTY FOR THE TEMPORARY HOUSING OF POLK COUNTY INMATES, INCREASING PER DIEM FOR PRISONER HOUSING FROM \$42.00 TO \$44.00 PER DAY, EFFECTIVE JANUARY 1, 2007. (SEE ATTACHED)
- I. APPROVE SHERIFF'S REQUEST TO ESTABLISH CASH FUND RELATING TO DRUG INVESTIGATION / ENFORCEMENT.
5. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO RESCHEDULE COMMISSIONERS COURT SESSIONS OF DECEMBER 26, 2006 TO DECEMBER 19, 2006, AND JANUARY 9, 2007 TO JANUARY 11, 2007, DUE TO CHRISTMAS HOLIDAY & JANUARY OPENING OF LEGISLATIVE SESSION IN AUSTIN.
ALL VOTING YES.
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE SETTING THE COUNTY HOLIDAY SCHEDULE FOR CALENDAR YEAR 2007.
ALL VOTING YES. (SEE ATTACHED)
7. (HELD TO LATER IN AGENDA)
8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR PRECINCT #3 BRIDGE & CULVERT REPAIR / REPLACEMENT AT THE FOLLOWING LOCATIONS;
1) OLD BERRING ROAD BRIDGE
2) OAKDALE ROAD CULVERT
3) OAKDALE ROAD BRIDGE
4) FREEMAN BOTTON ROAD (FIRST BRIDGE)
5) FREEMAN BOTTOM ROAD (SECOND BRIDGE)
6) FREEMAN BOTTOM ROAD (MIDDLE BRIDGE)
ALL VOTING YES.
9. HERB BRISTOW, LEGAL COUNSEL FOR IAH FACILITIES CORPORATION.
A. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE THE AGREEMENT FOR ARCHITECTURAL CONSULTING SERVICES BETWEEN ADAMS + FISHER ARCHITECTS AND POLK COUNTY & IAH PUBLIC FACILITY CORPORATION.
ALL VOTING YES. (SEE ATTACHED)

- B. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE AMENDED AND RESTATED FACILITY OPERATION AND MANAGEMENT AGREEMENT BETWEEN CIVIGENICS - TEXAS, INC. AND POLK COUNTY, TEXAS.
ALL VOTING YES. (SEE ATTACHED)
- C. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADOPT A "RESOLUTION" OF THE COMMISSIONERS COURT OF POLK COUNTY, AUTHORIZING AND APPROVING THE ISSUANCE OF PROJECT REVENUE BONDS, SERIES 2006 BY IAH PUBLIC FACILITY CORPORATION TO FINANCE THE IMPORVEMENTS, TO A DETENTION CENTER IN POLK COUNTY, TEXAS FOR LEASE TO POLK COUNTY; A FIRST AMENDMENT TO LEASE AGREEMENT, AND AN AMENDED AND RESTATED DEED OF TRUST.
ALL VOTING YES. (SEE ATTACHED)
- D. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, DISCUSSION AND APPROVE OF ALL OTHER NECESSARY RESOLUTION, CERTIFICATION, DOCUMENTS OR MATTERS NECESSARY OR APPROPRIATE CONCERNING THE PROPOSED DETENTION FACILITY PROPOSED ADDITION.
ALL VOTING YES.
- E. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE AND EXCUTE GENERAL CERTIFICATE BY COUNTY JUDGE JOHN P. THOMPSON AND COUNTY CLERK BARBARA MIDDLETON, CONCERNING THE PROPOSED ADDITION TO IAH PUBLIC FACILITY DETENTION CENTER.
ALL VOTING YES. (SEE ATTACHED)
- F. MOTIONED BY BOB WILLIS , SCONDED BY RONNIE VINCENT, TO APPROVE AUTHORIZATION OF TAX CERTIFICATE PERTAINING TO IAH PUBLIC FACILITY CORPORATION.
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO TABLE ITEM #7 "CONSIDER ANY / ALL NECESSARY ACTION RELATING TO FY2007 LINE ITEM BUDGET FOR COUNTY ROAD SIGNAGE".
ALL VOTING YES.
10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO TABLE ITEM #10 "CONSIDER MAINTENANCE ENGINEERING RQUEST FOR AGREEMENT WITH EAST TEXAS DSL".
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL TO ACCEPT OFFERS FOR TAX FORECLOSURE PROPERTIES, IN PRECINCT #4, AS FOLLOWS; LOTS 7, 8, 9, & 10, BLOCK 8 AND LOTS 1, 2, 3, 5 & 6, BLOCK 9, OF HOLLY HILLS #2, AS DESCRIBED IN CAUSE NO. T00-257, AND LOT 66, OF INDIAN SPRINGS LAKE ESTATES #13, AS DESCRIBED IN CAUSE NO.99-110.
ALL VOTING YES.
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL FOR COUNTY'S DEMOLITION OF NON-DESIGNATED PORTIONS OF IMPROVEMENTS LOCATED ON COUNTY OWNED PROPERTY, BLOCK 17, IN CITY OF LIVINGSTON.
ALL VOTING YES.
13. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE CHANGE ORDER SUBMITTED BY ADAMS + FISHER ARCHITECTS, IN RELATION TO RENOVATIONS TO POLK COUNTY OFFICE ANNEX.
ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 12th DAY OF DECEMBER, 2006 AT 11:04 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

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COPY

Revision
~~AMENDMENT~~ CHANGES BY FUND

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

Vernon H. Lutz
COUNTY AUDITOR

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

COPY VOL.

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-697-457	SURVEYING/ENGINEER	12/06/2006	2K7R04	2,000.00	2,335.00	335.00	MOVED FUNDS FROM CONTRACT/I	PT
2007 010-697-458	CONTRACT INSPECTIO	12/06/2006	2K7R04	4,000.00	3,665.00	335.00-	MOVE FUNDS TO SURVEYING; J	PT
	EXPENSE SUMMARY-ENV ENFORCMT		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 015-369-100	CULVERT/MATERIAL R	12/07/2006	2K7R04	23,550.00-	34,017.60-	10,467.60-	MOVE FUNDS TO MATERIALS; R	PT
2007 015-369-100	CULVERT/MATERIAL R	12/07/2006	2K7R04	34,017.60-	34,130.94-	113.34-	MOVE FUNDS TO MATERIALS; R	PT
			TOTAL AMENDMENTS	2	TOTAL CHANGES	10,580.94-		
2007 015-621-339	CONSTRUCTION CONTR	12/07/2006	2K7R04	193,550.00	204,017.60	10,467.60	MOVED FUNDS FROM MATERIAL R	PT
2007 015-621-339	CONSTRUCTION CONTR	12/07/2006	2K7R04	204,017.60	204,130.94	113.34	MOVED FUNDS FROM MATERIAL R	PT
			TOTAL AMENDMENTS	2	TOTAL CHANGES	10,580.94		

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Comments

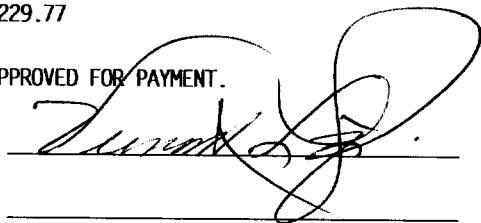
Fund Account	Description	Increase	Decrease	Current Budget	Amended Budget
010-333-427 010-465-416	<u>GENERAL FUND</u> IND DEFENSE VIDEO CONF GRANT IND DEFENSE VIDEO CONF GRANT	-196,993.71 196,993.71		0.00 0.00	-196,993.71 196,993.71
010-512-215	GENERAL FUND OFFICE SUPPLIES GENERAL FUND BALANCE	879.90	879.90	5,000.00	5,000.00 -879.90 0.00 0.00
090-560- 100	<u>GENERAL FUND</u> SHERIFF'S AGGT use of bal. GENERAL FUND BALANCE <i>So Drug for. Fund Balance</i>	15,396.53	15,396.53	0.00	15,396.53 -15,396.53 0.00 0.00 0.00
	<u>GENERAL FUND</u>				0.00 0.00 0.00 0.00 0.00 0.00 0.00
	<u>GENERAL FUND</u>				0.00 0.00 0.00 0.00 0.00 0.00
<u>TOTALS</u>		16,276.43	16,276.43	5,000.00	5,000.00

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,604.36
015	ROAD & BRIDGE ADM	2,716.06
027	SECURITY	4.56
051	AGING	904.79
TOTAL OF ALL FUNDS		6,229.77

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



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	58,971.51
015	ROAD & BRIDGE ADM	14,208.33
027	SECURITY	427.18
051	AGING	1,525.90
101	ADULT SUPERVISION	9,880.34
185	CCAP - JUVENILE PROBATION	4,673.51
TOTAL OF ALL FUNDS		89,686.77

ACH 825

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

VERNON H. LOFTIN

~~B. L. BOCKENS~~

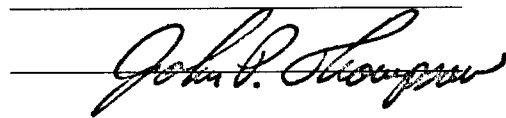


Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



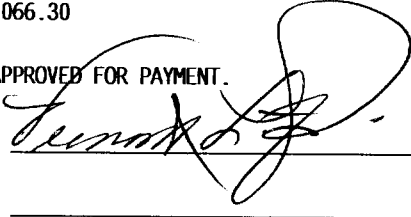
SCHEDULE OF BILLS BY FUND

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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	673.75
015 ROAD & BRIDGE ADM	371.55
185 CCAP - JUVENILE PROBATION	21.00
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TOTAL OF ALL FUNDS	1,066.30

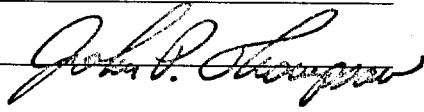
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

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



JOHN P. THOMPSON

COUNTY JUDGE




SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,097.12
015	ROAD & BRIDGE ADM	6,572.84
027	SECURITY	192.36
051	AGING	621.58
101	ADULT SUPERVISION	4,068.52
185	CCAP - JUVENILE PROBATION	2,144.96
TOTAL OF ALL FUNDS		39,697.38

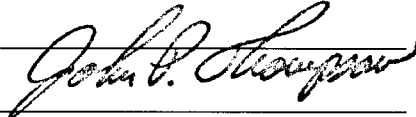
ACH 826

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



ACH 827

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,103.66
015	ROAD & BRIDGE ADM	1,537.32
027	SECURITY	45.00
051	AGING	145.40
101	ADULT SUPERVISION	951.56
185	CCAP - JUVENILE PROBATION	501.62
TOTAL OF ALL FUNDS		9,284.56

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]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	19,346.73
015	ROAD & BRIDGE ADM	3,659.01
027	SECURITY	84.93
051	AGING	164.82
101	ADULT SUPERVISION	2,917.97
185	CCAP - JUVENILE PROBATION	1,433.29
TOTAL OF ALL FUNDS		27,606.75

ACH 828

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

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

 JOHN P. THOMPSON
John P. Thompson

 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 52 PAGE 2595

1
Act 829

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	154,853.82
015 ROAD & BRIDGE ADM	40,814.64
027 SECURITY	1,216.67
051 AGING	4,122.01
101 ADULT SUPERVISION	22,697.10
185 CCAP - JUVENILE PROBATION	12,401.58

TOTAL OF ALL FUNDS	236,105.82

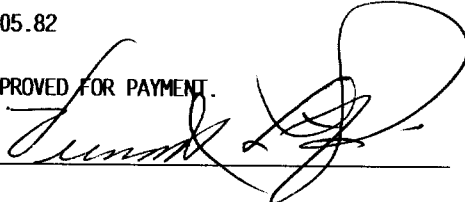
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

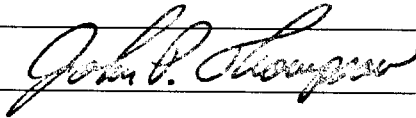
Vernon H. Loftin
~~B. L. BOCKENS~~

Interim COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE





SCHEDULE OF BILLS BY FUND

Act 830

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,883.45
015	ROAD & BRIDGE ADM	515.84
TOTAL OF ALL FUNDS		3,399.29

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

Vernon H. Lottin

~~B. L. DOCKENS~~

Interim

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,468.90

TOTAL OF ALL FUNDS	1,468.90

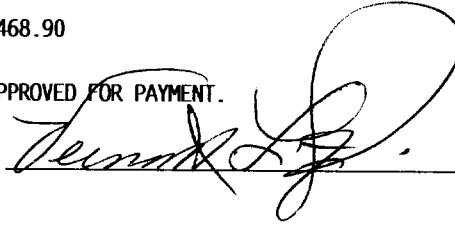
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

VERNON H. LOFTIN

B. L. DOCKENS

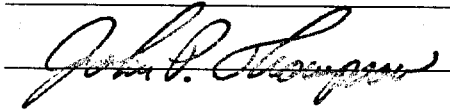
Interim

COUNTY AUDITOR



JOHN P. THOMPSON

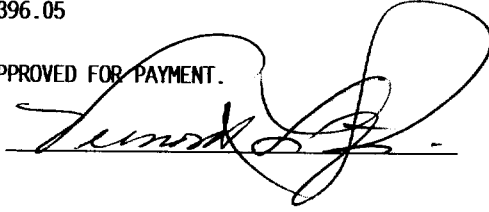
COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,248.07
015	ROAD & BRIDGE ADM	275.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,081.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		4,396.05

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

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



Interim

COUNTY AUDITOR

JOHN P. THOMPSON

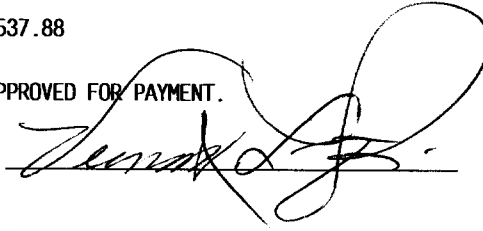


COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	15,319.88
051	AGING	218.00
TOTAL OF ALL FUNDS		15,537.88

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

VERNON H. COFFIN
~~B. L. BOCKENS~~

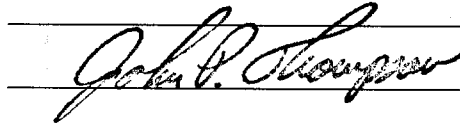


Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	151,573.08

TOTAL OF ALL FUNDS	151,573.08

ACH 8/31

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

VERNA H. LOFTIN

~~B. E. BOCKENS~~

[Signature]

Interim

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	111,740.36
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	43,893.26
027	SECURITY	27.00
040	LAW LIBRARY FUND	587.19
051	AGING	1,697.56
088	JUDICIARY FUND	47.60
093	CO CLERK RECORDS MGMT FUND	1,013.00
TOTAL OF ALL FUNDS		159,065.92

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

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

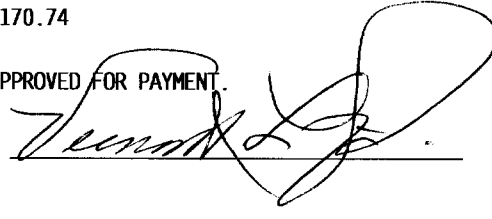
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	13,170.74

TOTAL OF ALL FUNDS	13,170.74

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



VOL. 52 PAGE 2603

ADDENDUM
SCHEDULE OF BILLS FOR
DECEMBER 12, 2006 ✓
FY 2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ADAMS TRUCKING CO	REPAIR TO EQUIPMENT	R&B#1	015-621-456	\$ 372.24
AIRPLEXUS, INC	CABLING VIDEO CONFERENCING	JUV PROB.	010-465-416	\$ 720.00
BASKINS	UNIFORMS	R&B#2	015-622-300	\$ 2,315.30
BOLLIER PLUMBING	SUPPLIES	R&B#2	015-622-337	\$ 23.67
BOWEN, ALLEN	WELDING BRIDGES	R&B#2	015-622-337	\$ 105.00
CHEROKEE COUNTY CLRK	INDIGENT CARE	SOCIAL SERV.	010-645-411	\$ 367.00
CIVIGENICS, INC	INMATE HOUSING	JAIL	010-512-440	\$ 14,208.00
CLACK CHARLES	OUT OF COUNTY FEES	CONST. #1	010-229-121	\$ 525.00
CLIFTON, KATHY: DIST CLERK	TAX SALES	DIST CLERK	010-227-000	\$ 38,262.75
COLVIN AUTO PARTS	PARTS	R&B#4	015-624-456	\$ 5.98
CWS PROPANE LLC	PROPANE	R&B#2	015-622-337	\$ 20.00
DOCKENS, BOB	LEGAL FEES			\$ 6,245.35
EAST TEXAS ASPHALT	ROAD MATERIALS	R&B#2	015-622-339	\$ 2,452.54
EAST TEXAS ASPHALT	ROAD MATERIALS	R&B#2	015-622-339	\$ 388.32
EAST TEXAS COPY SYSTEM	COPY MACHINE USE	R&B#1	015-621-337	\$ 40.00
GE CAPITAL	COPIER LEASE			\$ 845.55
HANSEN HARDWARE	SUPPLIES	R&B#2	015-622-337	\$ 30.25
HAYES, BARBARA	2006 XMAS BANQUET		010-401-352	\$ 1,445.90
HUGHES PETROLEUM PROD	FUEL	R&B#1	015-621-330	\$ 1,813.36
HUGHES PETROLEUM PROD	FUEL	R&B#3	015-623-330	\$ 7,385.01
HUGHES PETROLEUM PROD	FUEL	R&B#4	015-624-330	\$ 5,181.20
INDUSTRIAL CHEMICAL	MOSQUITO SPRAY	R&B#1	015-621-337	\$ 6,596.31
ISOM, FRANK	CLEANING	R&B#1	015-621-337	\$ 200.00
KIMBERLIN, DIANE	TRAVEL REIMBURSMNT	EMERG MGMT	010-695-427	\$ 331.22
LINESTONE COUNTY	INMATE HOUSING	JAIL	010-512-440	\$ 15,461.22
LINEBERGER GOGGAN & ETC	TAX SALES	DIST CLERK	010-227-000	\$ 1,758.12
LOWE'S	SUPPLIES			\$ 311.87
LUFKIN FASTNERS, INC	SUPPLIES	R&B#4	015-624-456	\$ 41.37
LYNNETTE CRUSE TAC	TYLER COUNTY TAX SALES	DIST CLERK	010-227-000	\$ 3,124.95
M & M AUTO SUPPLY	SUPPLIES	R&B#2	015-622-337	\$ 307.18
MEMORIAL POINT POA	TAX SALES	DIST CLERK	010-227-000	\$ 69.94
MOORE TRAVEL	AIR FARE PADRE, TEX	DIST ATTY	010-475-427	\$ 188.60
MUSTANG CAT TRACTOR	PARTS	R&B#1	015-621-456	\$ 253.33
MUSTANG CAT TRACTOR	PARTS	R&B#4	015-624-456	\$ 123.66
ONALASKA EQUIPMENT	PARTS	R&B#2	015-622-337	\$ 20.00
PAYROLL	EMPLOYEE 12/12/06	ALL		\$ 410,956.17
PERKINS, CHARLES	REPAIR TO EQUIPMENT	R&B#2	015-622-456	\$ 1,027.50
POLK COUNTY APPRAISAL				\$ 69,958.00
R.B'S WATER DEPOT	WATER	R&B#4	015-624-337	\$ 29.01
RECURRING EXPENSES	RECURRING BILLS JAN 1, 2007			\$ 15,537.88
RMS	ROAD MATERIALS	R&B#4	015-624-339	\$ 490.00
SAM RAYBURN G&I	TOWER RENTAL	SHERIFF	010-560-483	\$ 164.00
SANDERSON KNOX & BELT	COMM. COURT MEETING	COMM. COURT	010-401-401	\$ 784.00
SMITH, MARION TAC	TAX SALES	DIST CLERK	010-227-000	\$ 59,154.50
SOUTHERN CRUSHED CONCI	ROAD MATERIALS	R&B#1	015-621-339	\$ 15,959.16
TELCOM SUPPLY IINC	TELEPHONE REPAIR	GENERAL	010-409-420	\$ 650.94
TEXAS ASSO. OF COUNTIES	CONFERENCE	R&B#2	015-622-427	\$ 200.00
TEXAS DEPT. OF HEALTH	TBD	COUNTY JUDGE		\$ 15,064.92
THOMAS SUPPLY INC	CULVERT MATERIALS	R&B#2	015-622-338	\$ 320.11
THOMPSON, JOHN	TRAVEL REIMBURSMNT			\$ 545.12

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ADDENDUM
SCHEDULE OF BILLS FOR
DECEMBER 12,2006

TRACTOR SUPPLY CO	SUPPLIES	FY 2007	R&B#2	015-622-337	\$	110.88
UTILITIES					\$	11,072.28
VERISON WIRELESS	CELL PHONE		CO.JUDGE	010-400-423	\$	65.60
VOYAGER FLEET SERVICE	FUEL				\$	2,479.24
WAYNES TIRE SHOP	TIRE REPAIR		R&B#2	015-622-354	\$	90.56
TOTAL					\$	713,827.82

4(F)

DATE: NOVEMBER 29, 2006 TO DECEMBER 12, 2006

COPY

Revised

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	MARY BETH PAYNE	DISTRICT CLERK	105 DEPUTY CLERK	LABOR POOL (-900)	12/(01)	9.98/HR	RECLASSIFY FROM LABOR POOL (-900) , 12/(01) (9.98/HR) TO REG PART-TIME 12/(01) (9.98/HR) EFFECTIVE 12/13/2006
(2)	ROY H. EPPERSON	JUSTICE PEACE PCT #2	102 SECRETARY I	LABOR POOL (-900)	12/(01)	9.98/HR	RECLASSIFY FROM LABOR POOL (-900) , 12/(01) (9.98/HR) TO REG PART-TIME 12/(01) (9.98/HR) EFFECTIVE 12/13/2006
(3)	STEPHANIE RENEE GLOVER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/(01)	\$10.99	RECLASSIFY FROM LABOR POOL (-900) , 14/(01) (10.99/HR) TO REG PART-TIME 14/(01) (10.99/HR) EFFECTIVE 12/13/2006
(4)	JOSEPH EUGENE MARTIN III	DISTRICT ATTORNEY	1128 FIRST ASST. DISTRICT ATTORNEY	REGULAR-FULL-TIME	33/03 + supplement	\$70,673.60	NEW HIRE EFFECTIVE 01/01/2007
(5)	EVA MARIA MARTINEZ	TAX ASSESSOR	105 DEPUTY CLERK	LABOR POOL (-900)	12/(01)	\$9.98/HR	SEPARATION EFFECTIVE 12/13/2006
(6)	DEBORAH LEE DUDLEY	SOCIAL SERVICES	102 SECRETARY I	LABOR POOL (-900)	12/(01)	\$9.98/HR	NEW HIRE EFFECTIVE 12/14/2006
(7)							
(14)							
(15)							
(16)							
(17)							
(18)							
(19)							
(20)							
(21)							
(22)							
(23)							

4(H)

November 17, 2006

Judge John Thompson
Polk County
101 West Church Street
Suite 300
Livingston, TX 77351

Re: County Inmates Housed in the Limestone County

Dear Judge Thompson:

Per our previous discussions, Limestone County and CiviGenics, the jail operator, have determined that it will be necessary to increase the per diem for prisoner housing from \$42.00 per day to \$44.00 per day effective January 1, 2007.

The job market in Texas has become quite competitive, and as a result, CiviGenics has been forced to increase salaries in order to attract and retain qualified detention officers.

Attached, please find an amended prisoner housing agreement for your signature.

Should you have any questions please feel free to contact me.

Again, thank you for your time and consideration.

Respectfully,



Eleanor Holmes
County Judge
Limestone County

EH/tlg

4(G)

POLK COUNTY INDIGENT HEALTHCARE PROGRAM
MANDATED MEDICAL PROVIDER APPOINTMENT

As an amendment to its Mandated Provider Policies, Polk County Commissioners Court elects to appoint Dr. Raymond Luna, M. D. (Provider) as the designated "Primary Health Care Provider (PCP)" in accordance with Subtitle C. Indigent Health Care, Chapter 61, Indigent Health Care and Treatment Act, Subchapter A, section 61.030. "Provider" shall remain a Title XIX Medicaid enrolled Provider and shall provide medically necessary services, excluding specific and limited services (attachment), to eligible County Residents, according to the criteria set forth by the Polk County Commissioners Court. This agreement is for provisions of Primary Health Care, including all available services in the "Provider's" office setting. Services, excluding specialty services, shall be rendered to all eligible residents for a monthly fee to be paid by Polk County.

Physician Assistant

These services must be medically necessary provided by a P.A. under the direction of Dr. Raymond Luna, M. D. and billed by and paid to the supervising physician, in accordance with the Texas Indigent Health Care Act.

I. SCOPE of SERVICES

- a. Provider shall provide primary care to qualified eligible residents under the scope of his license as required by the Texas Board of Medical Examiners;
- b. Provider agrees to provide available medical services to qualified eligible residents, including but not limited to appropriate diagnostic, laboratory, radiology, and therapeutic services. All services rendered will be based upon "medically necessary" according to Chapter 61 of the Health and Safety Code-Indigent Health Care Act'
- c. Provider or designee shall be available for telephone consultation at anytime as medically necessary;
- d. The Provider shall notify Polk County Social Services in the event he is unavailable and provide the name of a designated Physician for continuation of health care services.
- e. If contacted by the Memorial Hospital of Livingston and if medically appropriate, the Provider shall oversee healthcare services to patients who are hospitalized.
- f. The "Provider" shall provide evaluation and treatment to qualified eligible residents for conditions not deemed to require hospital emergency room care between the hours 8:00 a.m. 3:30 p.m. Monday through Wednesday and Friday and Thursday 8:00 a.m. – 12:00 p.m. as scheduled by the "Provider".
- g. If necessary, administer medical protocols and prescription formulary.

II. ANCILLARY SERVICES, if available, medically appropriate

- a. Radiology services;
- b. Pulmonary function testing;
- c. EKG;
- d. IV fluid infusion;
- e. Medicine injections;

- f. Nebulizer treatments;
- g. Laceration suturing;
- h. Skin lesion removal;
- i. Laboratory services.

III PATIENT REFERRALS OR TRANSFERS

- a. In the event "Provider" is unable to provide medically necessary services under the scope of his/her license and Specialized Physician Services are medically necessary, notify Polk County Social Services Department as soon as possible by submitting the County referral document (attached).
- b. Medical records shall be forwarded to County as requested by the Social Service Department after County provides a medical release form signed by eligible resident.

IV PRESCRIPTION MEDICATIONS

- a. If medically necessary and appropriate the "Provider" will provide written prescriptions to patients.
- b. Medications are subject to limitations (up to three per month) according to the Indigent Health Care Act.
- c. If available, the "Provider shall offer medication samples to patients.
- d. Non-covered and Over-the-Counter medications will be the responsibility of patients.

V Compensation for Services

- a. Polk County Commissioners Court shall reimburse the "Provider" a monthly fee of \$3,000.00 (three thousand dollars), payable between 1st and 15th of each consecutive month in lieu of services to all qualified eligible residents.
- b. At the rate of Medicaid payments, Polk County will reimburse Designated Physicians during the absence of the Mandated Physician.

VI. Relationship and Indemnification of Parties

- a. The relationship of the parties under this Agreement is solely that of independent contractors. Nothing in this Agreement shall constitute, be construed to, or create a partnership, joint venture, or employment relationship between the parties hereto or any of their contractors.
- c. County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits,

Proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of County or Provider or others

under County's and Provider's supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

- c. Supervising Physician and staff shall uphold requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule published by the United States Department of Health and Human Services at 45 CFR 160-164 (Privacy Rule). HIPAA and the Rule regulate the services of protected health information.

V. TERM AND TERMINATION OF AGREEMENT

- a. **Term.** This agreement will commence January 7, 2007 and remain in full force and effective for a period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein. This agreement supercedes all previous agreements.
- b. **Optional Termination.** In the event either party, with or without cause, at any time, shall give to the other party at least 30 (thirty) days advance written notice. This agreement shall terminate on the future date specified in such notice.
- c. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party and copied to the Director of Polk County Indigent Health Care.

ADOPTED THIS THE 12th DAY OF December, 2006.

ACCEPTED:

Raymond Luna
 Dr. Raymond Luna, M. D.
 219 North Eastwood
 Livingston, Texas 77351

12/13/06
 Date

John P. Thompson
 Judge John Thompson
 Polk County Judge
 101 W. Church Street #300
 Livingston, Texas 77351

12/12/06
 Date

4(A)

**AMENDMENT TO AGREEMENT
BETWEEN LIMESTONE COUNTY AND POLK COUNTY
FOR THE TEMPORARY HOUSING OF INMATES**

WITNESSETH

WHEREAS, Limestone County and Polk County have mutually agreed and entered into a Temporary Housing Agreement, for Polk County to temporarily house inmates at Limestone County Detention Center, to ease overcrowding at Polk County and

WHEREAS, Limestone County, and Polk County, have mutually agreed that this amendment shall be effective the date of the original contract, and

WHEREAS, Limestone County, and Polk County, have mutually agreed and accepted the terms of this amendment and;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and subject to the conditions set forth in the original Agreement as well as this amendment and;

To be amended to read as follows:

"Payment for Services. It is agreed between the parties hereto that the rates of the payment for housing for Polk County inmates will be \$44.00 as of January 1, 2007."

Except as amended hereby, the terms and conditions of the original Agreement shall remain unchanged.

SIGNED this 21st day of November 2006.

Limestone County Judge
Elenor Holmes
By: Elenor F. Holmes

Polk County Judge
John P. Thompson
By: _____

PROPOSED



**POLK COUNTY, TEXAS
2007 - HOLIDAY SCHEDULE - 2007**



-
- New Year's*..... *Monday, January 1, 2007*
(approved in 2006 Schedule)
 - Martin Luther King, Jr. Day**..... **Monday, January 15, 2007**
 - President's Day** **Monday, February 19, 2007**
 - Good Friday** **Friday, April 6, 2007**
 - Memorial Day** **(observed) Monday, May 28, 2007**
 - Independence Day** **Wednesday, July 4, 2007**
 - Labor Day**..... **Monday, September 3, 2007**
 - Columbus Day**..... **Monday, October 8, 2007**
 - Thanksgiving** **Thursday, November 22, 2007**
Friday, November 23, 2007
 - Christmas** **Monday, December 24, 2007**
..... **Tuesday, December 25, 2007**
 - New Year's Day** **Tuesday, January 1, 2008**

***To be considered by the Polk County Commissioners Court
on December 12, 2006.***

#6

9.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF POLK §

We, the undersigned County Clerk and County Judge of the Commissioners Court of Polk County, Texas ("Commissioners Court"), hereby certify as follows:

1. The Commissioners Court convened in Special Meeting ("Meeting") on the 12th day of December, 2006, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

John P. Thompson	County Judge	Robert C. (Bob) Willis	Precinct 1
Ronnie Vincent	Precinct 2	James J. (Buddy) Purvis	Precinct 3
Charles (Tommy) Overstreet	Precinct 4		

and all of such persons participated in the Meeting, except the following N/A, thus constituting a quorum. Whereupon, among other business transactions at said Meeting, a written

RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY,
AUTHORIZING AND APPROVING THE ISSUANCE OF PROJECT REVENUE BONDS,
SERIES 2006 BY IAH PUBLIC FACILITY CORPORATION
TO FINANCE THE IMPROVEMENTS TO A DETENTION CENTER
IN POLK COUNTY, TEXAS FOR LEASE TO POLK COUNTY,
A FIRST AMENDMENT TO LEASE AGREEMENT,
AND AN AMENDED AND RESTATED DEED OF TRUST

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Resolution be passed; and after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

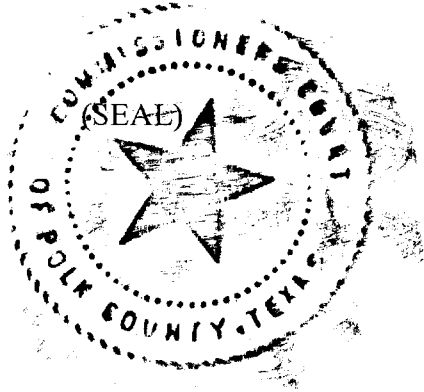
AYES: 4 ABSTENTIONS: None NOES: None

2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioner Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioner Courts minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting; and that said Resolution would be introduced and considered for passage at said Meeting; and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 511, Texas Government Code.

SIGNED AND SEALED THIS 12th day of December, 2006.

Barbara Middleton
County Clerk
Polk County, Texas

John P. Thompson
Honorable John P. Thompson, County Judge
Polk County, Texas



**RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY,
AUTHORIZING AND APPROVING THE ISSUANCE OF PROJECT REVENUE BONDS,
SERIES 2006 BY IAH PUBLIC FACILITY CORPORATION
TO FINANCE THE IMPROVEMENTS TO A DETENTION CENTER
IN POLK COUNTY, TEXAS FOR LEASE TO POLK COUNTY,
A FIRST AMENDMENT TO LEASE AGREEMENT,
AND AN AMENDED AND RESTATED DEED OF TRUST**

WHEREAS, pursuant to the authority granted by Chapter 303, Texas Local Government Code, as amended (the "Act"), this Commissioners Court has authorized the IAH Public Facility Corporation, (the "Corporation") a nonprofit public corporation to act on its behalf to finance, under the Act, "public facilities" thereunder; and

WHEREAS, in order to further the purposes of the Act, the IAH Public Facility Corporation (the "Issuer") has issued and sold its Project Revenue Bonds, Series 2004, in an original aggregate principal amount of \$24,215,000 (the "Series 2004 Bonds"), the proceeds of which were used to refund bonds the proceeds of which were used to finance a multi-classification correctional facility (the "Project") located in Polk County, Texas; and

WHEREAS, the Series 2004 Bonds were issued and secured under that certain Trust Indenture between the Issuer and the Trustee dated as of November 1, 2004 (the "Existing Indenture"); and

WHEREAS, contemporaneously with the execution and delivery of the Existing Indenture, the Issuer and Polk County, Texas entered into that certain Lease Agreement (With Option to Purchase) dated as of November 1, 2004 (the "Existing Lease"); and

WHEREAS, pursuant to the Existing Lease, the County is required to make Rental Payments (as defined therein) in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Series 2004 Bonds when due; and

WHEREAS, the Series 2004 Bonds are secured by a pledge and assignment of the Lease, and by a mortgage of the Project, given by the Issuer for the benefit of the Trustee pursuant to a Deed of Trust and Security Agreement dated as of November 1, 2004 (the "Existing Deed of Trust"); and

WHEREAS, pursuant to Section 2.10 of the Existing Indenture, the Issuer is authorized to issue Additional Bonds to provide funds for additions to or further improvements of the Project, provided, the prerequisites of such Section 2.10 of the Existing Indenture are met; and

WHEREAS, the Issuer has deemed it necessary and advisable to issue its Project Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), as Additional Bonds pursuant to and in accordance with Section 2.10 of the Existing Indenture and pursuant to terms of a First Supplemental Indenture between Issuer and Trustee dated as of December 1, 2006 (the "Supplemental Indenture"), in order to finance certain improvements to the Project (the "Series 2006 Improvements") as described in the Supplemental Indenture; and

WHEREAS, the Supplemental Indenture is permitted pursuant to Sections 2.10 and 11.1(f) of the Existing Indenture; and

WHEREAS, in accordance with the terms of the Existing Indenture and the Existing Lease, the County deems it necessary and advisable to enter into a First Amendment to Lease Agreement dated as of December 1, 2006 (the "First Amendment to Lease", and together with the Existing Lease, the "Lease"), providing for additional Rental Payments sufficient to pay the principal of and interest on the Series 2006 Bonds when due; and

WHEREAS, the First Amendment to the Lease is permitted pursuant to Sections 6.4(i) and 15.4 of the Existing Lease and Section 12.01(ii) and (iv) of the Existing Indenture; and

WHEREAS, the Issuer deems it necessary and advisable to enter into that certain Amended and Restated Deed of Trust dated as of December 1, 2006 between Grantor, Mortgage Trustee, and Beneficiary (the "Deed of Trust"); and

WHEREAS, the amendment of the Deed of Trust is permitted pursuant to Section 11.10 of the Existing Deed of Trust and Section 12.01(ii) and (iv) of the Existing Indenture; and

WHEREAS, the Supplemental Indenture is intended to set forth the terms and provisions applicable to the Series 2006 Bonds and is not intended to otherwise amend, modify or abrogate the terms and provisions of the Existing Indenture; and

WHEREAS, in accordance with Section 303.072 of the Act, the Series 2006 Bonds will not be an obligation or a pledge of the faith and credit of the County or of the State of Texas or any agency of the State of Texas; and

WHEREAS, the Project including the Series 2006 Improvements constitute a "public facility" as such term is defined in the Act; and

WHEREAS, this Commissioners Court desires to authorize the Corporation to use the proceeds of the Series 2006 Bonds to finance the Series 2006 Improvements; and

WHEREAS, such Series 2006 Improvements will be and become part of the Project as defined in the Existing Indenture and will be leased by the Corporation to the County pursuant to the Lease; and

WHEREAS, this Commissioners Court has been presented with and has reviewed the Articles of Incorporation and Bylaws of the Corporation; and

WHEREAS, this meeting is open to the public as required by law, and public notice of the time, place and purpose of this meeting was given as required by Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT OF POLK COUNTY, TEXAS:

Section 1. That the findings and declarations contained in the preambles of this resolution are incorporated herein as part of this resolution.

Section 2. That the Corporation is authorized to finance the Series 2006 Improvements described in the preambles hereof through the issuance of the Series 2006 Bonds that are payable solely from the rents, revenues or other amounts to be received by or on behalf of the Corporation with respect to the Project, including rental payments received from the County pursuant to the Lease, having terms and provisions approved by both parties, executed and delivered pursuant to the Act and other applicable Texas law. Such revenue bonds shall never constitute a debt or pledge of the faith and credit or the taxing power of the State of Texas, the County or the Corporation, but shall be payable solely from a pledge of the rents, revenues or other payments to be made with respect to the Project, including under the Lease, and, as required by the Act, such revenue bonds shall state on their face that neither the faith nor credit nor the taxing power of the State of Texas, nor of the County or any other political subdivision of the State of Texas is pledged to the payment of the principal of or the interest on such revenue bonds.

Section 3. That this Commissioners Court hereby approves the terms of the First Amendment to Lease, in substantially the form and substantially to the effect presented to this Commissioners Court with such changes therein as shall be approved by the officials executing same their execution thereof being conclusive evidence of such approval and that the County Judge, or any appropriately designated official in the County Judge's absence, and the County Clerk are authorized and directed to execute and attest (respectively) and deliver the First Amendment to Lease, and any and all certificates and other instruments described therein.

Section 4. That this Commissioners Court hereby approves the terms of the Supplemental Indenture, in substantially the form and substantially the effect presented to this Commissioners Court with such changes therein as the officers of the Corporation executing said Trust Indenture may approve their execution thereof being considered conclusive evidence of such approval.

Section 5. That this Commissioners Court hereby approves the terms of the Amended and Restated Deed of Trust, in substantially the form and substantially to the effect presented to this Commissioners Court, with such changes therein as the officers of the Corporation executing said Deed of Trust may approve, their execution thereof being considered evidence of such approval.

Section 6. That it is intended that the Corporation act as a duly constituted authority and instrumentality of the County, with the power to act on its behalf and to accomplish the public purposes of the State of Texas within the meaning of regulations and revenue rulings of the Treasury Department of the Internal Revenue Service of the United States promulgated under Sections 103 and 115 of the Internal Revenue Code of 1986, as amended.

Section 7. That a resolution of the Corporation (the "Corporate Resolution") substantially in the form attached hereto as **Exhibit A** is expected to be adopted by the

Corporation. The adoption of such Corporate Resolution by the Corporation is hereby authorized and approved.

Section 8. That this resolution is adopted to comply with Section 303.071 of the Act.

Section 9. That this resolution shall take effect immediately from and after its adoption.

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF CORPORATE RESOLUTION

GENERAL CERTIFICATE OF POLK COUNTY, TEXAS

THE STATE OF TEXAS)
) ss.
 COUNTY OF POLK)

We, the undersigned, County Judge and County Clerk of Polk County, Texas (the "County"), each duly elected and acting, do hereby certify as follows:

1. This Certificate is executed with reference to that series of bonds entitled IAH Public Facility Corporation Project Revenue Bonds, Series 2006 in the principal amount of \$24,820,000 (the "Bonds").

2. The County is a duly created and organized county, a body politic and corporate, and a political subdivision of the State of Texas, acting by and through the Commissioners Court.

3. The IAH Public Facility Corporation (the "Issuer") was created and authorized to act on behalf of the County to finance a public facility of the County by the issuance of the Bonds, and the Articles of Incorporation and Bylaws of the Issuer, were approved by resolution of the County dated December 12, 2006, and the issuance of the Bonds by the Issuer was approved by resolution of the County dated December 12, 2006. Since December 12, 2006, the Articles of Incorporation and Bylaws, and the resolution of the County adopting same, and since December 12, 2006 the resolution approving the issuance of the Bonds, have not been amended, annulled, rescinded, or revoked and remain in full force and effect on the date hereof.

4. On December 12, 2006, and at all times since that date, the following persons have duly constituted the members of the governing body of the County:

John P. Thompson	County Judge
Robert C. (Bob) Willis	Precinct 1
Ronnie Vincent	Precinct 2
James J. (Buddy) Purvis	Precinct 3
Charles (Tommy) Overstreet	Precinct 4

5. On December 12, 2006, and at all times since that date, the following persons have been the duly appointed directors of the Issuer:

John P. Thompson	President
Tommy Overstreet	Vice President
Darrell Longino	Secretary/Treasurer
Kenneth Hammack	Director
Melvin Joice	Director

6. The County, pursuant to due authorization of the Commissioners Court, has full legal right, power and authority to enter into that certain Lease Agreement (With Option to Purchase) dated as of November 1, 2004 (the "Existing Lease"), by and between it and IAH Public Facility Corporation as amended by the First Amendment to Lease Agreement, dated as of December 1, 2006 (the "First Amendment to Lease" and, collectively with the Existing Lease, the "Lease"), and that certain Facility Operation and Management Services Agreement, dated as of December 21, 2006 (the "Operating Agreement") between the County and Civigenics-Texas, Inc. (the "Operator"), and has the legal right, power and authority to carry out and effectuate the transactions contemplated by the Lease and the Operating Agreement.

7. In accordance with its authority, the County Judge and County Clerk of the County have duly executed and delivered, and the Commissioners Court of the County has authorized the due performance of, the Lease and the Operating Agreement, and such documents constitute legal, valid and binding obligations of the County enforceable in accordance with their respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' right generally and subject to the availability of equitable remedies generally.

8. The terms of the Lease and the Operating Agreement, and the performance of the County's obligations thereunder, are not in conflict with and do not constitute a breach of or a default under the Constitution or the laws of the State of Texas, or the terms and provisions of any instrument or restriction to which the County is presently a party or to or by which the County is presently subject.

9. The County has received all permits and approvals of any governmental authority, board, agency or commission having jurisdiction, which are required to be obtained by the County prior to the issuance of the Bonds by the Issuer or the execution, delivery and performance by the County of the Lease and the Operating Agreement.

10. There is no action, suit, hearing, proceeding, inquiry, investigation or litigation of any nature, at law or in equity, before or by any court, public board, agency or body, pending or threatened against or affecting the County (or to the best of my knowledge any basis therefor) wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (i) the creation, organization, existence or powers of the County or the Issuer or the title or authority of the officers and directors of the County or the Issuer, (ii) the transactions contemplated by the Lease and the Operating Agreement, (iii) the validity or enforceability of the Lease or the Operating Agreement, (iv) the issuance or approval of the Bonds, or (v) the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

11. As of the date hereof, the Lease and the Operating Agreement are in substantially the form approved by the Commissioners Court of the County.

12. The representations and warranties of the County contained in the Lease are true and correct on and as of this date, and no default has occurred and is continuing thereunder on this date.


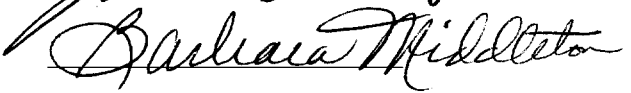
13. The information relating to the County set forth in the Official Statement, dated December __, 2006, relating to the Bonds (the "Official Statement"), as of the date thereof and as of the date hereof, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

14. The Project constitutes an "eligible project" as defined in Section 361.051 Texas Local Government Code.


15. The Attorney General of the State of Texas is hereby authorized to date this Certificate on and as of the date of his approval of the Bonds, and this Certificate and the matters certified herein shall be deemed for all purposes to be true, accurate and correct on and as of that date, and on and as of the date of issuance of the Bonds, unless the County through an officer shall notify the Attorney General, in writing to the contrary prior to either of such dates.


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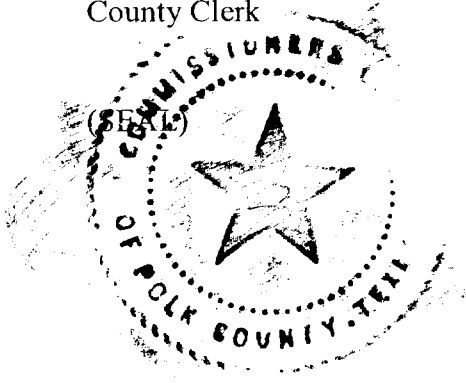
16. On December 12, 2006, and at all times since that date, the following persons have been duly appointed, qualified, and acting officers of the County holding the respective offices set forth opposite their names below, and the signatures set forth opposite their names are each their respective genuine signatures:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
John P. Thompson	County Judge	
Barbara Middleton	County Clerk	

SIGNED AND SEALED as of December 12, 2006.


 Barbara Middleton
 County Clerk


 John P. Thompson
 County Judge



AGREEMENT FOR
ARCHITECTURAL CONSULTING SERVICES

This Agreement is made by and between **ADAMS + FISHER ARCHITECTS**, as Independent Consulting Architect (hereinafter "AF ARCHITECTS"), **POLK COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the **IAH PUBLIC FACILITY CORPORATION** (hereinafter "Facility Corporation") to be effective as of December 21, 2006.

RECITALS

WHEREAS, to safeguard its interests and ensure the proper use of the proceeds of the funds to finance the construction of an expansion of the Facility, the County and Facility Corporation find that it is necessary and proper to engage an Independent Consulting Architect to provide the County and Facility Corporation with consulting services regarding the design and construction of the expansion of the Facility and payments to Contractor therefor; and

WHEREAS, AF ARCHITECTS is an architectural firm which proposes to use architects of its firm who are licensed in the State of Texas to provide such architectural consulting services to the County and Facility Corporation.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and other consideration set forth below, the County, Facility Corporation, and AF ARCHITECTS agree as follows:

I.
PROJECT DESCRIPTION

Consult with and advise and protect the interests of the County and the Facility Corporation in the planning, design and construction of a 528 bed secure adult detention center/facility expansion project, hereinafter referred to as the "Facility" or the "Polk County Adult Detention Center Expansion Project".

II.
GENERAL SCOPE OF ARCHITECT'S SERVICES

The Consulting Architect shall provide consulting architectural services and construction observation which are normal for projects of this type including, without limitation consultation with the Project Architect, the County and the Facility Corporation in the planning, design, preparation of construction documents, assistance in the bidding process (if any), and construction administration.

III.**INITIAL DOCUMENT / REQUIREMENTS REVIEW**

3.1 AF ARCHITECTS will review Schematic Design, Design and Construction Documents for compliance issues and prepare any comments to the County, Facility Corporation, and the Project Architect that may be required. "Compliance" as used herein means compliance with the construction requirements, Texas Commission on Jail Standards regulations/standards, and compliance with applicable federal, state, and local laws. AF ARCHITECTS will familiarize itself with the Construction Documents, the Contract Documents (including Design-Build Agreement), construction requirements/budget/construction schedules, and the approved schedule of values in order to properly review construction pay requests for processing and payment. AF ARCHITECTS will also review the Construction Documents for quality of materials and construction, and security/life safety issues.

3.2 AF ARCHITECTS shall also serve as a consultant and advisor to the County and Facility Corporation on the feasibility, suitability and use for the Facility.

IV.**DESIGN AND CONSTRUCTION PAYMENT REQUEST
REVIEW AND RECOMMENDATION**

4.1 Consulting Architect shall visit the site on an average of once a week depending on the construction phase of the Project to observe the work in progress and to determine if the work is in compliance with the Construction Documents. The Consulting Architect shall keep the County and Facility Corporation informed about the progress and quality of the work, and as to whether the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents.

4.2 During the site visits, the Consulting Architect shall review the design-build firm's request for payment for construction work, completed during the last period. The Consulting Architect shall review the pay request for completeness, accuracy, documentary support, compliance with the construction documents, and consistency with the approved schedule of values. The Consulting Architect shall issue written recommendation to the County and Facility Corporation as to whether the payment request should be approved in whole or part, for payment.

4.3 Consulting Architect shall review or take necessary action, as specifically delegated by the County and Facility Corporation, on proposed change orders, change directives or other amendments to the Project.

4.4 AF ARCHITECTS will review each payment request made for the design and construction of the Facility. This review shall include ---

- (a) review of the request itself for completeness, documentary support and compliance with the Contract Documents (including the Design/Build Agreement), and for compliance with the requisition requirements of the Trust Indenture for the Project;
- (b) review of requests for payment against the approved schedule of values;
- (c) job site observation of the work and of stored materials on site to determine progress of the work and whether the work is in compliance with the Construction Documents, and free from material defects. AF ARCHITECTS shall conduct a job site visit and review prior to issuing its recommendation on each payment request, and more often where such is required to adequately perform review of the work's progress, compliance, conformance with the Construction Documents and quality for purposes of issuing its recommendation on a payment request;
- (d) communication with the Project Architect, Contractor and contractors/materialmen on payment request issues;
- (e) issuing a written recommendation to the County and Facility Corporation as to whether the payment request should be approved in whole or in part, and the amount for which a requisition to the Trustee should be prepared; and
- (f) execute the requisition to the Trustee as "approved by Independent Consulting Architect", and provide a certification to that effect.

4.5 AF ARCHITECTS shall have the authority to reject defective or non-conforming work on behalf of the County and/or Facility Corporation, and such is specifically provided for in the Design-Build Agreement. This authority exists even where the Project Architect has not rejected such work. AF ARCHITECTS shall have the authority to require additional testing or inspection where it deems such necessary.

4.6 Job site review shall include color photographic documentation (of standard quality) of the work to provide a general representation of the status or progress of the work.

4.7 Neither the professional activities of AF ARCHITECTS nor the presence of AF ARCHITECTS or its employees and sub-consultants at a construction/project site, shall relieve the Design Builder of its obligations, duties and responsibilities including, but not limited to: construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. AF ARCHITECTS and its personnel have no authority to exercise any control over any design builder or its employees in connection with their work or any health or safety programs or procedures.

4.8 AF ARCHITECTS shall require that each payment request be supported with adequate documentation, including contractor and vendor invoices, and other documentation showing the costs upon which the request is based.

V.

SUBSTANTIAL AND FINAL COMPLETION

5.1 AF ARCHITECTS shall verify the Project Architect's determination of Substantial Completion, and, if in agreement with that determination, sign an approval of the Project Architect's Certificate of Substantial Completion.

5.2 AF ARCHITECTS shall participate in the final walk-through of the Facility for purposes of determining whether the Certificate for Final Payment should issue, and shall verify the accuracy of the Certificate of Final Completion proffered by the Project Architect. If AF ARCHITECTS is in agreement with the Project Architect's determination, it will sign an approval of the Project Architect's Certificate of Final Completion.

VI.

CHANGE ORDERS AND SUBMITTALS

6.1 AF ARCHITECTS shall review any proposed change orders and provide consultation and recommendations thereon to the County and Facility Corporation.

6.2 Review submittals and shop drawings for compliance with Construction Documents and specifications.

VII.

ATTENDANCE AT REGULAR CONSTRUCTION MEETINGS AND REPORTING

7.1 AF ARCHITECTS shall attend the regular scheduled monthly progress meeting and, in conjunction therewith, meet with the County and Facility Corporation to report on the Project and its progress.

7.2 Consulting Architect shall attend and address the Commissioners Court and the Board of the Facility Corporation in person if necessary to report on progress or to discuss any issues that may develop.

7.3 Consulting Architect shall attend plan review meetings with the Texas Commission on Jail Standards and on-site inspections by Commission inspectors.

7.4 AF ARCHITECTS shall provide the County and the Facility Corporation with a monthly report on the progress of the work, its activities, and a summary of any recommendations, approvals or rejections of work it has issued.

VIII.
COMPENSATION TO AF ARCHITECTS

8.1 The total fixed fee to be paid to AF ARCHITECTS for its consulting services rendered hereunder shall be one percent (1%) of the Construction Cost of the Facility, not to exceed \$159,300.00.

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

Armand Fisher	\$100.00 per hour
Gary Adams	\$100.00 per hour
Technicians	\$ 50.00 per hour

8.2 Notwithstanding anything herein to the contrary, the payment of compensation hereunder will be made out of the \$148,000.00 amount for Consulting Architect fees in the project financing, and the County and/or Facility Corporation do not pledge payment of compensation hereunder from any other source. AF ARCHITECTS agrees not to look to any other source for payment. The compensation hereunder shall not be a debt of the County or Facility Corporation payable out of taxes or general revenues.

8.3 AF ARCHITECTS shall be entitled to be reimbursed for any out of pocket expenses actually incurred including travel, printing or delivery expenses, and/or postage, handling and delivery of the documents which shall be invoiced on a monthly basis, but such reimbursement shall in no event exceed the total sum of \$15,000.00.

8.4 The compensation to AF ARCHITECTS shall be paid as follows:

(1) Design Review Phase. Upon review and approval of the Contract Documents, review of all Contract Documents, plans, and drawings for compliance with Jail Standards, material and construction quality, and the requirements of the Project; review and approval of the schedule of values; and review of the site to confirm the location and limitations and the accuracy of the Contract Documents with relation to the site--- thirty percent (30%) of the Fixed Fee.

(2) Construction Phase. The remaining fee shall be based on the progress of the work (% completion), and shall be billed monthly. All billings must comply with the requirements of the Trust Indenture. The Owner will endeavor to pay the invoices within fifteen (15) days of receipt, but shall not be responsible for delays incurred in the

Trustee's processing of the request. Final payment shall not be made until after the Certificate of Final Completion is approved.

IX.
MISCELLANEOUS TERMS

9.1 AF ARCHITECTS shall procure and maintain professional liability insurance in an amount of at least \$1,000,000.00 per occurrence with an insurance company licensed to do business in this State and acceptable to the County and Facility Corporation.

9.2 Notices or other matters required hereunder to be set from one party to the other shall be provided at the following addresses by verified facsimile, Federal Express, or U.S. mail:

AF ARCHITECTS -----

Armand Fisher, President
ARMAND FISHER ARCHITECTS, INC.
dba ADAMS + FISHER
P. O. Box 2667
Weatherford, Texas 76086
Telecopier: (817) 599-7703

County -----

Polk County, Texas
c/o County Judge
Polk County Courthouse
101 W. Church Street, 3rd Floor
Livingston, Texas 77351
Telecopier: (936) 327-6891

Facility Corporation -----

IAH Public Facility Corporation
c/o County Judge
Polk County Courthouse
101 W. Church Street, 3rd Floor
Livingston, Texas 77351
Telecopier: (936) 327-6891

9.3 The venue of any dispute under this Agreement shall lie in a court of competent jurisdiction in Polk County, Texas.

9.4 This Agreement represents the entire and integrated agreement between the County, the Facility Corporation and AF ARCHITECTS and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the authorized representative of the County, the authorized representative of the Facility Corporation, and the authorized representative of AF ARCHITECTS.

This agreement entered into by the parties to be effective as of December 21, 2006.

ADAMS + FISHER ARCHITECTS

ATTEST:

Corporate Secretary

By: _____
ARMAND FISHER
President

Date: _____

POLK COUNTY, TEXAS

By: _____
JOHN P. THOMPSON
County Judge

Date: _____

ATTEST:

County Clerk

IAH PUBLIC FACILITY CORPORATION

By: _____
JOHN P. THOMPSON, President

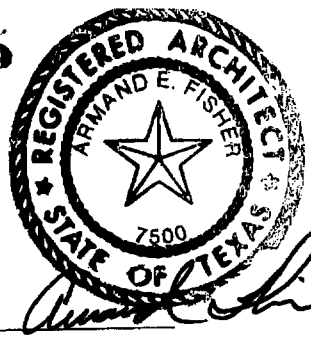
Date: _____

ATTEST:

Corporate Secretary

#13

AIA Document G701/CMa™ - 1992



Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Polk County Annex
602 East Church
Livingston, Texas 77351

CHANGE ORDER NUMBER: 003
INITIATION DATE: December 1, 2006

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER: 1-8-07

TO CONTRACTOR (Name and address):
Wimberly & Associates Construction,
Inc.
2400 Hwy 190 West
Livingston, Texas 77351

PROJECT NUMBERS: 06151 / 06-296
CONTRACT DATE: October 03, 2006
CONTRACT FOR: General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Strip, tape and float all corridor walls for Phase 1
Total cost of \$1,950.00 to be deducted from contingency leaving a balance of \$78,682.00

The original Contract Sum was	\$	1,052,423.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	1,052,423.00

The Contract Time will be increased by Ten (10) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 17, 2007.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

CONSTRUCTION MANAGER (Firm name)

ADDRESS

BY (Signature)

(Typed name) DATE:

Armand Fisher Architects, Inc.

ARCHITECT (Firm name)
104 West Russell Street, Weatherford, Texas 76086

ADDRESS

BY (Signature)
Armand Fisher

(Typed name) DATE: 1-8-07

CONTRACTOR (Firm name)
Wimberly & Associates Construction, Inc.
2400 Hwy 190 West
Livingston, Texas 77351

ADDRESS

BY (Signature)
William G. Wimberly

(Typed name) DATE: 1/11/07

OWNER (Firm name)
Polk County
101 West Church Street, Suite 300
Livingston, Texas 77351

ADDRESS

BY (Signature)
John Thompson

(Typed name) DATE: 1/16/07

approved by Commissioners Court
Dec. 12, 2006

