



POLK COUNTY COMMISSIONERS COURT

June 12, 2007

Polk County Courthouse, 3rd floor

10:00 A.M.

2007-062

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.

4. **OLD BUSINESS** (Tabled From Previous Agenda)

DISCUSS STATUS OF MATTHEWS ROAD, PCT. 3.

NEW BUSINESS

5. **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: May 22, 2007 (Regular)
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2007-16, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2007-16(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORM
- F. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
 (PCT 1) ♦ Lots 9 & 10, Block 22, Holiday Lake Estates #4; ♦ Lots 12 & 13, Block 22, Holiday Lake Estates #4; ♦ Lot 556, Lake Livingston Village #13; ♦ Lot 15, Lakeland Hideaway #3.

(PCT 2) ♦ Lot 52, Block 8, Impala Woods #2; ♦ Lot 20, Blk 2; Lot 6, Blk 4; Lots 4 & 51, Blk 6; Lots 9, 44 & 48, Blk 16; Lot 26, Blk 17; Lots 43 & 44, Blk 18; Lot 14, Blk 22; Lot 60, Blk 23; Lot 46, Blk 24; Lots 14, 15, 16, 17, 47 & 48, Blk 26; Lot 20, Blk 29; Lot 25, Blk 32, Cedar Point #1; ♦ Lots 44-50, Cedar Point #4.

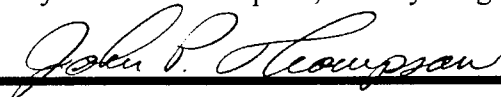
(PCT 4) ♦ Lots 57, 58 & 59, Magnolia Springs Estates.

- G. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF INSECTICIDE FOR MOSQUITO ABATEMENT PROGRAM TO BE FUNDED BY STATE GRANT.
 - H. CONSIDER APPROVAL OF BUY BOARD CONTRACT FOR THE PURCHASE OF TWO SHERIFF'S DEPARTMENT VEHICLES IN THE AMOUNT OF \$51,606.00 WITH A CASH PAYMENT (FROM INSURANCE PAYMENT ON DAMAGED VEHICLES) IN THE AMOUNT OF \$34,304.98 LEAVING A BALANCE PURCHASE PRICE OF \$17,301.07 TO BE FUNDED BY GENERAL FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR THE FUTURE ISSUANCE OF DEBT.
 - I. CONSIDERATION AND ACTION ON SECOND AMENDED RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY, TEXAS.
 - J. CONSIDER APPROVAL OF TEXAS VINE ANNUAL MAINTENANCE GRANT CONTRACT FOR FY2008, INCLUDING RELATED SERVICE AGREEMENT WITH APPRISS, INC..
6. CONSIDER APPROVAL OF "UTILITY BILLING ANALYSIS AND RECONCILIATION CONTRACT" WITH GULF COAST UTILITY SERVICES.
 7. RECEIVE AND RECORD DISTRICT JUDGES' ORDER APPROVING ADDITIONAL ASSISTANT COUNTY AUDITOR POSITION, TO BE FUNDED BY CURRENT BUDGET OF DEPARTMENT.

ADJOURN

By: John P. Thompson, County Judge

Posted: Wednesday, June 6, 2007



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, June 6, 2007 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).

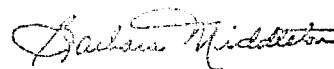
BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2007 JUN -6 A 9:36



BARBARA MIDDLETON
POLK COUNTY CLERK



JUNE 12, 2007
Regular Session - 10:00 a.m.

COMMISSIONERS COURT

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

ADDENDUM to Posting # 2007-062

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 June 12, 2007 at 10:00 A.M.

AMEND TO ADD:

5. **K. CONSIDER APPROVAL OF NON-FINANCIAL COOPERATIVE AGREEMENT WITH WORKFORCE SOLUTIONS FOR CORRIGAN AND LIVINGSTON NUTRITION CENTERS TO PROVIDE ASSISTANCE IN FOOD PREPARATION AND DELIVERY SERVICES.**
8. **CONSIDER APPROVAL AND ACCEPTANCE OF NEGOTIATED SETTLEMENT WITH CITICORP VENDOR FINANCING, INC. RELATING TO DOC STAR SCANNER, AS RECOMMENDED BY POLK COUNTY DISTRICT ATTORNEY'S OFFICE.**
9. **CONSIDER PRECINCT 1 REQUEST FOR APPROVAL OF BUY BOARD CONTRACT FOR CAPITAL PURCHASE OF TWO (2) DUMP TRUCKS TOTALING \$194,830.00 (\$97,125 EACH WITH \$400 BUY BOARD FEE) TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FISCAL YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT.**
10. **DISCUSSION AND NECESSARY ACTION PERTAINING TO PRECINCT 4 ROAD IMPROVEMENT PROJECT ON KINGS ROW AND RELATED DETOUR ROAD CROSSING PRIVATE PROPERTY.**
11. **CONSIDER ORDER DESIGNATING SURPLUS PROPERTY, AS REQUESTED BY PRECINCT 3 COMMISSIONER, AND TAKE NECESSARY ACTION FOR APPROPRIATE SALE OF SAID PROPERTY (AUCTION OR BID, TO BE DETERMINED)**
12. **CONSIDER APPROVAL OF CHANGE ORDERS NO. 11-15, FOR OFFICE ANNEX RENOVATION PROJECT [NO. 11 & 12, TOTALING \$18,328.95 FROM REMAINING CONTINGENCY AND RELATING TO PHONE SYSTEM AND ASBESTOS ABATEMENT WORK PREVIOUSLY APPROVED BY COURT; NO.13 & 14, TOTALING \$203,972 FOR ADDITIONAL WORK RELATED TO AUDITOR/PERSONNEL/TREASURER OFFICES AND NUTRITION CENTER KITCHEN, PREVIOUSLY APPROVED BY COURT, AND; NO. 15, TOTALING \$8,531 FROM REMAINING CONTINGENCY FOR ELECTRIC CODE COMPLIANCE/LIGHT FIXTURES.**

Commissioners Court of Polk County, Texas

Dated: Friday, June 8, 2007

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 Polk County Courthouse at a place readily accessible to the general public at all times on Friday, June 8, 2007 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 Shelana Walker, Deputy

BARBARA MIDDLETON
POLK COUNTY CLERK

FILED FOR RECORD
2007 JUN -8 P 4:01

**COMMISSIONERS COURT
AGENDA POSTING #2007 - 062**

BE IT REMEMBERED ON THIS THE 12TH DAY OF JUNE, 2007 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, SCHELANA WALKER, CHIEF DEPUTY COUNTY CLERK AND RAY
STELLY, COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE
DULY MADE, CONSIDERED & PASSED.

- 1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY ELDRIDGE STRIEDEL.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

- 2. PUBLIC COMMENTS:
 - A. JOE ROEDER COMMENTED ON THE PLEDGE TO THE TEXAS FLAG BEING CHANGED.

- 3. INFORMATIONAL REPORTS:
 - A. COMMISSIONER BOB WILLIS ASKED ABOUT THE AUDIT REPORT, REQUESTED ITEM BE PLACED ON THE NEXT COURT AGENDA AND INVITED THE OUTSIDE AUDITOR'S TO ATTEND COURT.
 - B. AUDITOR RAY STELLY GAVE A STATUS UPDATE ON THE AUDIT REPORT.
 - C. JOHN SANDERS WITH SHERIFF'S DEPARTMENT GAVE A REPORT ON THE JAIL AND OUTSIDE HOUSING FOR THE MONTH OF MAY.

OLD BUSINESS

- 4. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY TOMMY OVERSTREET TO DELETE DISCUSSION OF MATTHEWS ROAD, PCT 3, REFERRING TO FORMAL ROAD ADOPTION PROCESS.
ALL VOTING YES.

CONSENT AGENDA

- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT TO APPROVE THE FOLLOWING AGENDA ITEMS (A) THROUGH (J). COMMISSIONER WILLIS REQUESTED THAT ITEM (K) BE DISCUSSED INDIVIDUALLY.
ALL VOTING YES.
 - A. APPROVE MINUTES OF MAY 22, 2007 REGULAR MEETING.
 - B. APPROVAL OF BUDGET REVISION #2007-16, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
 - C. APPROVAL OF BUDGET AMENDMENT #2007-16(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
 - D. APPROVAL OF SCHEDULE OF BILLS. (SEE ATTACHED)

DATE	AMOUNT	CHECK#
5/16/07	4,897,913.89	ACH 962
5/16/07	81,519.84	ACH 963
5/18/07	41,480.48	ACH 964
5/18/07	9,701.56	ACH 965

5/18/07	29,186.77	ACH 966
5/18/07	246,060.50	ACH 967
5/18/07	3,390.23	ACH 968
5/18/07	4,777.28	205085-205092
5/21/07	1,995,000.00	ACH 969
5/21/07	337,022.00	ACH 970
5/21/07	50.00	205093
5/23/07	• 1,030.70	205094-205095
5/23/07	6,788.72	205096-205121
5/23/07	2,867.02	205122-205130
5/24/07	5,291.51	205131-205149
5/25/07	2,929,929.58	ACH 971
5/25/07	4,415.09	ACH 972
5/25/07	99,620.94	ACH 973
5/25/07	5,273.92	205150-205168
5/25/07	1,968.00	96628-96675
5/25/07	336.00	96676-96697
5/25/07	1,476.00	96698-96764
5/25/07	150.00	96765-96789
5/25/07	318.00	96790-96836
5/31/07	39,396.00	ACH 974
5/31/07	7,037.96	205169-205188
6/1/07	40,411.86	ACH 975
6/1/07	9,451.48	ACH 976
6/1/07	27,663.68	ACH 977
6/1/07	240,415.38	ACH 978
6/1/07	3,267.86	ACH 979
6/1/07	21,321.99	205189-205204
6/5/07	437,369.11	205205-205381
6/5/07	5448.93	205382-205383
6/12/07	25,132.90	Addendum to appear on future schedule
TOTAL	11,537,352.28	

E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)

F. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:

(PCT 1)

- LOTS 9 & 10, BLOCK 22, HOLIDAY LAKE ESTATES #4
- LOTS 12 & 13, BLOCK 22, HOLIDAY LAKE ESTATES #4;
- LOT 556, LAKE LIVINGSTON VILLAGE #13;
- LOT 15, LAKELAND HIDEAWAY #3

(PCT 2)

- LOT 52, BLOCK 8, IMPALA WOODS #2;
- LOT 20, BLK 2; LOT 6, BLK 4; LOTS 4 & 51, BLK 6; LOTS 9, 44 & 48, BLK 16; LOT 26, BLK 17;
- LOTS 43 & 44, BLK 18; LOT 14, BLK 22; LOT 60, BLK 23; LOT 46, BLK 24; LOTS 14, 15, 16, 17, 47 & 48, BLK 26; LOT 20, BLK 29; LOT 25, BLK 32, CEDAR POINT #1;
- LOTS 44-50, CEDAR POINT #4

(PCT 4)

- LOTS 57, 58 & 59, MAGNOLIA SPRINGS ESTATES


G. APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF INSECTICIDE FOR MOSQUITO ABATEMENT PROGRAM TO BE FUNDED BY STATE GRANT.

- H. APPROVAL OF BUY BOARD CONTRACT FOR THE PURCHASE OF TWO SHERIFF'S DEPARTMENT VEHICLES IN THE AMOUNT OF \$51,606.00 WITH A CASH PAYMENT (FROM INSURANCE ON DAMAGED VEHICLES) IN THE AMOUNT OF \$34,304.98 LEAVING A BALANCE PURCHASE PRICE OF \$17,301.07 TO BE FUNDED BY GENERAL FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR THE FUTURE ISSUANCE OF DEBT.
- I. ACCEPT AMENDED RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY, TEXAS. (SEE ATTACHED)
- J. APPROVE TEXAS VINE ANNUAL MAINTENANCE GRANT CONTRACT FOR FY2008, INCLUDING RELATED SERVICE AGREEMENT WITH APPRISS, INC. (SEE ATTACHED)
6. MOTIONED BY BOB WILLIS, SECONDED RONNIE VINCENT, TO APPROVE "UTILITY BILLING ANALYSIS AND RECONCILIATION CONTRACT" WITH GULF COAST UTILITY SERVICES. ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO RECEIVE AND RECORD DISTRICT JUDGES' ORDER APPROVING ADDITIONAL ASSISTANT COUNTY AUDITOR POSITION, TO BE FUNDED BY CURRENT BUDGET OF DEPARTMENT. ALL VOTING YES. (SEE ATTACHED)
- CONSENT AGENDA (continued)
5. K. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, THE APPROVAL OF NON-FINANCIAL COOPERATIVE AGREEMENT WITH WORKFORCE SOLUTIONS FOR CORRIGAN AND LIVINGSTON NUTRITION CENTERS TO PROVIDE ASSISTANCE IN FOOD PREPARATION AND DELIVERY SERVICES. ALL VOTING YES. (SEE ATTACHED)
8. ITEM MOVED TO END OF MEETING.
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE PRECINCT 1 REQUEST OF BUY BOARD CONTRACT FOR CAPITAL PURCHASE OF TWO (2) DUMP TRUCKS TOTALING \$194,830.00 (\$97,125 EACH WITH \$400 BUY BOARD FEE) TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FISCAL YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT. ALL VOTING YES.
10. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, APPROVAL OF PRECINCT 4 ROAD IMPROVEMENT PROJECT ON KINGS ROW AND RELATED WORK ON DETOUR ROAD CROSSING PRIVATE PROPERTY. ALL VOTING YES.
11. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE ORDER DESIGNATING SURPLUS PROPERTY, AS REQUESTED BY PRECINCT 3 COMMISSIONER; AND ACCEPT SEALED BIDS FOR SAID PROPERTY UPON INVENTORY CONFIRMATION BY THE AUDITOR. ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY RONNIE VINCENT, APPROVAL OF CHANGE ORDERS NO. 11-15, FOR OFFICE ANNEX RENOVATION PROJECT NO 11 & 12, TOTALING \$18,328.95 FROM REMAINING CONTINGENCY AND RELATING TO PHONE SYSTEM AND ASBESTOS ABATEMENT WORK PREVIOUSLY APPROVED BY COURT; NO. 13 & 14, TOTALING \$203,972 FOR ADDITIONAL WORK RELATED TO AUDITOR/PERSONNEL/TREASURER OFFICES AND NUTRITION CENTER KITCHEN, PREVIOUSLY APPROVED BY COURT, AND; NO. 15, TOTALING \$8,531 FROM REMAINING CONTINGENCY FOR ELECTRIC CODE COMPLIANCE/LIGHT FIXTURES. ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO TABLE APPROVAL AND ACCEPTANCE OF NEGOTIATED SETTLEMENT WITH CITICORP VENDOR FINANCING, INC. RELATING TO DOC STAR SCANNER, AS RECOMMENDED BY POLK COUNTY DISTRICT ATTORNEY'S OFFICE.
ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT TO ADJOURN COURT THIS 12TH DAY OF JUNE 2007 AT 10:27 A.M.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



SCHELANA WALKER, CHIEF DEPUTY COUNTY CLERK

C:\Barbara M\COMMCRT.2007\HEADER.2007.wpd

2007-16
6/12/07

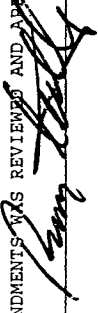
Budget Revisions
AMENDMENT CHANGES BY FUND

COPY

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00

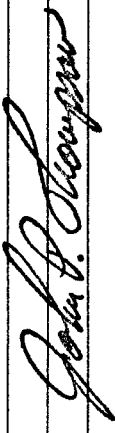
THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

#5(B)

06/04/2007 10:45:17 REPORT OF GENERAL LEDGER AMENDMENTS GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-475-406	APPELLATE EXPENSES	06/04/2007	2K7R16	12,000.00	11,262.00	738.00-	TO COVER YEARLY STATE BAR D SD	
2007 010-475-481	FEES/DUES	06/04/2007	2K7R16	2,037.00	2,775.00	738.00	TO COVER YEARLY STATE BAR D SD	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

VOL.

53 PAGE 733

#5(c)

6/12/07 June 6, 2007

Budget Amendment
#2K7A16
FY07

POLK COUNTY
By: Stephanie Dale
Asst. Auditor

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget
010-342-900 010-409-490	<u>GENERAL FUND</u> Misc. Revenue Auto Insurance	477.00	-477.00	TAC Refund for totaled vehicles TAC Refund for totaled vehicles	-978.40 105,000.00	-1,455.40 105,477.00
010-321-100 010-340-310	<u>GENERAL FUND</u> Building & Sewage Fees Life Safety Inspections Fund	19,463.15	-19,463.15	To Correct Coding of Receipts on Commercial Permits To Correct Coding of Receipts on Commercial Permits	-32,000.00 -5,000.00	-51,463.15 14,463.15
010-367-130 010-560-490	<u>GENERAL FUND</u> Sheriff Donations Misc.	2,051.25	-2,051.25	Sheriff Donations Sheriff Donations	-1,699.81 4,595.19	-3,741.06 6,646.44
010-367-110 010-560-392	<u>GENERAL FUND</u> Animal Shelter Animal Shelter	94.00	-94.00	Animal Shelter Donations Animal Shelter Donations	-1,179.00 12,649.00	-1,273.00 12,743.00
015-Fund Balance 015-625-203	<u>GENERAL FUND</u> Fund Balance Right of Way Pct 3	220.00	-220.00	Right of Way Pct 3 Right of Way Pct 3	1,800.00	2,020.00
	<u>GENERAL FUND</u>					
TOTALS		22,085.40	-22,085.40		81,396.98	81,396.98

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	4,897,913.89

TOTAL OF ALL FUNDS	4,897,913.89

ACH 962

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

/

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	81,519.84

TOTAL OF ALL FUNDS	81,519.84

ACIF 963

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,556.74
015	ROAD & BRIDGE ADM	6,631.10
027	SECURITY	234.58
048	DISTRICT ATTY SPECIAL FUND	1,013.24
051	AGING	591.06
101	ADULT SUPERVISION	4,319.50
185	CCAP - JUVENILE PROBATION	2,134.26
TOTAL OF ALL FUNDS		41,480.48

ACT 964

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,211.18
015	ROAD & BRIDGE ADM	1,550.92
027	SECURITY	54.88
048	DISTRICT ATTY SPECIAL FUND	236.96
051	AGING	138.22
101	ADULT SUPERVISION	1,010.28
185	CCAP - JUVENILE PROBATION	499.12
TOTAL OF ALL FUNDS		9,701.56

ACH 965

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	19,413.25
015	ROAD & BRIDGE ADM	3,768.95
027	SECURITY	119.70
048	DISTRICT ATTY SPECIAL FUND	1,166.82
051	AGING	152.09
101	ADULT SUPERVISION	3,113.56
185	CCAP - JUVENILE PROBATION	1,452.40
TOTAL OF ALL FUNDS		29,186.77

ACK 966

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

RAY STELLY

[Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

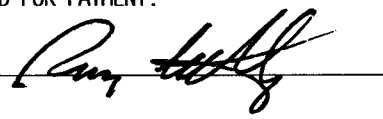
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	157,632.32
015	ROAD & BRIDGE ADM	40,827.26
027	SECURITY	1,464.96
048	DISTRICT ATTY SPECIAL FUND	5,876.66
051	AGING	3,915.59
101	ADULT SUPERVISION	24,057.17
185	CCAP - JUVENILE PROBATION	12,286.54
TOTAL OF ALL FUNDS		246,060.50

ACH 967

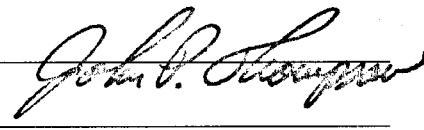
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

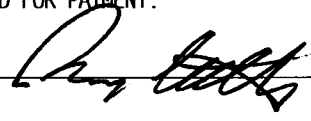
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,874.39
015 ROAD & BRIDGE ADM	515.84

TOTAL OF ALL FUNDS	3,390.23

ACH 968

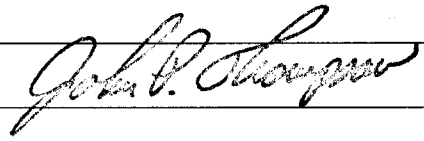
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,419.30
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		4,777.28

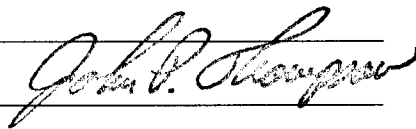
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	1,995,000.00

TOTAL OF ALL FUNDS	1,995,000.00

ACH 9/6/9

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	337,022.00

TOTAL OF ALL FUNDS	337,022.00

ACH# 970

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

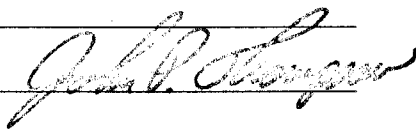
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

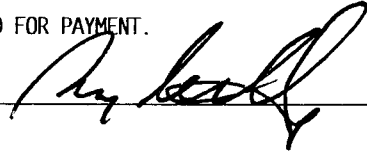


SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	50.00
TOTAL OF ALL FUNDS	50.00

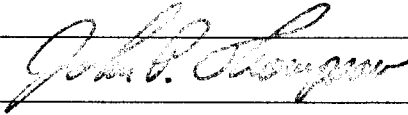
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

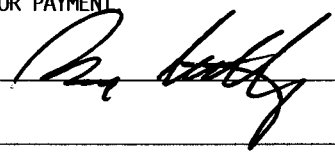
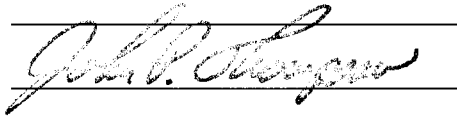


COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	639.15
015	ROAD & BRIDGE ADM	370.55
185	CCAP - JUVENILE PROBATION	21.00
TOTAL OF ALL FUNDS		1,030.70

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

RAY STELLY 
COUNTY AUDITOR
JOHN P. THOMPSON 
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6,788.72

TOTAL OF ALL FUNDS	6,788.72

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

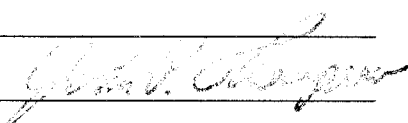
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON


COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,305.15
015	ROAD & BRIDGE ADM	1,561.87

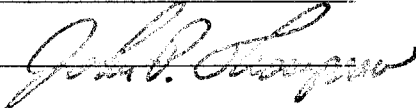
	TOTAL OF ALL FUNDS	2,867.02

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 749

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,153.32
013	JP JUSTICE COURT TECHNOLOGY	49.97
015	ROAD & BRIDGE ADM	720.47
051	AGING	367.75
TOTAL OF ALL FUNDS		5,291.51

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

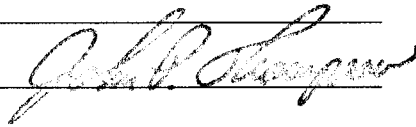
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	2,929,929.58

TOTAL OF ALL FUNDS	2,929,929.58

ACT 977

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

RAY STELLY _____
Ray Stelly

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE _____
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,415.09

TOTAL OF ALL FUNDS	4,415.09

ACH 9/2

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

RAY STELLY *Ray Stelly*

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE _____

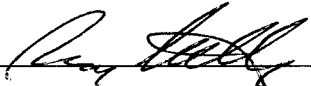
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	64,128.93
015	ROAD & BRIDGE ADM	16,042.32
027	SECURITY	578.76
048	DISTRICT ATTY SPECIAL FUND	1,208.01
051	AGING	1,624.73
101	ADULT SUPERVISION	10,875.91
185	CCAP - JUVENILE PROBATION	5,162.28
TOTAL OF ALL FUNDS		99,620.94

ACIF 973

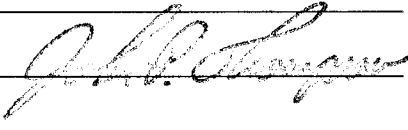
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

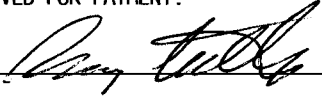
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,788.06
015	ROAD & BRIDGE ADM	1,202.31
051	AGING	283.55

	TOTAL OF ALL FUNDS	5,273.92

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

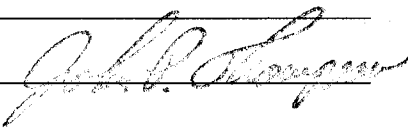
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,980.00
TOTAL OF ALL FUNDS	1,980.00

*VOID CK. #96672- 12.00
Send by ACH.*

1968.00

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

RAY STELLY _____ *Ray Stelly*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____ *John P. Thompson*

COUNTY JUDGE _____

~~COPY~~

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	336.00

TOTAL OF ALL FUNDS	336.00

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

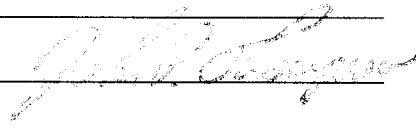
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,534.00

TOTAL OF ALL FUNDS

1,534.00

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1476.00

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	150.00

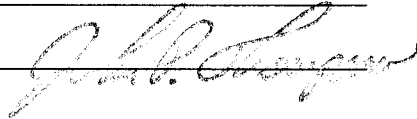
TOTAL OF ALL FUNDS	150.00

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	330.00
TOTAL OF ALL FUNDS	330.00

318.00

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

RAY STELLY _____ *Ray Stelly*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE _____ *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	39,396.00

TOTAL OF ALL FUNDS	39,396.00

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


RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



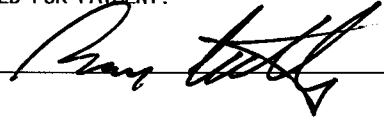
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,904.74
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	817.60
051	AGING	255.67

	TOTAL OF ALL FUNDS	7,037.96

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

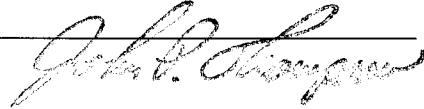
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,425.68
015	ROAD & BRIDGE ADM	6,580.12
027	SECURITY	284.24
051	AGING	644.80
101	ADULT SUPERVISION	4,313.00
185	CCAP - JUVENILE PROBATION	2,164.02
TOTAL OF ALL FUNDS		40,411.86

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

Acc 975

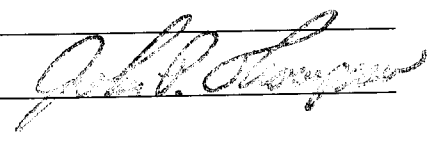
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,180.36
015	ROAD & BRIDGE ADM	1,539.00
027	SECURITY	66.48
051	AGING	150.80
101	ADULT SUPERVISION	1,008.76
185	CCAP - JUVENILE PROBATION	506.08
TOTAL OF ALL FUNDS		9,451.48

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

ACK 976

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	19,036.12
015 ROAD & BRIDGE ADM	3,784.84
027 SECURITY	126.15
051 AGING	157.63
101 ADULT SUPERVISION	3,106.54
185 CCAP - JUVENILE PROBATION	1,452.40

TOTAL OF ALL FUNDS	27,663.68

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

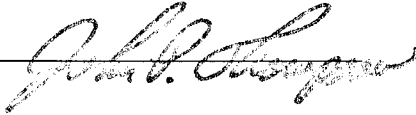
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



Ack 977

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	157,309.26
015	ROAD & BRIDGE ADM	40,460.44
027	SECURITY	1,800.35
051	AGING	4,280.02
101	ADULT SUPERVISION	24,073.93
185	CCAP - JUVENILE PROBATION	12,491.38
TOTAL OF ALL FUNDS		240,415.38

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE




ACK 978

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,752.02
015 ROAD & BRIDGE ADM	515.84

TOTAL OF ALL FUNDS	3,267.86

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

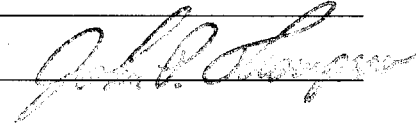
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

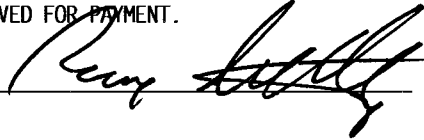


Ack 9 79

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	17,879.19
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
051	AGING	84.82
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		21,321.99

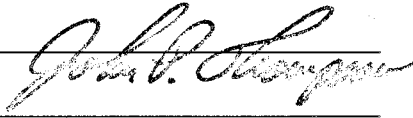
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



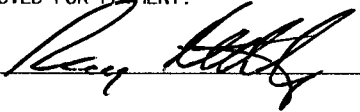
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	323,761.76
013	JP JUSTICE COURT TECHNOLOGY	746.07
015	ROAD & BRIDGE ADM	102,696.84
027	SECURITY	118.96
040	LAW LIBRARY FUND	75.00
051	AGING	1,358.04
056	SHERIFF-COMMISSARY FUNDS	628.32
088	JUDICIARY FUND	828.75
093	CO CLERK RECORDS MGMT FUND	4,581.69
094	COUNTY RECORDS MGMT FUND	2,573.68
TOTAL OF ALL FUNDS		437,369.11

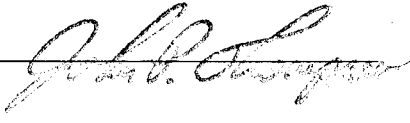
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

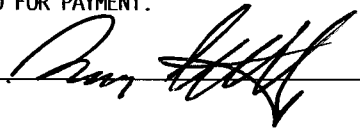
JOHN P. THOMPSON

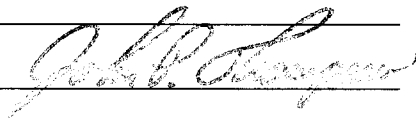


COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,878.96
015	ROAD & BRIDGE ADM	986.31
051	AGING	18.00
185	CCAP - JUVENILE PROBATION	565.66
TOTAL OF ALL FUNDS		5,448.93

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

RAY STELLY 
COUNTY AUDITOR

JOHN P. THOMPSON 
COUNTY JUDGE

ADDENDUM
SCHEDULE OF BILLS FOR
JUNE 12, 2007
FY 2007

VOL. 53 PAGE 769

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
D&M AUTOMOTIVE	TRUCK REPAIR	R&B #1	015-621-456	\$ 1,375.61
PHILPOTT MOTORS	POLICE INTERCEPTOR	SHERIFF	010-580-575	\$ 23,757.29

\$ 25,132.90



DATE: MAY 23 - JUNE 12, 2007

#57

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	LANEL D. PUCKETT	SHERIFF	TELECOMMUNICATIONS OPERATOR #1043	LABOR POOL (-900)	14/(01) \$10.99/HR	RE-HIRE EFFECTIVE 06/13/2007
(2)	REGINALD EARL DAVIS	SHERIFF	DEPUTY SHERIFF (PATROL) #1037	REGULAR FULL-TIME	20/01 \$30,617.60	RESIGNATION EFFECTIVE 06/01/2007
(3)	PEYTON W. REED	SHERIFF	TELECOMMUNICATIONS OPERATOR #1043	LABOR POOL (-900)	14/(01) \$10.99/HR	RE-HIRE EFFECTIVE 06/13/2007
(4)	RAYMOND LOFTON	SHERIFF	DEPUTY SHERIFF (PATROL) #1037	REGULAR FULL-TIME	20/01 \$30,617.60	NEW HIRE EFFECTIVE 06/12/2007
(5)	JAMES LARRY COLVIN	SHERIFF	CORRECTIONS OFFICER #1055	LABOR POOL (-900)	14/(01) \$10.99/HR	DID NOT MEET ALL REQUIREMENTS TO BE EMPLOYED BY POLK COUNTY EFFECTIVE 05/14/2007
(6)	CHRISTOPHER LIMA	SHERIFF	DEPUTY SHERIFF (PATROL) #1037	REGULAR FULL-TIME	20/01 \$30,617.60	NEW HIRE EFFECTIVE 06/14/2007
(7)	ELLEN TUCKER	SHERIFF	SECRETARY I #0102	LABOR POOL (-900)	12/(01) \$9.98/HR	NEW HIRE EFFECTIVE 06/14/2007
(8)	JUDY B. ISAACS	PERSONNEL	HUMAN RESOURCES SUPERVISOR #0205	REGULAR FULL-TIME	19/01 \$29,161.60	RETIREMENT EFFECTIVE 06/30/2007
(9)	DENNIS ALBERT HUGHES	SHERIFF	DETECTIVE & CRIME STOPPERS COORD. #1034	REGULAR FULL-TIME	22/01 \$33,737.60	RESIGNATION EFFECTIVE 06/28/2007
(10)	DEMEKA DENAY HARRELL	JAIL	CORRECTIONS OFFICER #1055	LABOR POOL (-900)	14/(01) \$10.99/HR	NEW HIRE EFFECTIVE 06/15/2007
(11)	L.J. BROUSSARD	JAIL	CORRECTIONS OFFICER #1055	LABOR POOL (-900)	14/(01) \$10.99/HR	NEW HIRE EFFECTIVE 06/15/2007
(12)	JOHN RAYMOND SPILLMAN	JAIL	CORRECTIONS OFFICER #1055	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 06/15/2007
(13)	DELJEAN ELITHA ZOELLNER	JAIL	CORRECTIONS OFFICER #1055	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 06/15/2007
(14)	CHRISTI JEAN HENSON	AGING/LIVINGSTON	COOK #1265	LABOR POOL (-900)	09/(01) \$8.63/HR	NEW HIRE EFFECTIVE 06/15/2007
(15)	MYEA S. JENKINS	JAIL	CORRECTIONS OFFICER #1055	LABOR POOL (-900)	14/(01) \$10.99/HR	NEW HIRE EFFECTIVE 06/18/2007
(16)	JOSE MANUEL RIOS	JAIL	CORRECTIONS OFFICER #1055	REGULAR FULL-TIME	14/(02) \$22,859.20	RECLASSIFICATION TO (1037 DEPUTY SHERIFF PATROL) (20/02) (\$31,366.40) EFFECTIVE 06/15/2007 (PENDING BEGINNING HIRE DATE OF REPLACEMENT)
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

#5(I)

SECOND AMENDED RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY, TEXAS

WHEREAS, Polk County, Texas (the "Issuer") is a Texas County and a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to various Texas statutes, including anticipation notes pursuant to Chapter 1431, Texas Government Code, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Issuer has previously made a resolution to authorize the reimbursement of certain expenditures on September 12, 2006 which authorized the reimbursement of \$1,000,000 from its General Fund and \$1,000,000 from its Road and Bridge Fund; and

WHEREAS, the Issuer has previously amended its estimate of the projected expenditures needed for the General Fund by an additional \$500,000; and

WHEREAS, the Issuer finds that the costs associated with its projected expenditures will exceed the \$1,000,000 for the expenditures to be paid from the Road and Bridge Fund, and that such amount should be increased by an additional \$500,000 as the expenditure authorized on May 22, 2007 will exceed the currently authorized amount; and

WHEREAS, the Issuer now finds that it should increase the amount projected for reimbursement from the Road and Bridge Fund by an additional \$500,000 to cover future expenditures before it issues obligations to reimburse itself from such funds; and

WHEREAS, the Issuer finds that it will make, or has made not more than 60 days prior to the date of the original resolution or the date hereof for the increased amount of the General Fund portion, payments from funds from interfund transfers, as authorized by Section 1431.005, Texas Government Code, with respect to the acquisition, construction and improvements to the projects listed on Exhibit "A" attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the projects listed on Exhibit "A" attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto, which it funded from interfund transfers, from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that are 60 days prior to the date of the original resolution and 60 days prior to the date hereof for this Resolution and that are to be paid in connection with the acquisition, construction and improvements to the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

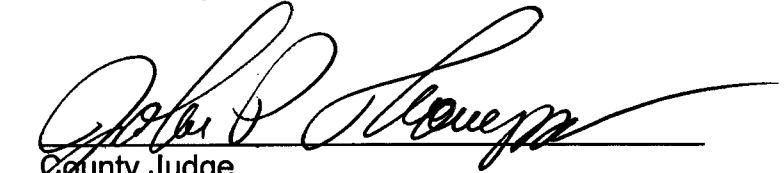
Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. § 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. Incorporation of Recitals. The findings and preambles set forth in this Resolution are hereby incorporated into this Resolution and made a part hereof for all purposes.

Section 4. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$3,000,000.



[The remainder of this page intentionally left blank.]

ADOPTED this 12th day of June, 2007, by the Polk County Commissioners Court.



County Judge
Polk County, Texas

ATTEST:

 by 

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

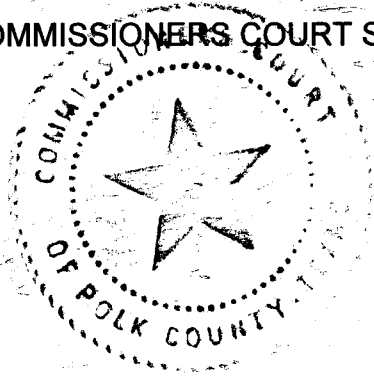


EXHIBIT "A"**DESCRIPTION OF PROJECTS**

The construction and improvements of roads and bridges in the County.

The acquisition of road right-of-way.

The construction of improvements to county buildings.

The acquisition of road maintenance equipment.

The acquisition of vehicles.

The acquisition of computer equipment and software.

Such financing to be in an amount not to exceed \$1,500,000 from the General Fund and \$1,500,000 from the Road and Bridge Fund of Polk County, Texas.

#5(J)

COPY



OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2008

Polk County

SAVNS GRANT CONTRACT Maintenance Contract

THIS GRANT CONTRACT, including all attachments, exhibits and schedules attached hereto and incorporated herein by reference (the Agreement), is made and entered into by and between Polk County ("COUNTY") and the Office of the Attorney General of Texas ("OAG"). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to maintain COUNTY in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime.

To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service ("SAVNS").

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006 and entitled: Vendor Certification for the Statewide Automated Victim Notification Service. This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG as shown in Exhibit A.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Agreement. COUNTY will execute a Services Agreement with the Certified Vendor to provide services consistent with the Certification document. The COUNTY Services Agreement will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template services agreement is made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to assure that the services will be delivered according the Certification document. The contract between the COUNTY and Certified Vendor is referred to as "Services Agreement".

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

2.3 Maintenance Plan. By January 1, 2008 COUNTY shall send a copy of the COUNTY Maintenance Plan to the OAG that at a minimum is designed to:

1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
2. Verify the Certified Vendor's performance according to COUNTY Services Agreement;
3. Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Agreement; and
4. Identify and commit of staff resources and equipment necessary to maintain the services as further described herein.

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time by the OAG; with input from the Statewide Stakeholders Committee, when appropriate. The Statewide Deliverables include:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan

S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

The Statewide Deliverables are incorporated herein by reference.

3.2 COUNTY Deliverables. The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

County will implement these deliverables through the COUNTY Services Agreement. After these deliverables are completed and approved by COUNTY, these COUNTY deliverables are incorporated herein by reference.

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11, Service Level Standards and the COUNTY Services Agreement. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Execute a County Services Agreement Renewal Notice with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year.
2. Each month, inspect, monitor and verify the performances required within Section 4 of the County Services Agreement and Sections 2 and 3 of this OAG Agreement.
3. Verify, record and file at least eight information and notification events each month. At least three of those events must be notifications and all must include court

information if available.

4. Verify that the County input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
5. Establish a County VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
6. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
8. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Data Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the "Scope of Services". As a condition of reimbursement, County agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services.

4. GENERAL STANDARDS

4.1 Limitation of Liability, Service Period (Term) and Option to Extend Service Period (Term). Those provisions of this Agreement are contained in the attached Exhibit A.

4.2 Federal and State Laws, Rules and Ordinances. COUNTY will comply with all applicable federal and state statutes, rules and regulations, including, but not limited to, the Office of Management and Budget (OMB) Circulars and Uniform Grant Management Standards (UGMS), as applicable.

4.3 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Agreement.

COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreement §__14. (Exhibit B)

4.4 Signature of County on this Agreement. The signature of the authorized representative of COUNTY is a certification by the COUNTY to comply with the applicable certifications and assurances, as stated in this Agreement, including the attached Exhibits.

5. REIMBURSEMENT

5.1 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right. COUNTY further understands and agrees that it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement.

COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract unless approved by OAG.

5.2 Reimbursement; COUNTY Service Contract. In accordance with the provisions of the attached Exhibit A, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract.

5.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable cost principles are eligible for reimbursement under this Agreement. The COUNTY acknowledges that it is a sub-recipient of state and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

<u>Cost Principles**</u>	<u>Administrative Requirements**</u>	<u>Audit Requirements**</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Texas State Single Audit Circular

** If federal funds are identified in Exhibit A, additional exhibits may be attached.

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the COUNTY expends \$500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the COUNTY is expending less than \$500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, the COUNTY shall comply with applicable state procurement procedures, as well as any requirements found in UGMS regarding such procurement.

COUNTY will not supplant [use funds from this Agreement to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Agreement] but rather shall use funds from this Agreement to supplement existing funds. COUNTY shall use the funds from this Agreement to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Agreement.

The COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

1. Thirty (30) days after the issuance of the audit report; or

2. Within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

The COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and/or the OAG.

6. Invoice for Reimbursable Cost

6.1 Time Period and Form of Invoice. COUNTY should refer to the attached Exhibit A for specific invoicing procedures and specific requirements.

The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

6.2 Timing of Invoice. The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

6.3 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

6.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

6.5 Limited Pre-Reimbursement Funding to COUNTY. In lieu of the reimbursement processes

addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. The provisions of this Agreement are contained in the attached Exhibit A.

7. NOTICES

7.1 Information, Excluding Invoices. All correspondence, reports or notices, except invoices, must be submitted to:

Texas SAVNS Project Director
Office of the Attorney General
Crime Victims Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

7.2 Invoices. All invoices must be submitted to:

Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8. TERMINATION

8.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

8.2 Termination for Cause. In the event that COUNTY fails to perform or comply with an obligation of the terms, conditions and provisions of this Agreement, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

8.3 Rights Upon Termination or Expiration. Upon termination or expiration of this Agreement, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this Agreement, the COUNTY thereafter receives services from the certified vendor.

If the COUNTY terminates for convenience under section 8.1, or if the OAG terminates under section 8.2 before the purpose of this Agreement is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this Agreement.

The following terms and conditions survive the termination or expiration of this Agreement: Section 3.4, Data Extract; Section 4.1, Limitation of Liability; Section 9, Intellectual Property; Section 10, Audit;

Section 18, Governing Law and Venue.

Upon the OAG request, the COUNTY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

Any termination of this Agreement will also be forwarded by the terminating party to the Certified Vendor.

9. Intellectual Property. The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, the COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and COUNTY hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication or the applicable federal agency. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state or federal grant, if applicable. At least three (3) copies or more if requested, of any such publication must be provided to the OAG or the applicable federal agency. All copies shall be provided by the COUNTY free of charge.

10. AUDIT RIGHTS; RECORDS RETENTION

10.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

10.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

10.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for

updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

10.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.4, paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement.

10.5 Location. Any audit of documents listed in Section 10.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 10.

10.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

10.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

11. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

12. Publicity. COUNTY and/or COUNTY's contractors shall not use the OAG's name or refer to the other Party directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not effect COUNTY's obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

13. Amendment. This Agreement shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or amendments of this Agreement shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this Agreement that does not comply with this Section will be deemed voidable at the sole option of the OAG.

14. Non-waiver. The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

15. Partial Invalidity. If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable, and provided such term or provision does not render this agreement void, then, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted. To the extent permitted by law, the Parties shall imply a provision to accomplish the Purpose of this Agreement and to the extent possible, accomplish the purposes of the deleted provision.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Entire Agreement. This Agreement, including the Exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (oral or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter.

18. Governing Law; Venue. This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of

motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

19. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

Office of the Attorney General of Texas

by: _____
Attorney General or his designee

Date: _____

Polk County, Texas

by: 
Judge John Thompson

Date: 6.12.07

EXHIBIT A – Maintenance Grant**FY 2008 Grant Contract - SAVNS
Polk County****Population Size: Medium**

The OAG will reimburse COUNTY for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds Available
Standard Maintenance Phase	\$15,259	\$ 2,666	12	\$17,925

Service Period (Term). The Service Period (Term) of this Agreement shall commence on the later of September 1, 2007 or the date of the signature by the OAG executing this Agreement, (being the date shown on this Agreement as the date executed by OAG); and unless terminated earlier as provided by another provision of this Agreement, this Agreement will terminate August 31, 2008.

The maximum number of months is provided above. If this Agreement does not commence before September 1, 2007, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this Agreement.

No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Service Period (Term). Nothing herein shall prevent the parties from revising the Service Period (Term) of this Agreement by a written amendment.

Option to Extend Service Period (Term). This Agreement may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this Agreement.

Limitation of Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this Agreement and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed SEVENTEEN THOUSAND NINE HUNDRED TWENTY-FIVE and NO/100 DOLLARS (\$17,925) for the Service Period (Term) described in this Agreement.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this provision. The parties acknowledge and agree that nothing in this

Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties stipulate and agree that funding for this Agreement is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this Agreement.

Time Period and Form of Invoice. It is possible that a change to the Texas statutory provisions may occur that would require a change in the service model presently employed by the State of Texas to accomplish the *SAVNS system*.

In the event there IS NO CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: The OAG's liability to pay and the COUNTY's ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY's request for reimbursement, the COUNTY will receive up to the full amount of "Total Grant Funds Available" as noted above.

1. The COUNTY may submit requests for reimbursement from the OAG for the period of time from September 1, 2007, (or a later date if this Agreement is not commenced by September 1, 2007), to August 31, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to August 31, 2008.

In the event that there IS A CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: To allow for greater flexibility to address this possible situation and allow for a transition to a different service model, the OAG's liability to pay and the COUNTY's ability to seek reimbursement will be divided into two (2) six-month periods of time, rather than the one (1) 12-month period of time. Therefore, COUNTY will receive up to one-half of the "Total Grant Funds Available" as noted above per each six-month intervals of time.

COUNTY must submit requests for reimbursement from the OAG in the following sequence and manner:

1. For the period of time from September 1, 2007 (or a later date if this Agreement is not commenced by September 1, 2007), to February 28, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to February 28, 2008. The certified vendor's invoice is valid when it is dated after the OAG execution date of this Agreement.
2. For the period of time from March 1, 2008 to August 31, 2008, the COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering March 1, 2008 to August 31, 2008. The certified vendor's invoice is valid when it is dated on or after the first day of February 2008 and payable on March 1, 2008.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for FY 2008 Maintenance Expenses packet.

Limited Pre-Reimbursement Funding to COUNTY. This limited funding is not preferred and will be strictly allowed, if at all, upon a showing of the following:

1. The COUNTY must submit written documentation supporting its request:
 - a. A fully executed County Services Agreement Renewal Notice with the certified vendor for the time period covered by the pre-reimbursement funding request;
 - b. An invoice from the Certified Vendor which includes the dates covered under the Standard Maintenance Phase;
 - c. A completed OAG form titled Verification of Continuing Production;
 - d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
 - e. A written justification explaining the need for pre-reimbursement funding.

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

Exhibit Applicable to this Agreement. Exhibit B, is attached hereto and incorporated herein, and is applicable to this Agreement. The COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

Exhibit B**The Uniform Grant Management Standards ("UGMS"), Part III, Section ____ .14;
Promulgated by the Office of the Governor, State of Texas,
establish the following assurances applicable to recipients of state grant funds:**

- (1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
- (8) COUNTY must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. COUNTY shall also ensure that all program personnel are properly trained and aware of this requirement.
- (9) COUNTY will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits

discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) COUNTY, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) COUNTY, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) COUNTY will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) COUNTY will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

R-04 Service Agreement Renewal Notice

County Copy
COPY

DATE: June 5, 2007

CUSTOMER NAME: Polk County

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

PROJECT TYPE: Polk County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: March 23, 2004

SERVICE AGREEMENT RENEWAL DATE: September 1, 2007

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: September 1, 2008

PROJECT PRICING: \$17,925

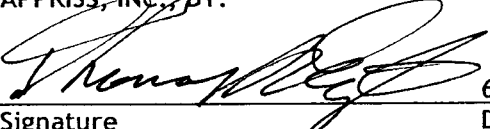
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the Out of Scope Costs referenced in the attached Exhibit R-04 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

 6/05/07
 Signature Date

Thomas R. Seigle
Vice-President of Government Sales

CUSTOMER BY:

 6.12.07
 Signature Date

County Judge John P. Thompson
Title Name

#5(K)



COPY

NON-FINANCIAL COOPERATIVE AGREEMENT
Between
Workforce Solutions Deep East Texas and
Worksite Organization

1. PARTIES TO THE AGREEMENT

The parties entering into this contract are Workforce Solutions Deep East Texas (WORKFORCE SOLUTIONS) and the WORKSITE organization.

WORKSITE: Livingston Nutrition Center

2. TYPE ORGANIZATION

WORKSITE is a: [X]Public entity []Private non-profit []Private for-profit

3. TYPE ACTIVITY

Activity is: []Work Experience [X]Work Activity

4. NUMBER OF POSITIONS

WORKSITE is able to supervise up to 3 PARTICIPANTS

5. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by both parties and will continue in effect until terminated either for convenience by either party, by mutual written agreement of both parties, or by one party giving 30 days notice to the other party.

6. AMENDMENTS

This agreement may be amended by mutual written agreement of both parties.

7. PURPOSE

Work Experience

7.1 Work Experience is a planned, structured learning experience, either paid or unpaid, that takes place in a workplace for a limited period of time. The goal of Work Experience is to allow PARTICIPANTS enrolled in workforce programs to develop good work habits, gain practical work experience and improve their employability skills so that they are able to move into regular employment.

7.2 The purpose of this Agreement is to establish basic procedures for the work experience.

Work Activity

7.1 The purpose of this agreement is to establish procedures for the referral, assignment to work activities, and supervision of PARTICIPANTS enrolled in workforce programs who participate in work activities.

8. COMMUNICATION, COORDINATION, AND REFERRALS

8.1 The main contact persons for this agreement are:

WORKSITE Contact		WORKFORCE SOLUTIONS Contact	
Name Judge John Thompson		Name Tiffany Lewing	
Title Co. Judge		Title Business Service Representative	
Phone (936)327-6813	Fax (936)327-6891	Phone 936-327-5421	Fax 936-327-3916
Address 101 West Church St. Ste. 300 Livingston, TX 77351		Address 317 West Church St. Livingston, TX 77351	

Additional contact persons may be assigned by either WORKFORCE SOLUTIONS or WORKSITE to facilitate the day-to-day duties, provided that all contacts are familiar with the terms of this agreement. Additional contact persons may be identified on Attachment I to this Agreement. Notification may be made by fax or mail to the other party at the earliest opportunity.

- 8.2 Referral of PARTICIPANTS will be made by WORKFORCE SOLUTIONS to the WORKSITE up to the number of PARTICIPANTS listed in 3 above. The Worksite Referral form will indicate the PARTICIPANT name, relevant training needs, type of work to be performed, maximum number of training hours per week, schedule of work, the worksite contact name, and any special accommodations needed by the PARTICIPANT.
- 8.3 WORKFORCE SOLUTIONS will notify the WORKSITE of new referrals prior to the start date. Notification of referrals may be made by phone, fax or mail, and a Worksite Referral form will be delivered prior to the PARTICIPANT start date.
- 8.4 The WORKSITE and WORKFORCE SOLUTIONS will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the results of the training.

9. GENERAL REQUIREMENTS

- 9.1 PARTICIPANTS may not be assigned to work, directly or indirectly, in the construction, operation, administration or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; and may not involve political activity, either directly or indirectly.
- 9.2 The work activity must be related to the capability of the customer to perform the assigned tasks on a regular basis, including the customer's physical capacity, skills, experience, family responsibilities and place of residence.
- 9.3 All PARTICIPANTS have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age or handicapping condition. PARTICIPANTS alleging discrimination may choose to have their complaints processed as a program dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.
- 9.4 No PARTICIPANT will be excluded from participating in activities; denied the benefits of work activities; subjected to discrimination under or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
- 9.5 Grievances (including complaints alleging discrimination) will be resolved according to Board Grievance and Complaint Policy and Procedures.
- 9.6 PARTICIPANTS are subject to the same health and safety standards established under state and federal law that otherwise apply to other individuals in similar activities who are not PARTICIPANTS.

- 9.7 No fees may be charged to any PARTICIPANT or WORKSITE for referrals or placement under this Agreement.
- 9.8 All parties to this agreement will comply with Fair Labor Standards Act, Wage and Hour Laws, and Child Labor Laws, and other federal or state labor laws as applicable.

10. WORKSITE AGREEMENTS

Work Experience

10.1 The WORKSITE will provide consistent supervision and basic work skills training that is relevant to paid positions within the WORKSITE'S organization and is consistent with the information in Attachment I. Trainer/Trainee ratio will not be less than 1/5. Basic work skills training will consist of instruction in the use of equipment.

Work Activity

10.1 The WORKSITE will provide supervision and work activity that is relevant to paid positions within the WORKSITE'S organization and that is consistent with the information in Attachment I.


- 10.2 The WORKSITE will not provide work to a PARTICIPANT that has the effect of replacing or preventing the employment of an individual who is not participating in a workforce program. Vacancies due to hiring freezes, termination, or layoffs, shall not be filled by a PARTICIPANT unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. PARTICIPANT positions shall in no way infringe upon the promotional opportunities that would otherwise be available to regular employees.
- 10.3 The WORKSITE will coordinate with WORKFORCE SOLUTIONS to enable WORKFORCE SOLUTIONS to monitor the placement, resolve difficulties, and provide work-related counseling for the PARTICIPANT when needed.
- 10.4 The WORKSITE will verify the accuracy and completeness of the PARTICIPANT work time by signing the PARTICIPANT Time Sheet, and will mail Time Sheets to WORKFORCE SOLUTIONS Holiday and time not in a training activity, including lunch or sick time, may not be included in time sheets. Break times are allowed per WORKSITE policy.
- 10.5 The WORKSITE will ensure that the trainee does not participate more than the number of hours per week indicated on the Worksite Referral form.
- 10.6 Confidentiality relating to PARTICIPANT program participation will be maintained.
- 10.7 WORKFORCE SOLUTIONS will be notified as soon as possible of any inappropriate referrals, or of any disciplinary problems or other issues that adversely affect either the WORKSITE or the PARTICIPANT'S work activity.
- 10.8 No PARTICIPANT may be required, with or without his consent, to remain away from his home overnight.

11. WORKFORCE SOLUTIONS AGREEMENTS

- 11.1 WORKFORCE SOLUTIONS will provide PARTICIPANT Time Sheets to the TRAINING WORKSITE.
- 11.2 WORKFORCE SOLUTIONS will provide work-related counseling to the PARTICIPANT as requested by either the PARTICIPANT or the WORKSITE and assist both the PARTICIPANT and WORKSITE to resolve any issues that arise.
- 11.3 WORKFORCE SOLUTIONS will verify eligibility to work in the United States.
- 11.4 WORKFORCE SOLUTIONS will provide the complaint and grievance information to the PARTICIPANT and the WORKSITE and to provide grievance resolution at the local level as per Board policy.
- 11.5 WORKFORCE SOLUTIONS will provide workers compensation insurance for the duration of the work activity. All accidents must be reported to the WORKFORCE SOLUTIONS contact within 8 days of the date

you receive notice or have knowledge of a work related injury that causes the PARTICIPANT to miss more than 1 day of work.

I am authorized to enter into this agreement for the WORKSITE organization and I agree to the terms and conditions of this agreement.


WORKSITE (Signature)

Judge John Thompson

Printed Name

County Judge

Title

6.12.07

Date

I am authorized to enter into this agreement for the WORKFORCE SOLUTIONS and agree to the terms and conditions of this agreement.

WORKFORCE SOLUTIONS (Signature)

Maria Kassabaum

Printed Name

Managing Director

Title

Date

WORKSITE INFORMATION

Additional Contact Information

WORKSITE		WORKFORCE SOLUTIONS	
Staff Contact (if different from WORKSITE CONTACT information in this Agreement) Barbara Hayes		Staff Contact (if different from WORKSITE CONTACT information on page 1 of this Agreement) Tiffany Lewing	
Title Director		Title Business Service Representative	
Phone (936)327-6830	Fax (936)327-6873	Phone 936-327-5421	Fax 936-327-3916
Address 602 East Church St. Ste. 101 Livingston, TX 77351		Address 317 West Church St. Livingston, TX 77351	

Type Activity Work Experience Work Activity

Worksite Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday		
Hours	8am-1:30pm	8am-1:30pm	8am-1:30pm	8am-1:30pm	8am-1:30pm		

Position Information

Position Title 1 Delivery Assistant/food prep.	Total Number for this position: 1	Supervisor Barbara Hayes
Position Duties: <p>Will be assisting with food/plate preparation, serving customers at the Nutrition Center, provide housekeeping duties such as sweeping, mopping, vacuuming, taking out trash, sanitizing counter tops, tables etc. in kitchen and bathroom. In addition participant will be assisting driver with the delivery of meals on wheels to Polk County residents.</p> <p><u>Work Experience Only</u> - Training to be provided:</p>		

Position Title 2	Total Number for this position:	Supervisor
Position Duties: <p><u>Work Experience Only</u> - Training to be provided:</p>		

Position Title 3	Total Number for this position:	Supervisor
Position Duties: <p><u>Work Experience Only</u> - Training to be provided:</p>		

Position Title 4	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

If more than 4 positions, use ATTACHMENT I Supplemental

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____
Date _____ WORKSITE Signature _____

Position Information

Position Title 5	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 6	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 7	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 8	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 9	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 10	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____



NON-FINANCIAL COOPERATIVE AGREEMENT
Between
Workforce Solutions Deep East Texas and
Worksite Organization

1. PARTIES TO THE AGREEMENT

The parties entering into this contract are Workforce Solutions Deep East Texas (WORKFORCE SOLUTIONS) and the WORKSITE organization.

WORKSITE: Corrigan Nutrition Center

2. TYPE ORGANIZATION

WORKSITE is a: Public entity Private non-profit Private for-profit

3. TYPE ACTIVITY

Activity is: Work Experience Work Activity

4. NUMBER OF POSITIONS

WORKSITE is able to supervise up to 1 PARTICIPANTS

5. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by both parties and will continue in effect until terminated either for convenience by either party, by mutual written agreement of both parties, or by one party giving 30 days notice to the other party.

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This agreement may be amended by mutual written agreement of both parties.

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Work Experience

7.1 Work Experience is a planned, structured learning experience, either paid or unpaid, that takes place in a workplace for a limited period of time. The goal of Work Experience is to allow PARTICIPANTS enrolled in workforce programs to develop good work habits, gain practical work experience and improve their employability skills so that they are able to move into regular employment.

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- 9.3 All PARTICIPANTS have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age or handicapping condition. PARTICIPANTS alleging discrimination may choose to have their complaints processed as a program dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.
- 9.4 No PARTICIPANT will be excluded from participating in activities; denied the benefits of work activities; subjected to discrimination under or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
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10. WORKSITE AGREEMENTS

Work Experience

10.1 The WORKSITE will provide consistent supervision and basic work skills training that is relevant to paid positions within the WORKSITE'S organization and is consistent with the information in Attachment I. Trainer/Trainee ratio will not be less than 1/5. Basic work skills training will consist of instruction in the use of equipment.

Work Activity

10.1 The WORKSITE will provide supervision and work activity that is relevant to paid positions within the WORKSITE'S organization and that is consistent with the information in Attachment I.

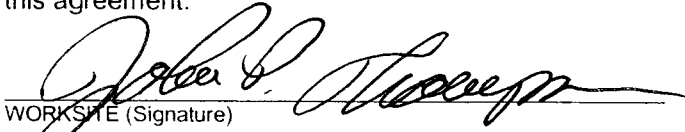
- 10.2 The WORKSITE will not provide work to a PARTICIPANT that has the effect of replacing or preventing the employment of an individual who is not participating in a workforce program. Vacancies due to hiring freezes, termination, or layoffs, shall not be filled by a PARTICIPANT unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. PARTICIPANT positions shall in no way infringe upon the promotional opportunities that would otherwise be available to regular employees.
- 10.3 The WORKSITE will coordinate with WORKFORCE SOLUTIONS to enable WORKFORCE SOLUTIONS to monitor the placement, resolve difficulties, and provide work-related counseling for the PARTICIPANT when needed.
- 10.4 The WORKSITE will verify the accuracy and completeness of the PARTICIPANT work time by signing the PARTICIPANT Time Sheet, and will mail Time Sheets to WORKFORCE SOLUTIONS Holiday and time not in a training activity, including lunch or sick time, may not be included in time sheets. Break times are allowed per WORKSITE policy.
- 10.5 The WORKSITE will ensure that the trainee does not participate more than the number of hours per week indicated on the Worksite Referral form.
- 10.6 Confidentiality relating to PARTICIPANT program participation will be maintained.
- 10.7 WORKFORCE SOLUTIONS will be notified as soon as possible of any inappropriate referrals, or of any disciplinary problems or other issues that adversely affect either the WORKSITE or the PARTICIPANT'S work activity.
- 10.8 No PARTICIPANT may be required, with or without his consent, to remain away from his home overnight.

11. WORKFORCE SOLUTIONS AGREEMENTS

- 11.1 WORKFORCE SOLUTIONS will provide PARTICIPANT Time Sheets to the TRAINING WORKSITE.
- 11.2 WORKFORCE SOLUTIONS will provide work-related counseling to the PARTICIPANT as requested by either the PARTICIPANT or the WORKSITE and assist both the PARTICIPANT and WORKSITE to resolve any issues that arise.
- 11.3 WORKFORCE SOLUTIONS will verify eligibility to work in the United States.
- 11.4 WORKFORCE SOLUTIONS will provide the complaint and grievance information to the PARTICIPANT and the WORKSITE and to provide grievance resolution at the local level as per Board policy.
- 11.5 WORKFORCE SOLUTIONS will provide workers compensation insurance for the duration of the work activity. All accidents must be reported to the WORKFORCE SOLUTIONS contact within 8 days of the date

you receive notice or have knowledge of a work related injury that causes the PARTICIPANT to miss more than 1 day of work.

I am authorized to enter into this agreement for the WORKSITE organization and I agree to the terms and conditions of this agreement.



WORKSITE (Signature)

Judge John Thompson

Printed Name

County Judge

Title

6.12.07

Date

I am authorized to enter into this agreement for the WORKFORCE SOLUTIONS and agree to the terms and conditions of this agreement.

WORKFORCE SOLUTIONS (Signature)

Maria Kassabaum

Printed Name

Managing Director

Title

Date

WORKSITE INFORMATION

Additional Contact Information

WORKSITE		WORKFORCE SOLUTIONS	
Staff Contact (if different from WORKSITE CONTACT information in this Agreement) Barbara Hayes		Staff Contact (if different from WORKSITE CONTACT information on page 1 of this Agreement) Tiffany Lewing	
Title Director		Title Business Service Representative	
Phone (936)327-6830	Fax (936)327-6873	Phone 936-327-5421	Fax 936-327-3916
Address 602 East Church St. Ste. 101 Livingston, TX 77351		Address 317 West Church St. Livingston, TX 77351	

Type Activity Work Experience Work Activity

Worksite Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday		
Hours	9am-1:00pm	9am-1:00pm	9am-1:00pm	9am-1:00pm	9am-1:00pm		

Position Information

Position Title 1 Delivery Assistant/food prep.	Total Number for this position: 1	Supervisor Barbara Hayes
Position Duties: Will be assisting with food/plate preparation, serving customers at the Nutrition Center, provide housekeeping duties such as sweeping, mopping, vacuuming, taking out trash, sanitizing counter tops, tables etc. in kitchen and bathroom. In addition participant will be assisting driver with the delivery of meals on wheels to Polk County residents.		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 2	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 3	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title ↓	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

If more than 4 positions, use ATTACHMENT I Supplemental

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____

Position Information

Position Title 5	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Position Title 6	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Position Title 7	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Position Title 8	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Position Title 9	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Position Title 10	Total Number for this position:	Supervisor
Position Duties:		
Work Experience Only - Training to be provided:		

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____

#6.

UTILITY BILLING ANALYSIS AND RECONCILIATION CONTRACT

This agreement is between Polk County, City of Livingston, County of FOLD, State of Texas, hereinafter referred to as Client, and Gulf Coast Utility Services, 24419 Red Deer Dr., City of Huffman, County of Harris, State of Texas, herein referred to as GCUS.

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

I. PROPOSAL OF SERVICES

GCUS shall perform a billing analysis and reconciliation and carry out all client approved procedures for the individual utility services. GCUS will verify and monitor all adjustments due to the client from the vendor. GCUS will provide correspondence and appropriate documentation to the vendor and the client relating to all discrepancies found. GCUS will monitor the client's account(s) until all adjustments are complete and verified.

This contract is to include the following locations: 200 West Church St. AND ALL OTHER COUNTY ADDRESSES.

If CLIENT delays recommended action and later adopts recommendations within 24 months from the date of that recommendation, GCUS will receive customary compensation as scheduled below:

II. PAYMENTS OF COMMISSIONS

Client shall remit to GCUS 50% of any and all benefits (i.e. credits, refunds, exemptions, from recommendations implemented with client approval) resulting from GCUS services under this agreement. After each benefit, there is no charge for future savings on that recommendation. These commissions are due and payable immediately to GCUS by client upon receipt of said benefit from vendor, utility company, or other service providers. The contract is for a term of 12 months, renewable upon mutual agreement.

III. OTHER SERVICES

All other services performed by GCUS are to be quoted and are not part of this agreement.

IV. TERMS TO BE EXCLUDED

The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons, or legal entities. GCUS cannot guarantee the performance of your utility vendors and equipment or service providers. As such, in no event shall GCUS or its assignee, employer, or contractor be liable for any damages in respect to the actions of those entities.

V. WAIVER OF MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.

VI. LAW OF THE STATE OF TEXAS TO GOVERN

This agreement shall be governed by the laws of the State of Texas. Any clause in this agreement or any addendum, if any, declared illegal by law shall not terminate or invalidate the remainder of the contract.

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AND ACKNOWLEDGE THAT IT IS BINDING ON ALL PARTIES ON THE 12th DAY OF

June, 2007.

x Signature: John P. Thompson

x Print Name and Title: John P. Thompson, County Judge, Polk County, Texas

Gulf Coast Utility Services, By: CTR Bulery, GCUS Representative, Clyde Bulery

#7.

STATE OF TEXAS § IN THE DISTRICT COURTS OF
COUNTY OF POLK § POLK COUNTY, TEXAS

APPROVAL OF ADDITIONAL ASSISTANT AUDITOR
POSITION

On this the 1st day of June, 2007, at a special meeting of the Honorable District Judges in and for Polk County, Texas, the approval of one additional assistant auditor of Polk County, Texas, in accordance with Chapter 84 of the Local Government Code was considered and agreed upon. The annual salary of this position will be \$31,246.10 per year, the same as the salary of the current assistant auditor position. This salary shall be paid out of the General Fund of the County.

The District Clerk of Polk County is hereby ordered to certify this action to the Commissioners Court of Polk County and include this order in the minutes of the Commissioners Court of Polk County, Texas.

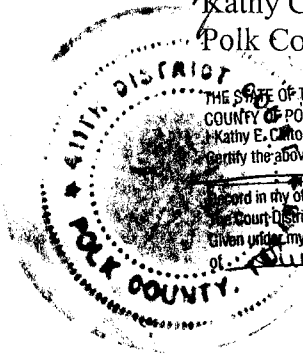
Elizabeth E. Coker
Elizabeth E. Coker, Judge
258th Judicial District

Robert H. Trapp
Robert Hill Trapp, Judge
411th Judicial District

Endorsement:
File on this 1st day of June, 2007-06-01

Kathy Clifton
Kathy Clifton, District Clerk
Polk County, Texas

Barbara Middleton
Barbara Middleton, County Clerk
Polk County, Texas



THE STATE OF TEXAS
COUNTY OF POLK
Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
certify the above instrument is a true copy of the Approval of
as the same appears of Additional
in Cause No. _____ as the same appears of Asst. Auditor
in the minutes of Position
Record in my Office Vol. _____ Page _____ in the minutes of
Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 1st day
of June, 2007
KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
Kathy Clifton

#11



**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

Designating Surplus Property to be disposed through Competitive Bid.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held June 12, 2007, the items described within the listing attached hereto as Exhibit "A" were determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152.

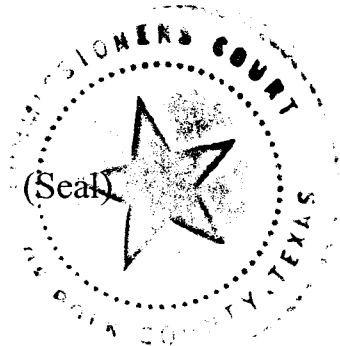
THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of by Competitive Bid.



John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on June 12, 2007.

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




Barbara Middleton, County Clerk
Polk County, Texas

VOL. 53 PAGE 814

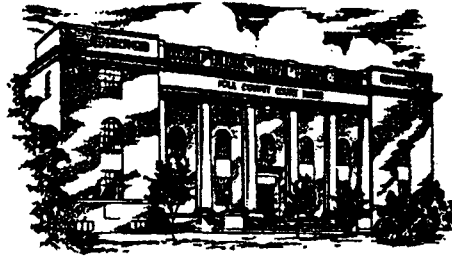


EXHIBIT "A"

Page 1 of 2

JAMES J. "BUDDY" PURVIS*County Commissioner*

Precinct 3

(409) 398-4171

(409) 398-5950 (Fax)

927 S. Home • Hwy. 59

P.O. Box 181

Corrigan, TX 75939

June 8, 2007

To: Commissioners Court

Please put these items on the agenda for Tuesday June 12th.

These items are to be declared surplus property and to be put out for the highest bidder, if the County is not going to have a surplus sale. The proceeds from this sale will go towards purchasing a truck tractor with wet kit to pull a 23ft. rock trailer.

The equipment is located in front of the County barn in Corrigan.

1. Gas Air Compressor
2. Army Gas Generator S/N KA6800
3. Aluminum 45 ft. bridge
4. Onan Welder / Generator
5. Ditch Cleaner for Tiger Mower
6. Pick Up Truck bed for a Chevrolet
7. Roscow Patching Mach.. S/N 30032
8. 1986 Chevrolet 4 door ¾ ton P/U VIN. #
1GCGC23M0GS189344
9. 1994 Extra Cab ¾ ton P/u Vin.# 1gcgc29KIRE166274
Chevy
10. 1980 Chevy Winch Truck (Bruin) Vin.#
C49CCAB119867
11. Army 5 Ton Parts Truck S/N NL06RTC228-10541

12. Wisconsin Tilt Trailer S/N 4541
13. 19ft Flat Bed Trailer
14. GMC 1 Ton Cab & Chasey 1983 Vin.#
1GDHC34J3DV5105

Respectfully,



James J. "Buddy" Purvis

#12

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Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 000 011 DATE: April 25, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

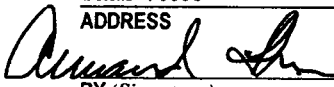
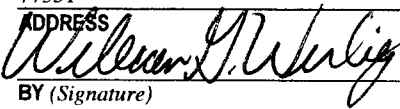
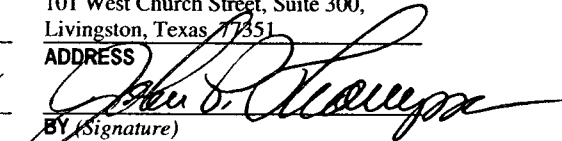
- | | |
|--|----------|
| 1. Telcom supply charges IV # 6974 | 958.95 |
| 2. Rone Engineering emergency response 1 and 2 | 7,000.00 |
| 3. AEQ decontamination of boiler and pipes | 8,735.00 |
| Total cost of 16,693.95 to be deducted from contingency leaving a balance of \$30,324.05 | |

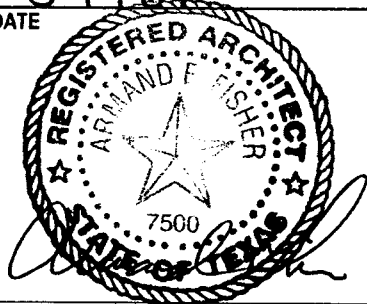
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order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

The Contract Time will be increased by Seven (7) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 28th, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
104 West Russell Street, Weatherford, Texas 76086 ADDRESS	2404 Hwy 190 West, Livingston, Texas 77351 ADDRESS	101 West Church Street, Suite 300, Livingston, Texas 77351 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Armand Fisher (Typed name)	William G. Wimberly (Typed name)	John Thompson (Typed name)
5.17.07 DATE	5/24/07 DATE	6.12.07 DATE



5.17.07

COPY

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 12 DATE: May 17, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

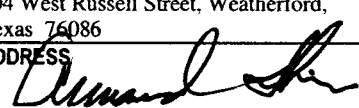
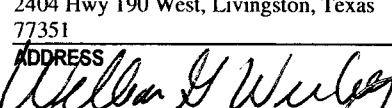
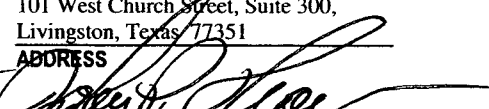
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Texas Department of Health Services Asbestos Notification Program # 2006091852
Total Cost of \$ 1,545.00 to be deducted from contingency leaving a balance of \$24,723.05

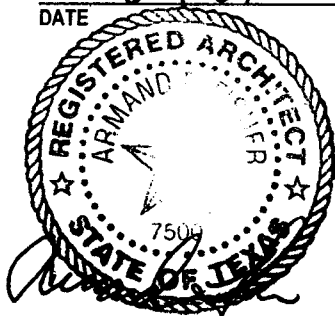
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order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

The Contract Time will be increased by (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 4, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
104 West Russell Street, Weatherford, Texas 76086 ADDRESS	2404 Hwy 190 West, Livingston, Texas 77351 ADDRESS	101 West Church Street, Suite 300, Livingston, Texas 77351 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Armand Fisher (Typed name)	William G. Wimberly (Typed name)	John Thompson (Typed name)
6-4-07 DATE	6/4/07 DATE	6.12.07 DATE



6.4.07

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Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 13 DATE: May 30, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)


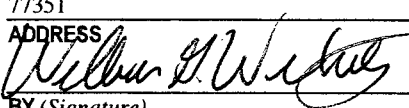
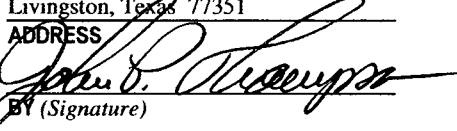
Personal - Treasurer additional room 56,150.00
Proposal dated 4/3/2007

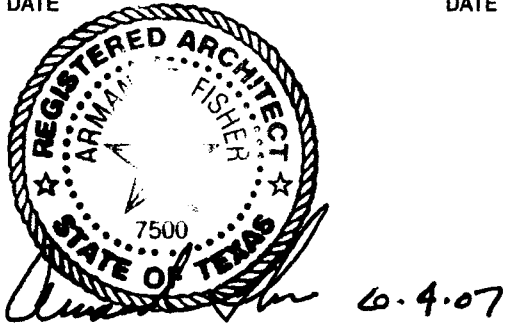
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 56,150.00
The new Contract Sum including this Change Order will be	\$ 1,108,573.00

The Contract Time will be increased by Thirty (30) days.
The date of Substantial Completion as of the date of this Change Order therefore is July 4, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
<u>104 West Russell Street, Weatherford, Texas 76086</u> ADDRESS	<u>2404 Hwy 190 West, Livingston, Texas 77351</u> ADDRESS	<u>101 West Church Street, Suite 300, Livingston, Texas 77351</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Armand Fisher</u> (Typed name)	<u>William G. Wimberly</u> (Typed name)	<u>John Thompson</u> (Typed name)
<u>6-4-2007</u> DATE	<u>6/4/07</u> DATE	<u>6.12.07</u> DATE



#12

COPY

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 14 DATE: May 30, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Annex Kitchen per proposal dated 4/11/2007	147,822.00
--	------------

The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 56,150.00
The Contract Sum prior to this Change Order was	\$ 1,108,573.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 147,822.00
The new Contract Sum including this Change Order will be	\$ 1,256,395.00

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 3, 2007

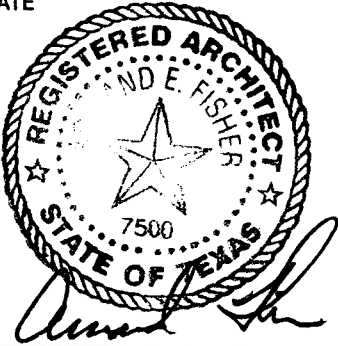
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

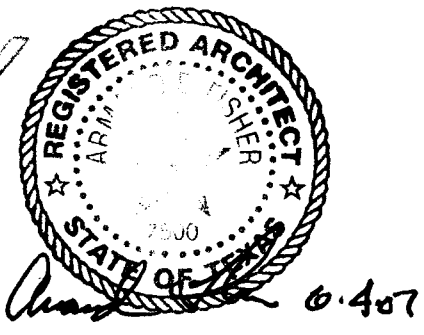
Armand Fisher Architects, Inc.
ARCHITECT (Firm name)
 104 West Russell Street, Weatherford,
 Texas 76086
ADDRESS
Armand Fisher
BY (Signature)
 Armand Fisher
(Typed name)
 6-4-07
DATE

Wimberly & Associates Construction, Inc.
CONTRACTOR (Firm name)
 2404 Hwy 190 West, Livingston, Texas
 77351
ADDRESS
William G. Wimberly
BY (Signature)
 William G. Wimberly
(Typed name)
 6/4/07
DATE

Polk County
OWNER (Firm name)
 101 West Church Street, Suite 300,
 Livingston, Texas 77351
ADDRESS
John P. Thompson
BY (Signature)
 John Thompson
(Typed name)
 6.12.07
DATE



AIA Document G701™ – 2001



Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 15 DATE: May 30, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional electric al code compliance work per city inspection and Jay Burks	3,287.00
Light fixtures for county Elliott Elect.	6,060.00
Credit for unused fixtures	-816.00
Total deducted from Contingency	8,531.00
Leaving a contingency balance of \$16,192.05	

The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 203,972.00
The Contract Sum prior to this Change Order was	\$ 1,256,395.00
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	\$ 1,256,395.00

The Contract Time will be increased by Seven (7) days.
 The date of Substantial Completion as of the date of this Change Order therefore is September 10, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
104 West Russell Street, Weatherford, Texas 76086 ADDRESS	2404 Hwy 190 West, Livingston, Texas 77351 ADDRESS	101 West Church Street, Suite 300, Livingston, Texas 77351 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Armand Fisher (Typed name)	William G. Wimberly (Typed name)	John Thompson (Typed name)
<u>6-4-07</u> DATE	<u>6/4/07</u> DATE	<u>6.12.07</u> DATE

