



POLK COUNTY COMMISSIONERS COURT

July 10, 2007

10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2007-076

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. **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: June 26, 2007 (Regular Meeting).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2007-18, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2007-18(A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL OF RENEWAL AGREEMENT WITH McCREARY, VESELKA, BRAGG & ALLEN FOR JUSTICE COURT DELINQUENT FINE/FEE COLLECTIONS.
- G. RATIFY LETTER OF AGREEMENT WITH LAVINA BULLOCK FOR CLEANING SERVICES AT M.G. REILY HUMANITARIAN BUILDING, CORRIGAN.
- H. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT.1) Lot 9, Shelter Cove #3, Cause No. T04-184; Lot 306, Shelter Cove #4, Cause No. T04-185; Lot 15, Block 4, Shelter Cove #5, Cause No. T01-037.
- I. CONSIDER APPROVAL OF FINAL PLAT FOR HARBORS EDGE, A SUBDIVISION LOCATED IN PRECINCT 2, POLK COUNTY.

- J. CONSIDER APPROVAL OF LETTER OF AGREEMENT FOR MAINTENANCE SERVICE OF VIDEO CONFERENCING NETWORK.
 - K. CONSIDER APPROVAL OF REQUEST/S FROM POLK COUNTY SCHOOL LAND SURFACE LEASE HOLDERS TO SUBLEASE FOR HUNTING PURPOSES.
 - L. CONSIDER JUSTICE OF THE PEACE. PCT. 4 REQUEST FOR EXPENDITURE FROM JUSTICE COURT TECHNOLOGY FUND IN THE AMOUNT OF \$2,856.40 FOR THE PURCHASE OF COMPUTER BASED SECURITY SYSTEM.
 - M. CONSIDER APPROVAL OF AGREEMENT WITH DR. RAYMOND LUNA FOR THE PROVISION OF POST OFFER/PRE-EMPLOYMENT PHYSICAL EXAMINATIONS.
 - N. CONSIDER APPROVAL OF AGREEMENT WITH LIVINGSTON MRI, LP DBA LIVINGSTON DIAGNOSTICS FOR PROVISION OF POST OFFER/PRE-EMPLOYMENT X-RAY SERVICES.
 - O. CONSIDER ORDER ADOPTING THE PROVISIONS OF SECTION 34.015, TAX CODE, PERTAINING TO PERSONS ELIGIBLE TO PURCHASE REAL PROPERTY AT DELINQUENT TAX SALE.
 - P. CONSIDER APPROVAL OF SERVICE (3) AGREEMENTS WITH LIQUID ENVIRONMENTAL SOLUTIONS FOR MAINTENANCE OF GREASE TRAPS AT SENIOR CENTERS.
5. CONSIDER ANY/ALL ACTION REGARDING BID #2007-23, "THE SALE OF SURPLUS PROPERTY AND EQUIPMENT, PCT. 3".
 6. CONSIDER ANY/ALL ACTION REGARDING BID #2007-24, "BULK PURCHASE OF INSECTICIDE FOR MOSQUITO ABATEMENT PROGRAM".
 7. CONSIDER APPROVAL OF PROJECT AGREEMENT, INCLUDING ASSURANCES RELATING TO REAL PROPERTY ACQUISITION, WITH NATURAL RESOURCES CONSERVATION SERVICE FOR EMERGENCY WATERSHED PROGRAM (EWP) FOR DAMAGES THAT OCCURRED IN PRECINCT 3 AND PRECINCT 4 DURING THE OCTOBER 2006 FLOODING AND CONSIDER METHOD OF PAYMENT FOR COUNTY'S 25% MATCH.
 8. CONSIDER APPROVAL OF PURCHASE OF FEDERAL SURPLUS PROPERTY TRAILERS (3) FOR EMERGENCY MANAGEMENT DISASTER RESPONSE IN THE AMOUNT OF \$10,950.00 TO BE FUNDED BY GENERAL FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FISCAL YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT.

ADJOURN

By: John P. Thompson, County Judge



Posted: Tuesday, July 3, 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 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 Tuesday, July 3, 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).

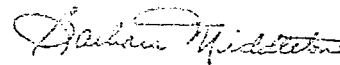
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2007 JUL -31 A 9:32

BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmitt (Deputy)



BARBARA MIDDLETON
POLK COUNTY CLERK



JULY 10, 2007
Regular Session - 10:00 a.m.

COMMISSIONERS COURT

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

ADDENDUM to Posting # 2007-076

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 July 10, 2007 at 10:00 A.M.

AMEND TO ADD:

4. Q. CONSIDER APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCES AND TO BE REIMBURSED BY THE FY2007 YEAR END ISSUANCE OF AUTHORIZED DEBT (REIMBURSEMENT RESOLUTION).
9. CONSIDER AMENDMENT OF PREVIOUS ACTION TAKEN ON JUNE 12TH, 2007 FOR FUNDING OF PCT. 1 PURCHASE OF TWO DUMP TRUCKS TO APPROVE FINANCING THROUGH BANCORP SOUTH.
10. RECEIVE AND RECORD OATH AND BOND OF MARGIE AINSWORTH, AS ASSISTANT COUNTY AUDITOR.

Dated: Friday, July 6, 2007

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, July 06, 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 Andrea Schmidt, Deputy

FILED FOR RECORD

2007 JUL -6 P 3: 30

BARBARA MIDDLETON
POLK COUNTY CLERK

COMMISSIONERS COURT
AGENDA POSTING #2007 - 076

BE IT REMEMBERED ON THIS THE 10TH DAY OF JULY, 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, PAMELA PRESLEY, 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 REV. FRED ALFORD.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:
 - A. CECIL WATT FROM INDIAN SPRINGS GAVE COMMENTS ON SIGNS, STREETS AND CULVERTS IN INDIAN SPRINGS. MR. WATTS REQUESTED MORE STOP SIGNS, LESS ROAD MAINTENANCE AND MORE CULVERTS.
 - B. JUDGE THOMPSON COMMENTED THE COMMISSIONER IS WORKING WITH THE POA IN INDIAN SPRINGS AND FOR MORE DISCUSSION ON THE SUBJECT WOULD HAVE TO BE PUT ON THE COMMISSIONER COURT AGENDA AS LAW REQUIRES.
 - C. JOE ROEDER OF PRECINCT #4, GAVE COMMENTS ON LAKE LIVINGSTON WATER SUPPLY HAVING A GRANT FROM THE STATE AND INDIAN SPRINGS SHOULD BE IN THE FIRST PHASE FOR THE LATTER PART OF NEXT YEAR.

3. INFORMATIONAL REPORTS:
 - A. EMERGENCY MANAGEMENT-KENNETH HAMBRICK-GAVE A REPORT ON MOSQUITO ABATEMENT AND FLOOD CONTROL
 - B. COMMISSIONER BUDDY PURVIS PCT. 3 GAVE INFORMATION ABOUT A MOSQUITO PROBLEM AT THE OLD HOSPITAL, AND ASKED IF MAINTENANCE HAS TAKEN CARE OF THE STANDING WATER AND SOLVED THE PROBLEM.
 - C. BYRON LYONS GAVE A REPORT ON SHERIFF'S DEPARTMENT JULY ACTIVITY.
 - D. RAY STELLY, COUNTY AUDITOR INTRODUCED HIS NEW ASSISTANT AUDITOR, MARGIE AINSWORTH.
 - E. MARK CURRIE, EXTENSION OFFICE INTRODUCED THE NEW 4-H & YOUTH DEVELOPMENT AGENT, CHAD ARBUCKLE.

NEW BUSINESS

4. CONSENT AGENDA:

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO DELETE ITEM # J, "CONSIDER APPROVAL OF LETTER OF AGREEMENT FOR MAINTENANCE SERVICE OF VIDEO CONFERENCING NETWORK" AND ADD FROM THE ADDENDUM ITEM # Q THEREBY APPROVING THE CONSENT AGENDA AS FOLLOWS;

- A. APPROVE MINUTES OF JUNE 26, 2007 REGULAR MEETING.
- B. APPROVAL OF BUDGET REVISIONS #2007-18, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVAL OF BUDGET AMENDMENTS #2007-18 (A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVE SCHEDULE OF BILLS. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
6/25/07	82,666.17	205596-205648
6/28/07	4,400.59	ACH 986
6/28/07	2,002,851.84	ACH 987
6/28/07	41,743.06	ACH 988
6/28/07	9,763.44	ACH 989
6/28/07	28,663.48	ACH 990
6/28/07	254,321.67	ACH 991
6/28/07	3,095.19	ACH 992
6/28/07	15,682.00	ACH 993
6/28/07	34,584.67	205649-205663
6/28/07	1,844.40	205664-205668
6/28/07	1,399.43	205669-205674
7/2/07	55,056.85	205675-205677
7/2/07	14,401.38	205678-205683
7/5/07	203,380.65	205684-205852
TOTAL	2,753,854.82	

- E. APPROVAL OF PERSONNEL ACTION FORM. (SEE ATTACHED)
- F. APPROVE RENEWAL AGREEMENT WITH MCCREARY, VESELKA, BRAGG & ALLEN FOR JUSTICE COURT DELINQUENT FINE/FEE COLLECTIONS. (SEE ATTACHED)
- G. RATIFY LETTER OF AGREEMENT WITH LAVINA BULLOCK FOR CLEANING SERVICES AT M.G. REILY HUMANITARIAN BUILDING, CORRIGAN. (SEE ATTACHED)
- H. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT. 1)
 LOT 9, SHELTER COVE #3, CAUSE NO. T04-184;
 LOT 306, SHELTER COVE #4, CAUSE NO. T04-185;
 LOT 15, BLOCK 4, SHELTER COVE #5, CAUSE NO. T01-037.
- I. APPROVAL OF FINAL PLAT FOR HARBORS EDGE, A SUBDIVISION LOCATED IN PRECINCT 2, POLK COUNTY.
- K. APPROVAL OF REQUEST/S FROM POLK COUNTY SCHOOL LAND SURFACE LEASE HOLDERS TO SUBLEASE FOR HUNTING PURPOSES.
- L. APPROVE JUSTICE OF THE PEACE, PCT. 4 REQUEST FOR EXPENDITURE FROM JUSTICE COURT TECHNOLOGY FUND IN THE AMOUNT OF \$2,856.40 FOR THE PURCHASE OF COMPUTER BASED SECURITY SYSTEM.
- M. APPROVAL OF AGREEMENT WITH DR. RAYMOND LUNA FOR THE PROVISION OF POST OFFER/PRE-EMPLOYMENT PHYSICAL EXAMINATIONS. (SEE ATTACHED)
- N. APPROVAL OF AGREEMENT WITH LIVINGSTON MRI, LP DBA LIVINGSTON DIAGNOSTICS FOR PROVISION OF POST OFFER/PRE-EMPLOYMENT X-RAY SERVICES. (SEE ATTACHED)
- O. APPROVE ORDER ADOPTING THE PROVISIONS OF SECTION 34.015, TAX CODE, PERTAINING TO PERSONS ELIGIBLE TO PURCHASE REAL PROPERTY AT DELINQUENT TAX SALE. (SEE ATTACHED)
- P. APPROVE SERVICE (3) AGREEMENTS WITH LIQUID ENVIRONMENTAL SOLUTIONS FOR MAINTENANCE OF GREASE TRAPS AT SENIOR CENTERS. (SEE ATTACHED)
- Q. APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCES AND TO BE REIMBURSED BY THE FY2007 YEAR END ISSUANCE OF AUTHORIZED DEBT (REIMBURSEMENT RESOLUTION). (SEE ATTACHED)

5. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY TOMMY OVERTSREET TO ACCEPT BID FOR \$75.00 ON 19 FT TRUCK BED AND \$325.00 FOR ITEM 13., AND REBID EVERYTHING ELSE EXCEPT TRUCKS WILL BE TRADED.
ALL VOTING YES.
6. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO ACCEPT BID #2007-24 OF \$27,375 "BULK PURCHASE OF INSECTICIDE FOR MOSQUITO ABATEMENT PROGRAM".
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE PROJECT AGREEMENT, INCLUDING ASSURANCES RELATING TO REAL PROPERTY ACQUISITION, WITH NATURAL RESOURCES CONSERVATION SERVICE FOR EMERGENCY WATERSHED PROGRAM (EWP) FOR DAMAGES THAT OCCURRED IN PRECINCT 3 AND PRECINCT 4 DURING THE OCTOBER 2006 FLOODING AND APPROVE METHOD OF PAYMENT FOR COUNTY'S 25% MATCH TO BE FUNDED BY FUND BALANCE AND INCLUDED AS INVOICED FOR ISSUANCE OF LEGALLY AUTHORIZED DEBT.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY BUDDY PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE PURCHASE OF FEDERAL SURPLUS PROPERTY TRAILERS (3) FOR EMERGENCY MANAGEMENT DISASTER RESPONSE IN THE AMOUNT OF \$10,950.00 TO BE FUNDED BY GENERAL FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FISCAL YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT.
ALL VOTING YES.
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AMEND PREVIOUS ACTION TAKEN JUNE 12, 2007 FOR FUNDING OF PCT. 1 PURCHASE OF TWO DUMP TRUCKS TO APPROVE FINANCING THROUGH BANCORP SOUTH RATHER THAN INCLUDING ON REIMBURSEMENT RESOLUTION.
ALL VOTING YES.
10. MOTIONED BY BUDDY PERVIS, SECONDED BY RONNIE VINCENT, TO RECEIVE AND RECORD OATH AND BOND OF MARGIE AINSWORTH, AS ASSISTANT COUNTY AUDITOR.
ALL VOTING YES.

ADJOURN

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 10TH DAY OF JULY, 2007 AT 10:32 A.M.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



PAMELA PRESLEY, DEPUTY CLERK

#4(B)

Budget Revisions

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
051 AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

2007-18
7/10/07

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-475-315	OFFICE SUPPLIES	06/28/2007	2K7R18	10,000.00	12,000.00	2,000.00	TO COVER SUPPLY EXP FOR REM	SD
2007 010-475-406	APPELLATE EXPENSES	06/28/2007	2K7R18	11,262.00	9,262.00	2,000.00-	COVER SUPPLY EXP FOR REMAIN	SD
2007 010-475-406	APPELLATE EXPENSES	06/28/2007	2K7R18	9,262.00	7,262.00	2,000.00-	TO COVER EXP FOR REMAINDER	SD
2007 010-475-490	MISCELLANEOUS	06/28/2007	2K7R18	8,835.00	10,835.00	2,000.00	TO COVER REMAINDER OF EXP F	SD
EXPENSE SUMMARY - D. A.				TOTAL AMENDMENTS	4	TOTAL CHANGES		
2007 010-495-315	OFFICE SUPPLIES	06/27/2007	2K7R18	5,000.00	6,500.00	1,500.00	TO COVER EXPENSES	SD
2007 010-495-423	MOBILE PHONE	07/03/2007	2K7R18	1,500.00	2,900.00	1,400.00	TO COVER ADDITIONAL EXPENSE	SD
2007 010-495-440	OUTSIDE SERVICES	06/27/2007	2K7R18	35,000.00	33,500.00	1,500.00-	TO COVER OTHER EXPENSES	SD
2007 010-495-440	OUTSIDE SERVICES	07/03/2007	2K7R18	33,500.00	32,100.00	1,400.00-	TO COVER ADDITIONAL EXPENSE	SD
EXP. SUM. - CO. AUDITOR				TOTAL AMENDMENTS	4	TOTAL CHANGES		
2007 010-512-334	PAPER/SUNDRY SUPPL	07/02/2007	2K7R18	20,454.00	19,645.13	808.87-	FUNDS FOR INMATE TRANSFER F	SD
2007 010-512-426	TRAVEL - TRANSPORT	07/02/2007	2K7R18	10,854.00	11,662.87	808.87	FUNDS DOR INMATE TRANSPORT	SD
EXPENSE SUMMARY - JAIL				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 051-645-315	OFFICE SUPPLIES	06/28/2007	2K7R18	500.00	1,100.00	600.00	TO PROVIDE FUNDING FOR THE	SD
2007 051-645-333	RAW FOOD	06/28/2007	2K7R18	43,400.00	42,800.00	600.00-	FUNDING FOR REMAINDER OF FY	SD
				TOTAL AMENDMENTS	2	TOTAL CHANGES		

Budget Amendments
 #2K7A18 #2007-18(A)
 FY07

#4(c)

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget
010- General Fund 010-465-408	<u>GENERAL FUND</u> General Fund Attorney Fees 258th District Court	30,000.00	30,000.00	258th District Court 258th District Court	122,000.00	152,000.00
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
TOTALS				30,000.00	30,000.00	122,000.00
						152,000.00

07/12/2007 09:49:15 REPORT OF GENERAL LEDGER AMENDMENTS GEL125 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-465-408	ATTORNEY FEES-258T	07/12/2007	2K7A18	122,000.00	152,000.00	30,000.00	258TH DIS COURT STTY FEES	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES	30,000.00		

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	77,853.48
015	ROAD & BRIDGE ADM	2,886.72
027	SECURITY	80.00
051	AGING	1,605.42
088	JUDICIARY FUND	240.55

	TOTAL OF ALL FUNDS	82,666.17

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

COUNTY JUDGE _____

ACH 986

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	4,400.59
	TOTAL OF ALL FUNDS	4,400.59

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

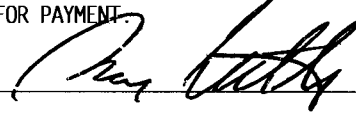
ACH 9/87

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	2,002,851.84

TOTAL OF ALL FUNDS	2,002,851.84

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 864

ACH 988

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	27,210.00
015	ROAD & BRIDGE ADM	6,811.64
027	SECURITY	352.12
051	AGING	609.16
101	ADULT SUPERVISION	4,577.90
185	CCAP - JUVENILE PROBATION	2,182.24
TOTAL OF ALL FUNDS		41,743.06

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

ACH 989

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,364.34
015	ROAD & BRIDGE ADM	1,593.26
027	SECURITY	82.36
051	AGING	142.48
101	ADULT SUPERVISION	1,070.62
185	CCAP - JUVENILE PROBATION	510.38
TOTAL OF ALL FUNDS		9,763.44


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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON




COUNTY JUDGE


AcH990

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	19,474.42
015	ROAD & BRIDGE ADM	3,955.01
027	SECURITY	177.05
051	AGING	158.62
101	ADULT SUPERVISION	3,388.40
185	CCAP - JUVENILE PROBATION	1,509.98
TOTAL OF ALL FUNDS		28,663.48

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

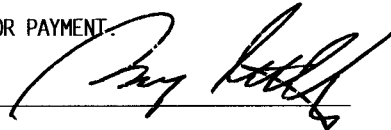
COUNTY JUDGE _____

ACH 991

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	164,002.61
015	ROAD & BRIDGE ADM	42,436.13
027	SECURITY	2,216.61
051	AGING	4,034.15
101	ADULT SUPERVISION	28,121.77
185	CCAP - JUVENILE PROBATION	13,510.40
TOTAL OF ALL FUNDS		254,321.67

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	2,726.12
015	ROAD & BRIDGE ADM	369.07
	TOTAL OF ALL FUNDS	3,095.19

ACH 992

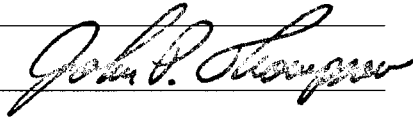
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE


SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	15,682.00

TOTAL OF ALL FUNDS	15,682.00

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

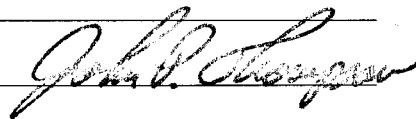
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE




SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33,645.29
013	JP JUSTICE COURT TECHNOLOGY	57.88
015	ROAD & BRIDGE ADM	572.80
051	AGING	308.70
	TOTAL OF ALL FUNDS	34,584.67

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	1,844.40

TOTAL OF ALL FUNDS	1,844.40

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

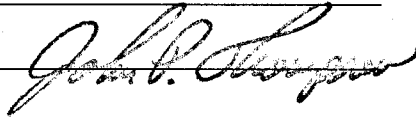
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



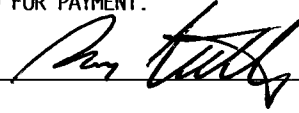
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,244.43
015	ROAD & BRIDGE ADM	125.00
027	SECURITY	30.00

	TOTAL OF ALL FUNDS	1,399.43

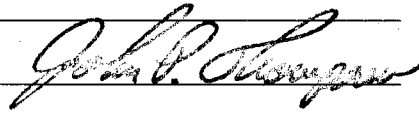
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

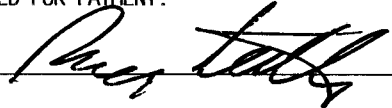


COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	30,855.10
015	ROAD & BRIDGE ADM	21,623.93
027	SECURITY	110.66
048	DISTRICT ATTY SPECIAL FUND	79.99
051	AGING	658.99
101	ADULT SUPERVISION	649.21
185	CCAP - JUVENILE PROBATION	1,078.97
	TOTAL OF ALL FUNDS	55,056.85

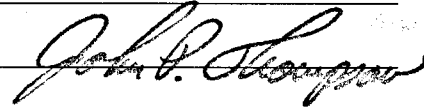
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

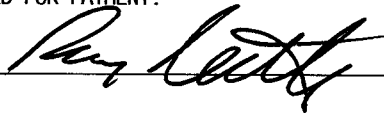
VOL. 53 PAGE 874

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,401.38

	TOTAL OF ALL FUNDS	14,401.38

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

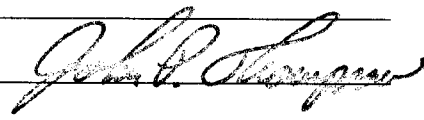
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	135,265.26
015	ROAD & BRIDGE ADM	64,570.92
027	SECURITY	70.91
040	LAW LIBRARY FUND	87.00
051	AGING	2,409.91
088	JUDICIARY FUND	976.65
TOTAL OF ALL FUNDS		203,380.65

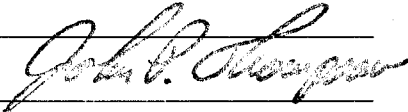
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

COPY

DATE: JUNE 27 - JULY, 10, 2007

#4 (E)

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JOSEPH RYAN CUDE	ROAD & BRIDGE #4	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/01 \$22,859.20	RECLASSIFICATION OF JOB TO LABOR POOL (-900) #109-LIGHT EQUIPMENT OPERATOR, \$10.99/HR EFFECTIVE 06/28/2007
(2)	SANDRA LEA DANIELS	JAIL	#1065 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	RESIGNATION EFFECTIVE 07/05/2007
(3)	AUDREY KAY BERRY	SHERIFF	#1402 / O 4 2 TELECOMMUNICATIONS SUPERVISOR	REGULAR FULL-TIME	17/01 \$26,457.60	RECLASSIFICATION OF JOB TO LABOR POOL (-900) #1043-TELECOMMUNICATIONS OPERATOR, \$10.99/HR EFFECTIVE 07/06/2007
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

#4 (F)

**CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES
ASSESSED BY THE COURTS
OF
POLK COUNTY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF POLK §

THIS CONTRACT is made and entered into by and between the **COUNTY OF POLK, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**County**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The County agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent Court debt and accounts receivable including: fines, fees, court costs, forfeited bonds, restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in this agreement as Fines and Fees") pursuant to the terms and conditions in this contract.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, the County will provide MVBA with copies of, or access to, the information and documentation necessary to collect the delinquent fines and fees that are subject to this contract. The County shall furnish the information to MVBA by electronic transmission. The County shall be responsible for the receipting of the payment of all fines and fees collected pursuant to this contract whether received directly from the defendant or from MVBA.

III.

MVBA shall forward all cashier checks or money order payments made payable to the County and any correspondence from defendants directly to the County. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the defendant by credit card or electronic check which is deposited directly into the MVBA Trust Account. MVBA shall remit to the appropriate courts all payments in full received into the MVBA Trust Account, twice a monthly, along with an invoice detailing the docket number, name of defendant, amount paid to MVBA or Court, MVBA fee percentage, and fees earned for each case.

IV.

MVBA shall indemnify and hold the County harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the County, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the County and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the County agrees to pay to MVBA, as compensation for the professional services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, a fee of twenty percent (20%) of the amount of collected by the Court on those cases in which the data files are transmitted to MVBA by electronic media; or, a fee of thirty percent (30%) of the amounts collected by the Court in which the case files are not transmitted by electronic media. However, in no event shall MVBA be compensated for the collection of a delinquent Fine and Fee which exceeds the amount realized by the County from the collection of the delinquent Fine and Fee after deducting the amount due the State of Texas.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the County as provided by Article 103.0031 of the Code of Criminal Procedure.

All compensation shall become the property of MVBA at the time of payment. The County shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the appropriate court all accounts not collected within one (1) year of referral by the County, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is two (2) years, beginning on the date this contract is executed by the parties hereto, and shall thereafter continue on a month-to-month basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written "Notice of Termination of Contract" at least thirty (30) days prior to the intended termination date.

In the event that the County terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of

this contract for all amounts collected on accounts referred to MVBA. The County may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the County by MVBA.

VIII.

For purposes of sending notice under the terms of this contract, all notices from the County shall be sent to MVBA by certified United States mail, McCreary, Veselka, Bragg & Allen, P.C., Attention Harvey M. Allen, P. O. Box 1310, Round Rock, Texas 78680-1310, or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664, and all notices to the County shall be sent by certified United States mail or delivered by hand or courier to the County of Polk, Attention: County Judge, John Thompson , Polk County Courthouse, 101 W. Church, Livingston, Texas 77351.

IX.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

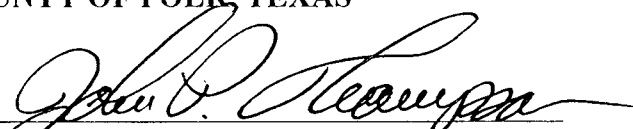
In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The County has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

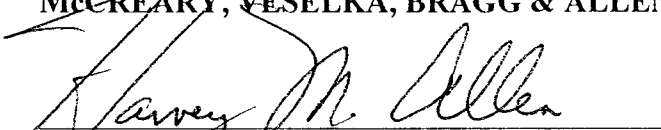
WITNESS the signatures of all parties hereto this, the 10th day of July, A.D. 2007.

COUNTY OF POLK, TEXAS



County Judge

McCREARY, VESELKA, BRAGG & ALLEN, P.C.



Harvey M. Allen, Attorney at Law

#4(G)

COPY

JUNE 26, 2007

I, LAVINA GAIL BULLOCK, SS#: [REDACTED]-4241, 2250 HWY. 59 N., CORRIGAN, TEXAS 75939 AGREE TO CLEAN THE RESTROOMS IN THE CORRIGAN MEDICAL CLINIC LOBBY AREA, 300 HOSPITAL ST., CORRIGAN, TEXAS UTILIZED BY PHYSICIAN'S PATIENTS & SENIOR CITIZENS PARTICIPATES TWICE (2) WEEKLY, TUESDAY & FRIDAY AFTERNOON AFTER 5:00 P.M. THIS AGREEMENT IS EFFECTIVE JUNE 26, 2007.

THE PAYMENT AGREEMENT: TWO HUNDRED SIXTEEN DOLLARS (\$216.00) MONTHLY CONTRACT.

THE COUNTY OF POLK WILL FURNISH TOILET & CLEANING NECESSITIES PER MY FAXED REQUEST.

Lavina Gail Bullock

6/26/07

LAVINA GAIL BULLOCK SS#: [REDACTED]-4241
2250 HWY. 59 N., CORRIGAN, TEXAS 75939

DATE

John P. Thompson

John P. Thompson
County Judge

July 10, 2007

Date

RECEIVED

JUN 29 2007

POLK COUNTY GOVERNMENT
SOCIAL SERVICES DEPARTMENT

#4 (M.)

VOL. 53 PAGE 881

Jerry D. Wood, M.D.
Raymond J. Luna, M.D.
David C. Buescher, M.D.

LIVINGSTON CLINIC
Board Certified Family Physicians
219 N. Eastwood
Livingston, Texas 77351
(936) 327-7147
(936) 327-1105
Fax: (936) 327-6234

June 21, 2007

Polk County Commissioners Court
Attention: Judge John Thompson/County Judge
Polk County Courthouse
3rd Floor
Livingston, Texas 77351

Re: Pre-employment Medical Services

Dear Judge Thompson:

This document is to verify that I agree to provider pre-employment physicals mandated by the Polk County Commissioners Court and as required by each job description.

The related costs are as follows: (1) Physical & TB Test only-\$100.00 and (2) Physical with lumbar spine x-ray & TB Test-\$165.00. Chest x-ray (as needed relating to TB test)-\$45.00.

In the event I am unavailable, Dr. Jerry Wood, M.D., will assist with the pre-employment medical services to eliminate unnecessary delays.

I appreciate the opportunity and look forward to serving Polk County Commissioners Court.

Sincerely,



Dr. Raymond Luna, M. D.

#4 VOL. (N.)

Livingston MRI & Polk County

Provider Agreement

This agreement is entered into by and between **Polk County, a political subdivision of the State of Texas**, and the undersigned, Livingston MRI, LP dba **Livingston Diagnostics** ("Provider").

I. Definition of Terms

For purposes of this Agreement, the following terms shall have the meanings set forth as follows:

- a) "Active Referral Management" means the coordination, scheduling, management and billing of Ancillary Services on behalf of Covered Persons.
- b) "Ancillary Services" means any health care services not generally provided in a medical doctor's office or inpatient facility.
- c) "Clients" means the primary alternative resource recognized by Polk County for Active Referral Management.
- d) "Covered Persons" means those individuals who are entitled to covered benefits.
- e) "Negotiated Rates" means the contractually agreed upon reduced rates between Polk County and Provider that are to be charged for Covered Services provided to Covered Persons.
- f) "Payer" means the party who has the obligation for payment of Covered Services for Covered Persons.
- g) "Personnel" means individuals employed by or contracted with Provider to provide Covered Services.

II. Obligations of Polk County

During the term of this Agreement, Polk County shall:

- a) In the event of Active Referral Management, furnish Provider with written confirmation of the specifically arranged Ancillary Services to be offered to the Covered Person.
- b) In the event of Active Referral Management, arrange for Provider's provision of specific Covered Services to specific Covered Persons.
- c) Comply with all applicable state and federal rules and regulations.

III. Obligations of Provider

During the term of this Agreement, Provider shall:

- a) Verify the eligibility of Covered Persons before providing Covered Services in accordance with policies and procedures adopted by the insurance carrier, Polk County, and the Payer. Unless otherwise provided, Provider shall assume the risk of providing

care to persons who are not eligible for Covered Services. Polk County will be the payer of last resort.

- b) Provider will provide immediate notification of any changes in the information given.
- c) Comply with all applicable laws and regulations relating to the performance of Covered Services under this Agreement.
- d) Provide Covered Services to Covered Persons in locations and service areas, within the requested time period; provide reports to the Covered Person's treating physician and/or Client, as required by law, Client or Payer. Provider shall remain solely responsible for the quality of Covered Services provided and shall render such services in accordance with generally accepted practice and professional recognized standards.
- e) Provide all required licensed and professional Personnel and all equipment necessary for the provision of Covered Services to Covered Persons. Provider shall, in the employment of and contracting with all Personnel, verify the individual's (1) current license or registration to practice in the state, if appropriate; (2) professional work experience; (3) educational qualifications; and (4) previous work and personal character references.
- f) Abide by the operational, billing and payment procedures and policy agreed upon by Polk County, Provider, or the Payer.
- g) Maintain, for the time period required by applicable law after a Covered Service is rendered, all medical records and all other books and records (financial, administrative or otherwise) directly pertaining thereto and provide Polk County, Payer and applicable regulatory authorities access to such records upon reasonable prior written notice during normal business hours upon prior written consent.
- h) Maintain the confidentiality of patient medical information and enrollment information so as to comply with all state and federal laws and will prevent unauthorized disclosure.
- i) Comply with, and keep confidential all quality assurance and utilization management policies and procedures implemented by Client or Polk County. Provider shall keep all information, including, but not limited to, all statistical data, reports and standards, and all financial information related to this Agreement, and shall utilize its best efforts to prevent and protect such information from unauthorized disclosure by its agents and employees.
- j) Provide Covered Services to Covered Persons in the same manner in which it provides such Ancillary Services to all other individuals receiving services from Provider. Provider shall not discriminate against Covered Persons because of race, religion, national origin, color, sex, marital status, sexual orientation, age, health status, disability, or source of payment.
- k) Provide covered Services to Covered Persons through Polk County and shall not directly or indirectly, other than through Polk County, enter into any agreement with a Client or Payer for the provision of Ancillary Services to Covered Persons.
- l) Notify Polk County in writing within 48 hours of the occurrence of any of the following events:
 - 1) Any lawsuit, claim, or arbitration action filed or assert by a Covered Person alleging malpractice.
 - 2) Any voluntary or involuntary suspension, relinquishment, or revocation of Provider's licenses or permits to provide Ancillary Services.
 - 3) Any false or misleading statement or omission regarding the credentialing or re-credentialing of Provider.

- 4) Any act, omission, or conduct by the Provider for which Provider's ability to participate with Medicare or Medicaid is or could be revoked or suspended.
 - 5) Cancellation of Provider's general or professional liability insurance.
 - 6) Any changes in its ownership or business address.
 - 7) Any change of Medical Director or the addition of providers hereunder; or
 - 8) Any other event, occurrence, or situation that might materially interfere with, modify, or alter performance of any Personnel obligations or duties under this Agreement.
- m) Ensure that all Personnel have received adequate instruction and training to properly conduct Covered Services. When appropriate, such instruction and training will include explanation and testing on the proper use of the specific equipment operated by Provider. Polk County shall not be liable for any damage to any equipment of Provider.
- n) Maintain sole and direct responsibility for compensation of Personnel, including, as applicable, payment of wages and other compensation; reimbursement of expenses; and compliance with federal, state, and local tax withholding, workers' compensation, social security, unemployment, and other obligations imposed on the employ or contract of such Personnel.

IV. Payment for Services

During the term of this Agreement, Provider shall be paid for providing Covered Services to Covered Persons hereunder as set forth below:

- a) Provider agrees to conduct coordination of benefits in accordance with the policies and procedures established by Polk County, or Payer for the agreed upon contracted fee schedule.
- b) Provider agrees to bill the agreed upon contracted rate for services rendered. Provider agrees to send a monthly invoice to Polk County for Covered Services provided to Covered Persons no later than thirty (30) days following the provision or completion of such Covered Services or as required by state law. In the event Provider is unable to submit a monthly invoice within this time period because of circumstances beyond its control, the time for submission of such claims shall be extended as reasonably necessary, but not to exceed a time period as permitted by a Client or Payer.
- c) Provider shall be paid for Covered Services provided to Covered Persons within forty-five (45) days of completed invoiced Covered Services.
- d) Provider agrees to accept as payment in full for Covered Services rendered to Covered Persons the Negotiated Rates contained in this Agreement. Provider agrees not to seek additional payments or compensation from Covered Person unless required or permitted to do so as referred to in paragraph e below. Polk County and/or Payer will have the right to offset or withhold such amounts from any money that may be due Provider. This provision will survive the termination of this Agreement.
- e) Payer reserves the right to audit Provider's records with respect to payments made directly by Polk County or Payer so that a true accurate accounting may be determined regarding Negotiated Rates and collection of any co-insurance, co-payment and deductible amounts.

- f) Any amount in excess of the Negotiated Rates collected by Provider for Covered Services provided under this Agreement shall be immediately due and payable to Polk County or Payer.

V. Term of Agreement

The term of this Agreement shall be for one year and commence on the date it is approved by all authorized parties. This Agreement shall thereafter automatically renew for a period of one (1) year, on each anniversary, unless either party provides written notice of its intent not to renew, within thirty (30) days of the anniversary date.

VI. Termination and Amendment

- a) Either party may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination date with or without cause.
- b) Polk County may terminate this Agreement immediately upon notice to Provider in the event Provider fails to meet any of the qualifications specified in Section III hereof, unless such termination requires due process under applicable state or federal law.
- c) Either party may terminate this Agreement if the other party breaches any of its obligations hereunder and fails to remedy such breach within thirty (30) days after receiving specific notice thereof.
- d) Only a written communication signed by both parties may amend this Agreement.

VI. Miscellaneous

- a) Provider agrees that all documents and information obtained by it in preparation for or the performance of this Agreement that relate to the proprietary business of Polk County shall be kept in strict confidence and shall not be used by Provider for any purpose or disclosed to any person without the express written consent of Polk County.
- b) All correspondence and notices pertaining to this Agreement shall be sent to the addresses of Polk County as set forth below or in any subsequent change of address notice given by either party to the other.
- c) This Agreement shall be construed in accordance with the laws of the State of Texas and venue shall be in Polk County for all disputes.
- d) Polk County may, from time to time, amend this Agreement. Provider shall be provided with at least thirty (30) days prior written notice prior to the effective date of the amendment. If Provider does not object in writing to the implementation of the amendment within such 30 day period, Provider shall be deemed to have accepted the amendment. In the event Provider objects to any such amendment, Polk County has the right to terminate this Agreement upon thirty (30) days written notice. The 30 day termination period begins when Provider receives the notice of termination. Amendments required for regulatory or accreditation purposes shall be effective immediately. An amendment objected to by Provider shall be in effect during the 90 day termination period if required for regulatory or accreditation purposes.
- e) This Agreement is entered into to secure the services of Provider. Provider may not assign or delegate all or any part of this Agreement without the prior written consent

of Polk County. Polk County may not assign or delegate all or any part of this Agreement without the prior written consent of Provider.

- f) The subject headings of the articles and paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
- g) If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to the law and, if reformation is not possible, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- h) All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or on the third United States Postal Serviced delivery day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to:

County Judge John Thompson
 County Courthouse 3rd Floor
 Room 300
 Livingston, TX 77351.

Polk County Billing Address is as follows:

602 E Church St. Suite 101-2
 Livingston, TX 77351
 (936) 327-6830

Provider Billing Address is as follows:

Livingston MRI LP dba Livingston Diagnostics
 300 Bypass Lane #208
 Livingston, TX 77351
 (936) 329-6288

- i) The Agreement and any attachments constitute the entire contract between Polk County regarding the provision of Covered Services to Covered Persons. Any agreements, premises, negotiations, or representations not expressly set forth or referenced in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.

APPROVED DATE: _____

Livingston MRI, LP
 dba Livingston Diagnostics
 300 Bypass Lane # 208
 Livingston, TX 77351

Polk County
 602 E Church Ste 101-2
 Livingston, TX 77351

By: _____
Dr. George DeLoach

By: _____
Signature

Date: _____

Printed Name

Title

Date: _____

FEE SCHEDULE

Chest X-Ray	\$31.00
Lumbar Spine X-RayUS	\$45.00

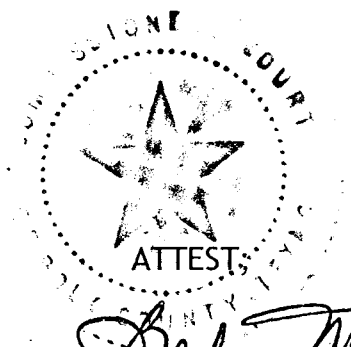
#4 (POL.)



ORDER
OF THE POLK COUNTY COMMISSIONERS COURT

Upon motion by Commissioner Ronnie Vincent, seconded by Commissioner Bob Willis, and by a vote of ALL in ayes and NO nays, the Polk County Commissioners Court hereby adopts the provisions of Section 34.015, Tax Code, pertaining to persons eligible to purchase real property at a delinquent tax sale.

Read and Adopted this 10th day of July, 2007.



Barbara Middleton SW

Barbara Middleton
County Clerk

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

#4(P)

Non-Hazardous Liquid Waste Collection and Disposal Agreement

Customer Information

Name: Polk County Aging Dept/Livingston

Address: 602 E. Church

City: Livingston State: TX ZIP: 77351

Contact: Barbara Hayes Title: Director of Aging Dept.

Phone: (936) 327-6830 Fax: (936) 327-6873

LES Office Use Only

Customer ID: _____

Sales Rep: Ken Hale

New Account

Change to existing account

Renewal

Other

Billing Information (if different)

Name: Polk County Aging Dept

Address: 602 E. Church, #145, Box 10

City: Livingston State: TX ZIP: 77351

Contact: Babara Hayes Title: Director of Aging

Phone: (936) 327-6830 Fax: (936) 327-6873

Term of Contract

3 years

Other _____

See item 3 the Conditions of Agreement

Location/Service/Trap Information

1 Traps - See attached Service Location Profile(s) or Customer Account Summary

Billing Setup

Consolidated monthly invoice to billing address.

Individual invoice to billing address after each service.

Individual invoice to service address after each service.

Pricing

<input checked="" type="checkbox"/> Rate per trap service	\$ 390.00	<input checked="" type="checkbox"/> Annual Increase	5 %
<input type="checkbox"/> Disposal CPG	\$ _____	Emergency Surcharge Rate	
<input type="checkbox"/> Transportation (per hour)	\$ _____	Weekday	\$200.00
<input type="checkbox"/> Line Jetting*	\$ _____	Night/Weekend	\$400.00
<input type="checkbox"/> Barrel Vacuum	\$ _____	<small>See item 6 of the Conditions of Agreement</small>	
<input type="checkbox"/> Additional Person	\$ _____	<small>* Line jetting service must be performed at the time of pumping</small>	
<input type="checkbox"/> Washout	\$ _____	<input type="checkbox"/> Multi-location account	See attached pricing schedule

Payment

Credit Card

CC# _____

Exp _____ Sig. _____

Invoice due upon receipt

C.O.D.

Manifest Signature Release

Your signature appoints LES as your attorney-in-fact for the sole purpose of executing the manifest at future pumping/cleaning and related services to the grease/gnt trap(s) at the location(s) identified in the agreement, provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if it is permitted under applicable law.

X _____ X _____

Print Name and Title Signature Date

ACCEPTANCE OF AGREEMENT: The above priced, length of contract, specifications and conditions are satisfactory and are hereby accepted. I have read and understand the Conditions of Agreement as listed on the back of this Agreement. Liquid Environmental Solutions is authorized to do the work as specified. The terms and conditions on the reverse side and the service location profile(s) or Customer Account Summary are part of this agreement. Customer represents, warrants and agrees that the person signing this Agreement on behalf of Customer is authorized to do so and that this Agreement is legally binding on the Customer, its successors and assigns.

Ken Hale 6-28-07

Contractor Authorized Signature Date

Ken Hale/Account Executive

Print Name and Title

[Signature] _____

Customer Authorized Signature Date

X _____

Print Name and Title

Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Information					
Parent #			Address	602 E. Church	
Name	Polk County Aging Dept/Livingston		City	Livingston <input type="checkbox"/> Franchise Fee	
Store #			Contact	Barbara Hayes	
State	Texas	ZIP Code	77351	Title	Director of Aging
Phone	936-327-3830	Fax	936-327-6873	email	
Service Area <input type="radio"/> Direct <input checked="" type="radio"/> Extended <input type="radio"/> Special					

Service Information					
<input checked="" type="radio"/> Grease	<input type="radio"/> Grit	Profile #	<input type="radio"/> Septic	<input type="radio"/> Lint	<input type="radio"/> Other
Service Freq. (wks)	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 4 <input type="radio"/> 8 <input checked="" type="radio"/> 12 <input type="radio"/> Other	Next Service Date			
Estimated Trap Size	1,000	gals.	Allow LES to service after business hours?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<small>If yes, signature release section of the agreement must be completed</small>
Line Cleaning	<input type="radio"/> 12 weeks	<input type="radio"/> 24 weeks	<input type="radio"/> 36 weeks	<input type="radio"/> 48 weeks	<input type="radio"/> None
Excluded Service Times	Start 1	End 1	Start 2	End 2	

Trap Information (for internal use)				
Trap Condition	<input checked="" type="radio"/> Functional	<input type="radio"/> Needs Service*	<input type="radio"/> Needs further inspection	<small>* see notes section for trap condition details</small>
Truck Type	<input type="checkbox"/> Bobtail	<input type="checkbox"/> Tanker	<input type="checkbox"/> Low-Profile	Hose Needed <input checked="" type="radio"/> < 100 feet <input type="radio"/> > 100 feet
Special Equipment	<input type="radio"/> Yes <input type="radio"/> No	<small>List equipment needed in the notes section</small>		Extra Technicians <input type="radio"/> Yes <input checked="" type="radio"/> No
Special Conditions			Barrel-Vac	<input type="radio"/> Yes <input checked="" type="radio"/> No
Trap Location				

Site Diagrams

Notes

LES Representative | Ken Hale

Inspection Date |

Non-Hazardous Liquid Waste Collection and Disposal Agreement

Customer Information			
Name:	Polk County Aging Dept/Corrigan		
Address:	300 Hospital Street		
City:	Corrigan	State:	TX ZIP: 77369
Contact:	Barbara Hayes	Title:	Director of Aging Dept.
Phone:	(936) 327-6830	Fax:	(936) 327-6873

LES Office Use Only	
Customer ID:	
Sales Rep:	Ken Hale
<input checked="" type="radio"/> New Account <input type="radio"/> Change to existing account <input type="radio"/> Renewal <input type="radio"/> Other	

Billing Information (If different)			
Name:	Polk County Aging Dept		
Address:	602 E. Church, #145, Box 10		
City:	Livingston	State:	TX ZIP: 77351
Contact:	Barbara Hayes	Title:	Director of Aging
Phone:	(936) 327-6830	Fax:	(936) 327-6873

Term of Contract	
<input checked="" type="radio"/>	3 years
<input type="radio"/>	Other _____
See Item 3 the Conditions of Agreement	

Location/Service/Trap Information	
1	Traps - See attached Service Location Profile(s) or Customer Account Summary

Billing Setup	
<input checked="" type="radio"/>	Consolidated monthly invoice to billing address.
<input type="radio"/>	Individual invoice to billing address after each service.
<input type="radio"/>	Individual invoice to service address after each service.

Pricing			
<input checked="" type="checkbox"/>	Rate per trap service	\$	220.00
<input type="checkbox"/>	Disposal CPG	\$	
<input type="checkbox"/>	Transportation (per hour)	\$	
<input type="checkbox"/>	Line Jetting*	\$	
<input type="checkbox"/>	Barrel Vacuum	\$	
<input type="checkbox"/>	Additional Person	\$	
<input type="checkbox"/>	Washout	\$	
<input checked="" type="checkbox"/>	Annual Increase		5 %
Emergency Surcharge Rate			
	Weekday	\$	200.00
	Night/Weekend	\$	400.00
<small>See Item 5 of the Conditions of Agreement</small>			
<small>* Line jetting service must be performed at the time of pumping</small>			
<input type="checkbox"/> Multi-location account See attached pricing schedule			

Payment	
<input type="radio"/>	Credit Card
CC#	_____
Exp	_____
Sig.	_____
<input checked="" type="radio"/>	Invoice due upon receipt
<input type="radio"/>	C.O.D.

Manifest Signature Release		
Your signature appoints LES as your attorney-in-fact for the sole purpose of executing the manifest at future pumping/cleaning and related services to the grease/grit trap(s) of the location(s) identified in the agreement; provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if it is permitted under applicable law.		
<input checked="" type="checkbox"/>	Print Name and Title	_____
<input checked="" type="checkbox"/>	Signature	_____
	Date:	_____

ACCEPTANCE OF AGREEMENT: The above prices, length of contract, specifications and conditions are satisfactory and are hereby accepted. I have read and understand the Conditions of Agreement as listed on the back of this agreement. Liquid Environmental Solutions is authorized to do the work as specified. The terms and conditions on the reverse side and the service location profile(s) or Customer Account Summary are part of this Agreement. Customer represents, warrants and agrees that the person signing this Agreement on behalf of Customer is authorized to do so and that this Agreement is legally binding on the customer, its successors and assigns.

<i>Ken Hale</i>	3-28-07	<i>Ken Hale</i>	
Contractor Authorized Signature	Date:	Customer Authorized Signature	Date:
Ken Hale/Account Executive			
Print Name and Title		Print Name and Title	

Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Information			
Parent #		Address	300 Hospital Street
Name	Polk County Aging Dept/Corrigan	City	Corrigan <input type="checkbox"/> Franchise Fee
Store #		Contact	Barbara Hayes
State	Texas	ZIP Code	77369
Phone	936-327-3830	Fax	936-327-6873
email			
Service Area <input type="radio"/> Direct <input checked="" type="radio"/> Extended <input type="radio"/> Special			

Service Information			
<input checked="" type="radio"/> Grease	<input type="radio"/> Grit	Profile #	
<input type="radio"/> Septic	<input type="radio"/> Lint	<input type="radio"/> Other	
Service Freq. (wks)	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 4 <input type="radio"/> 8 <input type="radio"/> 12 <input checked="" type="radio"/> Other	Will Call	Next Service Date
Estimated Trap Size	500 gals.	Allow LES to service after business hours?	<input checked="" type="radio"/> Yes <input type="radio"/> No <small>If yes, signature release section of the agreement must be completed</small>
Line Cleaning	<input type="radio"/> 12 weeks <input type="radio"/> 24 weeks <input type="radio"/> 36 weeks <input type="radio"/> 48 weeks <input type="radio"/> None		
Excluded Service Times	Start 1	End 1	Start 2
			End 2

Trap Information (for internal use)			
Trap Condition	<input checked="" type="radio"/> Functional <input type="radio"/> Needs Service* <input type="radio"/> Needs further inspection <small>* see notes section for trap condition details</small>		
Truck Type	<input type="checkbox"/> Bobtail <input type="checkbox"/> Tanker <input type="checkbox"/> Low-Profile	Hose Needed	<input checked="" type="radio"/> < 100 feet <input type="radio"/> > 100 feet
Special Equipment	<input type="radio"/> Yes <input type="radio"/> No <small>List equipment needed in the notes section</small>	Extra Technicians	<input type="radio"/> Yes <input checked="" type="radio"/> No How Many
Special Conditions		Barrel-Vac	<input type="radio"/> Yes <input checked="" type="radio"/> No Number of Stairs
Trap Location			

Site Diagrams

Notes
<p>Price based on 500 gallon size of grease trap. Price is subject to change based on the amount removed on the first service. If more than 500 gallons are removed the price will be \$0.44 per gallon on all gallons removed.</p>

LES Representative | Ken Hale

Inspection Date |

Non-Hazardous Liquid Waste Collection and Disposal Agreement

Customer Information			
Name:	Polk County Aging Dept/Onalaska		
Address:	14386 Town Street		
City:	Onalaska	State:	TX ZIP: 77360
Contact:	Barbara Hayes	Title:	Director of Aging Dept.
Phone:	(936) 327-6830	Fax:	(936) 327-6873

LES Office Use Only	
Customer ID:	
Sales Rep:	Ken Hale
<input checked="" type="radio"/> New Account	
<input type="radio"/> Change to existing account	
<input type="radio"/> Renewal	
<input type="radio"/> Other	

Billing Information (if different)			
Name:	Polk County Aging Dept		
Address:	602 E. Church, #145, Box 10		
City:	Livingston	State:	TX ZIP: 77351
Contact:	Babara Hayes	Title:	Director of Aging
Phone:	(936) 327-6830	Fax:	(936) 327-6873

Term of Contract	
<input checked="" type="radio"/> 3 years	
<input type="radio"/> Other _____	
See Item 3 the Conditions of Agreement	

LOCATION(S) / SERVICE / TRAP IDENTIFICATION	
1	Traps - See attached Service Location Profile(s) or Customer Account Summary

Billing Setup	
<input checked="" type="radio"/> Consolidated monthly invoice to billing address.	
<input type="radio"/> Individual invoice to billing address after each service.	
<input type="radio"/> Individual invoice to service address after each service.	

Pricing	
<input checked="" type="checkbox"/> Rate per trap service \$ 220.00	<input checked="" type="checkbox"/> Annual Increase 5 %
<input type="checkbox"/> Disposal CPG \$ _____	Emergency Surcharge Rate
<input type="checkbox"/> Transportation (per hour) \$ _____	Weekday \$200.00
<input type="checkbox"/> Line Jetting* \$ _____	Night/Weekend \$400.00
<input type="checkbox"/> Barrel Vacuum \$ _____	<small>See Item 6 of the Conditions of Agreement * Line Jetting service must be performed at the time of pumping</small>
<input type="checkbox"/> Additional Person \$ _____	<input type="checkbox"/> Multi-location account
<input type="checkbox"/> Washout \$ _____	See attached pricing schedule

Payment	
<input type="radio"/> Credit Card	
CC# _____	
Exp _____	Sig. _____
<input checked="" type="radio"/> Invoice due upon receipt	
<input type="radio"/> C.O.D.	

Manifest Signature Release		
<small>Your signature appoints LES as your attorney-in-fact for the sole purpose of executing the manifest at future pumping/cleaning and related services to the grease/grit trap(s) at the location(s) identified in the agreement; provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if it is permitted under applicable law.</small>		
<input checked="" type="checkbox"/> _____ Print Name and Title	<input checked="" type="checkbox"/> _____ Signature	_____ Date

ACCEPTANCE OF AGREEMENT: The above prices, length of contract, specifications and conditions are satisfactory and are hereby accepted. I have read and understand the Conditions of Agreement as listed on the back of this Agreement. Liquid Environmental Solutions is authorized to do the work as specified. The terms and conditions on the reverse side and the service location profile(s) or Customer Account Summary are part of this Agreement. Customer represents, warrants and agrees that the person signing this Agreement on behalf of Customer is authorized to do so and that this Agreement is being entered into on the Customer, its successors and assigns.

Ken Hale 6-28-07
 Contractor Authorized Signature Date
 Ken Hale/Account Executive

Ken Hale
 Customer Authorized Signature Date

 Print Name and Title

Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Information			
Parent #		Address	14386 Town Street
Name	Polk County Aging Dept/Onalaska	City	Onalaska <input type="checkbox"/> Franchise Fee
Store #		Contact	Barbara Hayes
State	Texas	ZIP Code	77360
Phone	936-327-3830	Fax	936-327-6873
Service Area		email	
<input type="checkbox"/> Direct <input checked="" type="checkbox"/> Extended <input type="checkbox"/> Special			

Service Information			
<input checked="" type="checkbox"/> Grease	<input type="checkbox"/> Grit	Profile #	
		<input type="checkbox"/> Septic	<input type="checkbox"/> Lint
		<input type="checkbox"/> Other	
Service Freq. (wks)	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 8 <input type="checkbox"/> 12 <input checked="" type="checkbox"/> Other	Next Service Date	ASAP
Estimated Trap Size	500 gals.	Allow LES to service after business hours?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>If yes, signature release section of the agreement must be completed</small>
Line Cleaning	<input type="checkbox"/> 12 weeks <input type="checkbox"/> 24 weeks <input type="checkbox"/> 36 weeks <input type="checkbox"/> 48 weeks <input type="checkbox"/> None		
Excluded Service Times	Start 1	End 1	Start 2 End 2

Trap Information (for internal use)			
Trap Condition			
<input checked="" type="checkbox"/> Functional <input type="checkbox"/> Needs Service* <input type="checkbox"/> Needs further inspection <small>* see notes section for trap condition details</small>			
Truck Type	<input type="checkbox"/> Bobtail <input type="checkbox"/> Tanker <input type="checkbox"/> Low-Profile	Hose Needed	<input checked="" type="checkbox"/> < 100 feet <input type="checkbox"/> > 100 feet
Special Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>List equipment needed in the notes section</small>	Extra Technicians	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How Many
Special Conditions		Barrel-Vac	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of Stairs
Trap Location			

Site Diagrams

Notes
Price based on 500 gallon size of grease trap. Price is subject to change based on the amount removed on the first service. If more than 500 gallons are removed the price will be \$0.44 per gallon on all gallons removed.

LES Representative Ken Hale

Inspection Date

Conditions of Agreement

Liquid Environmental Solutions ("Contractor") and the party whose name appears as "Customer" on the face of this Agreement ("Customer") hereby mutually agree that all services rendered under this Agreement shall be provided to Customer on the following terms and conditions.

- 1) **Services.** Customer grants Contractor the exclusive right to collect, transport and dispose of Customer's waste materials, including recyclables (collectively, the "Waste Materials") on the terms described on the face of this Agreement (the "Services") and Contractor agrees to provide such Services.
- 2) **No Enzymes.** Neither Customer nor any contractor, agent or other service provider of Customer shall use any bacteria, enzyme and/or similar product in Customer's drains, grease trap or sewer lines without Contractor's prior, written consent.
- 3) **Term.** The initial term of this Agreement shall begin on the signature date of the Agreement, and continue for the period set forth on the face of this Agreement. Unless otherwise specified on the face of this Agreement, this Agreement shall automatically renew for like terms thereafter unless either party shall give written notice to the other of termination at least thirty days prior to the termination of the initial term or any renewal term. This Agreement may not be terminated prior to the completion of the period set forth on the face of this Agreement, except by mutual, written agreement of the parties or as otherwise set forth in this Agreement.
- 4) **Termination For Cause.** This contract can be terminated by either party upon 30 days written notice to the other party upon the following terms and conditions: If either party breaches any material provision of this contract, and such breach is not cured within a thirty (30) day "remedy" period following the breaching party's receipt of written notice of such breach from the non-breaching party, or if it is mutually agreed that such breach cannot be cured within such thirty (30) day "remedy" period, then the non-breaching party may terminate this contract after the "remedy" period has expired or if there is mutual agreement that the breach cannot be cured within thirty (30) days by providing written notice to the breaching party of its intent to terminate the agreement at least 30 days in advance of the intended termination date.
- 4) **Payment.** Customer shall pay for the Services in accordance with the schedule of charges and payment terms specified on the face of this Agreement. Customers selecting a C.O.D. payment option will pay Contractor on the scheduled date of servicing prior to the performance by Contractor of Services. Contractor may elect not to render Services and/or terminate this Agreement if Customer fails to pay at such time. For all other Customers, if any payment is not made when due, Contractor, at its sole option, may suspend Services or terminate this Agreement. Customer agrees to pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowable by law. If Contractor has to engage legal counsel or a collections agency to collect any outstanding balance, Contractor shall be entitled to collect reasonable attorney's fees and/or collections agency fees from Customer.
- 5) **Waste Materials.** Customer warrants that trap waste or wastewater collected by Contractor will not contain any radioactive, flammable, explosive, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Agreement or subsequently enacted. Contractor shall acquire title to the Waste Material after it is loaded into Contractor's collection vehicle; provided, however, title to and liability for Excluded Waste shall remain with Customer at all times. Customer shall be responsible for any costs incurred by Contractor in the handling or proper disposal of any Excluded Waste and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, costs, losses, penalties, fines and liabilities resulting from or arising out of any such Excluded Waste.
- 6) **Pricing.** Pricing is based on the Estimated Trap Size set forth on the associated Service Location Profile. The actual gallon capacity of the grease trap will be determined at the time of the first service by Liquid Environmental Solutions. Any variance greater than 10% from the Estimated Trap Size will result in a corresponding price increase/decrease, rounded to the nearest whole dollar, except that no such change in price shall cause the Fee per Trap Service to be less than \$125.00 in Direct service areas, \$150.00 in Expanded service areas and \$200.00 in Special service areas. The pricing change will be calculated as the initial quoted rate per trap service times the percent increase or decrease in trap size (actual trap size as determined at first service divided by the initially estimated trap size). Any service which requires more than one hour at the Customer's site shall be charged an additional \$57.00 for each 30 minutes or portion thereof. The Annual Increase applies to all charges, unless otherwise specified, and will go into effect on each anniversary of the Date of this agreement. All applicable municipal and state taxes or fees will be charged as an additional line item on the invoice.
- 7) **Rate Adjustments.** In addition to any rate increases specified on the face of this agreement, Contractor may increase the fee per service charged to Customer for any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials; increases in the volume of the grease/grit trap; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; and acts of God such as floods, fires, etc. Increases in charges other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to Customer either prior to or in conjunction with the first billing statement that reflects the charges.
- 8) **Frequency of Service.** Contractor shall make reasonable efforts to provide the Services to the Customer on or about the next service date and on the Frequency specified thereafter. To be able to maintain the pricing set forth on the face of this Agreement, Customer agrees that the Contractor may occasionally adjust the actual date that Services are provided so as to maximize operational efficiency. Except as set forth in Section 14 below, in no case will it be allowable for the Contractor to extend a service date beyond that of applicable law. Customer may also not adjust the schedule during the term of this contract to extend the Frequency to intervals longer than set forth on the Service Location Profile.
- 9) **Changes.** Changes in the pricing schedule or frequency of service or any change in the terms of this Agreement due to a change in the size and/or type of Customer's trap require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Customer shall promptly notify Contractor of any change in the size and/or type of its trap(s) that occurs during the term of this Agreement.
- 10) **Driveways and Parking Areas.** Customer warrants that the location of, and any right of way from the Customer's trap(s) to the most convenient public way are sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the Services. Contractor shall not be responsible for any damage to the surface or accompanying sub-surface of any such location or right of way resulting from Contractor's performance of Services hereunder and Customer assumes all liabilities for damage to pavement or road surface.
- 11) **Access.** Customer shall provide unobstructed access to the trap(s) on the date of Service. If the trap is inaccessible, Contractor will promptly notify the Customer and afford Customer a reasonable opportunity to provide the required access. If Customer fails to provide access within a time period reasonably acceptable to Contractor, Contractor shall be entitled to charge the Customer for the time it spent waiting for access (at its then standard hourly rate) and/or an additional service fee if Contractor is required to return at another time to perform the Services.
- 13) **Service Refusal.** If Liquid Environmental Solutions arrives to service Customer grease trap(s) at the service dates and time windows as allowed within this agreement and the Customer turns us away, or declines to allow us to service the grease trap(s) in accordance with the provisions of this agreement, as a result of such declined service(s), Liquid Environmental Solutions shall be entitled to bill the Customer the normal fee per trap service.
- 14) **Additional Service.** If Customer requests an additional, non-scheduled Service, Contractor shall perform such Services as soon as possible under the circumstances. Contractor may charge Customer for such additional Service at Contractor's applicable Emergency Surcharge Rate as set forth on the face of this Agreement. If Customer requests such additional Service but declines such Service after Contractor's vehicle arrives, Contractor may nevertheless charge Customer at the rate provided herein, including the Emergency Surcharge. Any additional, non-scheduled Service will not result in a change in the next Scheduled Service, which shall be calculated from the prior Scheduled Service, as the Fee per Trap Service is based on the Contractor being able to build and maintain efficient routes for Scheduled Services.
- 15) **Service Location.** If Customer's Service location changes from that indicated on the Service Location Profile, Customer will promptly notify Contractor and Contractor will continue to perform the Services under the same terms herein at Customer's new Service location, so long as new location is located in the Contractor's direct service area. Service Location Profiles and/or Customer Account Summary may be modified as appropriate to accurately reflect service locations, trap sizes and service frequencies as mutually agreed upon by both parties.
- 16) **Excused Performance.** Neither party shall be liable for its failure to perform, or for a delay in its performance, due to circumstances beyond the party's reasonable control, such as strikes, riots, traffic delays, road closures, inability to get to trap, compliance with laws or governmental orders, fires and acts of God, and such failure shall not constitute a Default under this Agreement. In no event shall Contractor be liable to Customer for any fines or other expenses associated with improper operation of its trap, including a failure to adhere to any pumping schedule.
- 17) **Applicable Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the state where the Services are to be performed.
- 18) **Controlling Document.** No pre-printed terms or conditions found on any purchase order or other document shall be considered an amendment to, or modification of this Agreement, even if such documents are signed by representatives of both parties. Any such pre-printed terms or conditions shall be considered null and of no effect.

#4(Q) VOL.

COPY

REIMBURSEMENT RESOLUTION
CAPITAL OUTLAY PURCHASES
July 10, 2007
FY 2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ARMOND FISHER	OFFICE ANNEX	MAINT. ENG.	010-511-435	\$ 80,657.50
TEXAS DEPT. OF HEALTH	OFFICE ANNEX	MAINT. ENG.	010-511-574	\$ 1,545.00
WIMBERLY & ASSOC.	OFFICE ANNEX	MAINT. ENG.	010-511-574	\$ 92,906.92
ARMOND FISHER	OFFICE ANNEX	MAINT. ENG.	010-511-574	\$ 3,500.00
BUSH REFRIGERATION	OFFICE ANNEX	MAINT. ENG.	010-511-574	\$ 20,850.00
DAVIS & BROWN CONST.	BRIDGE REPAIR	R&B 3	015-623-575	\$ 33,424.00
ARCADIS INC.	BRIDGE INSPECTION	R&B 3	015-623-575	\$ 816.73
DAVIS & BROWN CONST.	BRIDGE REPAIR	R&B 3	015-623-575	\$ 45,667.00
DAVIS & BROWN CONST.	BRIDGE REPAIR	R&B 3	015-623-575	\$ 28,912.00
				<u>308,279.15</u>

State: Texas
EWP: Polk CountyUNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICEPROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2007, by and between Polk County, State of Texas, called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provision of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated total cost of **\$560,000.00**.

Works of improvement shall consist of:

- a. The erosion protection, bank stabilization and installing timber headwalls in Precincts 3 and 4.
- b. The damages are identified by Damage Survey Reports Polk-03-07 and Polk-04-07.

- B. The Sponsor will:

1. Provide 25 percent of the cost of performing the emergency watershed protection measures described in Section A. The estimated cost to the Sponsor is **\$140,000.00**. The Sponsors will provide their matching funds to NRCS upon completion of the project works and within 30 calendar days of a request for payment from NRCS.
2. Secure all landrights and permits necessary for completion of the work described in Section A. Certify landrights have been obtained by providing a completed copy of form NRCS-ADS-78, Assurances Relating to Real Property

Acquisition. An Attorney's opinion as to the adequacy of real property rights is required.

3. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A.
4. Designate an individual to serve as liaison between the Sponsors and the NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the NRCS Contracting Officer.
5. Review and approve the final drawings and specifications for the work described in Section A.
6. Comply with applicable requirements in Attachment A to this Agreement.
7. Upon determination of technical acceptability of the completed works of improvement, assume responsibility for operation and maintenance for all works of improvement described in section A.

C. NRCS will:

1. Provide 75 percent of the cost of construction required to install the works of improvement described in A. This cost to NRCS is estimated to be **\$420,000.00.**
2. Contract for the construction of the planned measures described in Section A. in accordance with Federal Acquisition Regulations.
3. Provide authorized assistance, including but not limited to obtaining basic survey information; preparation of drawings, designs and specifications; performance of construction layout, contract administration; and quality assurance during performance of the work.
4. Insure that the contractor complies with the requirements of the TCEQ's Texas Pollution Discharge Elimination System (TPDES) program having regulatory authority.
5. Arrange for and conduct final inspection of the completed works with the Sponsor to determine whether all work described in section A has been performed in accordance with contractual requirements. Accept work from the contractor and notify the Sponsor of acceptance.

D. It is mutually agreed that:

1. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
3. In the event of default, any additional funds required to ensure completion of the job are to be provided in the same ratio as funds are contributed by the parties under the terms of this agreement; and any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
4. Additional funds including interest properly allocable as costs as determined by NRCS, required as a result of a decision of the Contracting Officer or a court judgment in favor of the contractor, will be provided in the same ratio as funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of the NRCS.
5. This agreement may be amended by written amendment as mutually agreed by both parties.
6. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
8. The program or activities conducted under this agreement will be in compliance with nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section

504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Polk County


This action authorized at an official meeting of the County on ___ day of _____

2007, at _____ State of Texas.

By: _____

Title: _____

Date: _____



(Signature)

(Title)

**United States Department of Agriculture
Natural Resources Conservation Service**

By: _____

Title: __ State Conservationist _____

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

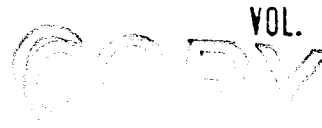
(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.



ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

-
- B. PROJECT MEASURES COVERED —

Name of project EWP - Polk County, TX

Identity of improvement or development DSR: Polk-03-07

Location Bank stabilization Precincts 3 and 4

-
- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

-
- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____ on _____

day of _____, 19____,

at _____

State of _____

Attest: _____

(Name)

(Title)

Adon

(Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____ on _____

day of _____, 19____,

at _____

State of _____

Attest: _____

(Name)

(Title)