



POLK COUNTY COMMISSIONERS COURT

September 11, 2007

Polk County Courthouse, 3rd floor

10:00 A.M.

2007-102

Livingston, Texas

NOTICE

Is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

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

3. **INFORMATIONAL REPORTS.**

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

4. **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: AUGUST 27, 2007 (Special Meeting), AUGUST 28, 2007 (Special Meeting), AUGUST 28, 2007 (Regular Meeting).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL OF PRELIMINARY PLAT FOR FOUR CORNERS PHASE 3 SUBDIVISION, PCT. 2.
- G. CONSIDER APPROVAL OF RE-PLAT OF PART OF FOUR CORNERS PHASE 2 SUBDIVISION, PCT.2.
- H. CONSIDER APPROVAL OF PRELIMINARY PLAT FOR TREASURE POINT SUBDIVISION, PCT. 2.
- I. CONSIDER APPROVAL OF RENEWAL AGREEMENT WITH INTEGRATED DATA SERVICES FOR COUNTY CLERK'S IMAGING SOFTWARE MAINTENANCE.
- J. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT. 1) Lot 4, Block 38, Holiday Lake Estates #5, Cause #T05-043; Lot 19, Block 28, Holiday Lake Estates, #5, Cause #T01-056.

5. **CONSIDER APPROVAL OF RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY, TEXAS.**

- 6. RECEIVE INFORMATION AND RECOMMENDATIONS FROM TXDOT REGARDING COUNTY BRIDGES ELIGIBLE FOR THE OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM.
- 7. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID # 2007-26, "LEASE FOR OIL, GAS AND MINERAL DEVELOPMENT PURPOSES OF CERTAIN PROPERTY LOCATED IN POLK COUNTY, TEXAS."
- 8. RECEIVE 258TH AND 411TH DISTRICT COURT ORDERS SETTING FY08 COMPENSATION FOR DISTRICT COURT BAILIFFS, DISTRICT COURT REPORTERS, THE COUNTY AUDITOR AND ASSISTANT COUNTY AUDITORS AND APPROVING THE FY08 BUDGET OF THE COUNTY AUDITOR'S OFFICE.
- 9. SET SHERIFFS' AND CONSTABLES' FEES FOR 2008.
- 10. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR REPAIR/REPLACEMENT OF BRIDGE ON MAY DRIVE, PCT. 2 AND DETERMINE METHOD OF FUNDING.
- 11. CONSIDER RENEWAL OF AGREEMENT WITH DR. RAY LUNA FOR JAIL INMATE MEDICAL SERVICES.
- 12. CONSIDER RESCHEDULING THE SEPTEMBER 25TH COMMISSIONER COURT MEETING TO MONDAY, SEPTEMBER 17, 2007 DUE TO CONFLICT WITH COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS ANNUAL STATE CONFERENCE.

ADJOURN

By: John P. Thompson, County Judge



Posted: Wednesday, September 5, 2007

I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, September 5, 2007 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).


BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2007 SEP -5 A 9:43



BARBARA MIDDLETON
POLK COUNTY CLERK

COMMISSIONERS COURT



September 11, 2007

Regular Session - 10:00 a.m.

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas

COPY

ADDENDUM to Posting # 2007-102

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 September 11, 2007 at 10:00 A.M.

AMEND TO ADD:

4. K. CONSIDER APPROVAL OF AGREEMENT WITH SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM FOR NON-FINANCIAL WORK PROGRAM.
13. CONSIDER SHERIFF'S REQUEST FOR APPROVAL OF CONTRACT RELATING TO TRAFFIC SAFETY GRANT PROGRAM (STEP).

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Dated: Friday, September 07, 2007

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, September 7, 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 SEP -7 P 3:48

BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

COUNTY OF POLK §

DATE: September 11, 2007

REGULAR MEETING

Ronnie Vincent-Absent

Buddy Purvis-Absent

County Clerk-Absent

COMMISSIONERS COURT

AGENDA POSTING #2007-102

BE IT REMEMBERED ON THIS THE 11TH DAY OF SEPTEMBER, 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, C.T. "TOMMY" OVERSTREET-COMMISSIONER
PCT #4, SCHELANA WALKER, CHIEF DEPUTY COUNTY CLERK AND RAY STELLY, COUNTY
AUDITOR. THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE DULY MADE,
CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY RAY STELLY, COUNTY AUDITOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY SHEP GREEN.

2. PUBLIC COMMENTS:
 - A. JIM JOHNSON FROM PCT 1 ASKED FOR A MOMENT OF SILENCE IN REMEMBRANCE OF 9-11 AND SAID HE'S SELLING TICKETS FOR A C.A.S.A. FUNDRAISER TO BE HELD ON SEPTEMBER 27, 2007 FROM 5:30 P.M. TO 8 P.M. AT THE CENTRAL BAPTIST CHURCH FAMILY LIFE CENTER.
 - B. SHEP GREEN OF PCT 4 THANKED COMMISSIONER OVERSTREET FOR HIS EFFORTS WITH IMPROVING THEIR ROADS.
 - C. ELVIN DICE OF LUFKIN COMPLAINED TO COURT OF TIRE DAMAGES TO HIS VEHICLE WHILE TRAVELING TO DEER LEASE ON NORTH COUNTY LINE ROAD IN PCT 3.

3. INFORMATIONAL REPORTS:
 - A. JUDGE THOMPSON INFORMED THE COURT THAT FLAGS ARE AT HALF STAFF TODAY, PHILLIP WALLER IS IN AUSTIN RECEIVING AN AWARD IN HONOR OF FALLEN/INJURED PEACE OFFICERS, COMMISSIONER VINCENT IS IN LUFKIN HOSPITAL AWAITING SURGERY AND COMMISSIONER PURVIS IS OUT WITH HEALTH ISSUES.
 - B. KENNETH HAMMACK, SHERIFF, PRESENTED THE DEPARTMENT'S AUGUST MONTHLY REPORT.
 - C. COMMISSIONER OVERSTREET ADVISED HIS EMPLOYEES ARE NOW WORKING FIVE 8 HOUR DAYS FROM 7 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY RATHER THAN THE 4-10 HOUR DAYS WORKED DURING SUMMER.

CONSENT AGENDA

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO TABLE ITEM # F, G & H FROM THE CONSENT AGENDA.
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE CONSENT AGENDA AS FOLLOWS:
ALL VOTING YES.
 - A. APPROVE MINUTES OF AUGUST 27, 2007 (SPECIAL MEETING), AUGUST 28, 2007 (SPECIAL MEETING), AUGUST 28, 2007 (REGULAR MEETING).
 - B. APPROVAL OF BUDGET REVISIONS #2007-22, AS PRESENTED BY THE COUNTY AUDITOR.
(SEE ATTACHED)

- C. APPROVAL OF BUDGET AMENDMENTS #2007-22(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVE SCHEDULE OF BILLS. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
8/22/07	10,283.67	ACH 025
8/22/07	1,518.30	206672-206674
8/23/07	4,405.81	ACH 026
8/23/07	40,461.34	ACH 027
8/23/07	9,463.08	ACH 028
8/23/07	26,853.69	ACH 029
8/23/07	242,055.10	ACH 030
8/23/07	2,939.19	ACH 031
8/23/07	4,797.28	206675-206682
8/24/07	2,777.77	206683-206692
8/28/07	164,553.00	206693-206700
8/29/07	790.00	97260-97309
8/29/07	1,558.00	97310-97382
8/29/07	1,404.00	97383-97444
8/30/07	97,890.17	ACH 032
8/30/07	49,420.83	206701-206719
9/04/07	14,467.38	206720-206725
9/05/07	656,384.14	206726-206906
9/05/07	5,526.07	206907-206920
TOTAL	1,337,548.82	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- I. APPROVAL OF RENEWAL AGREEMENT WITH INTEGRATED DATA SERVICES FOR COUNTY CLERK'S IMAGING SOFTWARE MAINTENANCE. (SEE ATTACHED)
- J. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT. 1) LOT 4, BLOCK 38, HOLIDAY LAKE ESTATES #5, CAUSE #T05-043; LOT 19, BLOCK 28, HOLIDAY LAKE ESTATES #5, CAUSE #T01-056.
- K. APPROVAL OF AGREEMENT WITH SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM FOR NON-FINANCIAL WORK PROGRAM. (SEE ATTACHED)
5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY, TEXAS.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RECEIVE INFORMATION AND RECOMMENDATIONS FROM TXDOT REGARDING COUNTY BRIDGES ELIGIBLE FOR THE OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM, AS PRESENTED BY TXDOT BRIDGE ENGINEER, NANCY SMITH. COMMISSIONERS AGREED TO PRESENT THEIR PRIORITY LISTS AT THE NEXT MEETING.
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO AWARD BID #2007-26 "LEASE FOR OIL, GAS AND MINERAL DEVELOPMENT PURPOSES OF CERTAIN 2 ACRE TRACT LOCATED IN POLK COUNTY, TEXAS TO DELTA PETROLEUM," WITH LEGAL COUNSEL REVIEW BY R. MALCOLM JONES AND AUTHORIZE COUNTY JUDGE TO SIGN LEASE.
ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RECEIVE 258TH AND 411TH DISTRICT COURT ORDERS SETTING FY08 COMPENSATION FOR DISTRICT COURT BAILIFFS, DISTRICT COURT REPORTERS, COUNTY AUDITOR AND ASSISTANT COUNTY AUDITORS AND APPROVING THE FY08 BUDGET OF THE COUNTY AUDITORS OFFICE. ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO SET THE SHERIFFS' AND CONSTABLES' FEES FOR 2008, REFLECTING NO CHANGES. ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO TABLE "APPROVAL TO ADVERTISE FOR BIDS FOR REPAIR/REPLACEMENT OF BRIDGE ON MAY DRIVE, PCT. 2 AND DETERMINE METHOD OF FUNDING". ALL VOTING YES.
11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RENEW THE AGREEMENT WITH DR. RAY LUNA FOR JAIL INMATE MEDICAL SERVICES. ALL VOTING YES.
12. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RESCHEDULE THE SEPTEMBER 25TH COMMISSIONER COURT MEETING TO MONDAY, SEPTEMBER 17, 2007 DUE TO CONFLICT WITH COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS ANNUAL STATE CONFERENCE. ALL VOTING YES.
13. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL OF CONTRACT RELATING TO TRAFFIC SAFETY GRANT PROGRAM (STEP) AS REQUESTED BY SHERIFF. (SEE ATTACHED) ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 11TH DAY OF SEPTEMBER, 2007 AT 10:33 A.M.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



SCHELANA WALKER, CHIEF DEPUTY CLERK

Polk County Sheriff's Office August Total 2007

Total Phone Calls Logged	22,097
Total Radio Calls Logged	19,037
Total Miles Patroled	70,021
Calls Dispatched to Field Deputies	1,314
Alarm Calls	76
Funeral Escorts	29
Number of Units Used on Funerals	59
Number of Hours Spent on Funerals	36.5
Total Offense Reports Filed	247
Total Mental Commitments	22
Total Sheriff's Office Sales	1
Total Traffic Warnings Served	44
Total Citations Issued	28
Total Bond Processed and/or Approved	200
Total Warrants Served	348
Total Mental Transports	13
Total Livestock Calls	54
Total Hours Spent on Mental Standby	117.25
Total Civil Papers Received	196
Total Civil Papers Served	161
Total Civil Papers Returned	15
Illegal Dumping	3
Juvenile Transports	3
Building Checks	273
Extra Patrols	829
Total Writs Served	6
Sex Offenders Registered	23

Sheriff's Monthly 911 Reports	3,662
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	283
Inmates Released	310
Total Females Booked-In	88
Total Males Booked-In	195
Daily Inmate Average	94.83
Average Book-Ins Per Day	9.13
Total Food Cost	\$11,606.73
Total Meals Served	8,819
Cost Per Meal	\$1.31
Total Inmates Transported to TDC	7
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	7
Total Inmates Transported to SAPF	2
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	4
Total Inmates Days Housed Outside	944
Cost of Inmates Housed Outside	\$25,472.00

Sheriff's Office Warrants Officers Report
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Misdemeanors Served	177
Misdemeanors Recalled	112
Felonies Served	56
Felonies Recalled	3
Letters Mailed	10
Letters Mailed on other Agencies	205

Budget 1205 revisions

#2007-22

#4(B.)

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY
COUNTY AUDITOR

JOHN P. THOMPSON
COUNTY JUDGE

Ray Stelly
John P. Thompson

COPY

Revisions

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-401-352	CONTINGENCIES	09/05/2007	2K7R22	29,800.00	57,800.00	28,000.00	TO COVER ADD EXP	SD
2007 010-401-400	ATTORNEY FEES/COMM	09/05/2007	2K7R22	16,681.00	24,681.00	8,000.00	TO COVER ADD EXP	SD
2007 010-401-500	SALARY TRANSITION	09/05/2007	2K7R22	38,216.65	10,216.65	28,000.00	TO COVER ADD EXP	SD
2007 010-401-501	CONSTABLE CLASS C	09/05/2007	2K7R22	8,850.00	8,850.00	8,000.00	TO COVER ADD EXP	SD
EXP. SUM. - COMM COURT				TOTAL AMENDMENTS	4	TOTAL CHANGES		
2007 010-495-315	OFFICE SUPPLIES	08/30/2007	2K7R22	7,094.07	7,942.53	848.46	TO COVER ADD EXP	SD
2007 010-495-427	TRAVEL/TRAINING	08/30/2007	2K7R22	6,000.00	5,151.54	848.46	TO COVER ADD EXP	SD
EXP. SUM. - CO.AUDITOR				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-499-427	TRAVEL/TRAINING	08/31/2007	2K7R22	2,800.00	2,590.00	210.00	TO COVER ADD EXP	SD
2007 010-499-481	DUES	08/31/2007	2K7R22	1,750.00	1,960.00	210.00	TO COVER ADD EXP	SD
EXP. SUM. - TAX ASSES/COLL				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-510-330	FURNISHED TRANSPOR	08/31/2007	2K7R22	3,500.00	1,500.00	2,000.00	TO COVER EXP	SD
2007 010-510-332	SUPPLIES/REPAIRS -	08/31/2007	2K7R22	32,000.00	34,000.00	2,000.00	TO COVER EXP	SD
EXP. SUM. MAINT. - CUST.				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-511-423	MOBILE PHONE/PAGER	09/04/2007	2K7R22	2,460.00	2,668.13	208.13	TO COVER ADD EXP	SD
2007 010-511-427	TRAVEL/TRAINING	09/04/2007	2K7R22	2,000.00	1,791.87	208.13	TO COVER ADD EXP	SD
2007 010-511-427	TRAVEL/TRAINING	09/04/2007	2K7R22	1,791.87	1,722.75	69.12	TO COVER ADD EXP	SD
2007 010-511-454	AUTOMOTIVE MAINTEN	09/04/2007	2K7R22	7,500.00	7,569.12	69.12	TO COVER ADD EXP	SD
EXP. SUM. MAINT. - ENG.				TOTAL AMENDMENTS	4	TOTAL CHANGES		
2007 010-553-300	UNIFORMS	08/29/2007	2K7R22	1,000.00	884.50	115.50	TO COVER ADD EXP	SD
2007 010-553-315	OFFICE SUPPLIES	08/29/2007	2K7R22	822.00	648.19	173.81	TO COVER ADD EXP	SD
2007 010-553-330	FURNISHED TRANSPOR	08/29/2007	2K7R22	5,000.00	5,803.17	803.17	TO COVER ADD EXP	SD
2007 010-553-330	FURNISHED TRANSPOR	08/29/2007	2K7R22	5,803.17	5,976.98	173.81	TO COVER ADD EXP	SD
2007 010-553-330	FURNISHED TRANSPOR	08/29/2007	2K7R22	5,976.98	6,092.48	115.50	TO COVER ADD EXP	SD
2007 010-553-330	FURNISHED TRANSPOR	08/29/2007	2K7R22	6,092.48	6,142.48	50.00	TO COVER ADD EXP	SD
2007 010-553-427	TRAVEL/TRAINING	08/29/2007	2K7R22	1,500.00	696.83	803.17	TO COVER ADD EXP	SD
2007 010-553-480	BONDS	08/29/2007	2K7R22	150.00	100.00	50.00	TO COVER ADD EXP	SD
EXP. SUM. - CONST. PCT3				TOTAL AMENDMENTS	8	TOTAL CHANGES		
2007 010-560-354	TIRE/TUBES	08/31/2007	2K7R22	10,000.00	13,800.40	3,800.40	TO COVER ADD EXP	SD
2007 010-560-360	POLK COUNTY CRIME	08/29/2007	2K7R22	2,250.00	2,400.71	150.71	TO MOVE MONEY TO COVER ORDE	SD
2007 010-560-393	LAN ENFORCEMENT SU	08/29/2007	2K7R22	28,789.88	28,789.17	150.71	TO COVER ORDER FROM AUTREYS	SD
2007 010-560-454	VEHICLE REPAIR	08/31/2007	2K7R22	42,835.48	39,035.08	3,800.40	TO COVER ADD EXP	SD
EXPENSE SUMMARY - SHERIFF DEPT				TOTAL AMENDMENTS	4	TOTAL CHANGES		
2007 010-645-315	OFFICE SUPPLIES	08/30/2007	2K7R22	3,500.00	4,000.00	500.00	TO COVER ADD EXP	SD
2007 010-645-426	TRAVEL/TRAINING	08/30/2007	2K7R22	900.00	400.00	500.00	TO COVER ADD EXP	SD
EXPENSE SUMMARY - SOCIAL SERV				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 015-369-200	CUVERT/MATERIAL R	09/04/2007	2K7R22	89,214.75	106,115.01	16,900.26	REIMB FOR MAT TWIN HARBORS	SD
TOTAL AMENDMENTS				1	354,917.33	16,900.26	REIMB FOR MAT TWIN HARBORS	SD
2007 015-622-339	CONSTRUCTION CONTR	09/04/2007	2K7R22	338,017.07	354,917.33	16,900.26	REIMB FOR MAT TWIN HARBORS	SD
PRECINCT #2 - ROAD & BRIDGE				TOTAL AMENDMENTS	1	TOTAL CHANGES		
2007 015-623-570	LEASE PAYMENT	08/29/2007	2K7R22	30,000.00	15,555.59	14,444.41	TRF FOR PURCHASE OF TRK	SD
2007 015-623-571	ROAD MACHINERY/EQU	08/29/2007	2K7R22	38,500.00	52,944.41	14,444.41	TRF FOR PURCHASE OF TRK	SD
PRECINCT #3 EXPENSE SUMMARY				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 015-624-100	PCT 4 BUDGET CARRY	08/30/2007	2K7R22	63,026.96	62,026.96	1,000.00	TO COVER ADD EXP	SD

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 015-624-100	PCT 4 BUDGET CARRY	08/30/2007	2K7R22	62,026.96	59,526.96	2,500.00-	TO COVER ADD EXP	SD
2007 015-624-100	PCT 4 BUDGET CARRY	08/30/2007	2K7R22	59,526.96	49,526.96	10,000.00-	TO COVER ADD EXP	SD
2007 015-624-300	UNIFORMS	08/30/2007	2K7R22	5,500.00	6,500.00	1,000.00	TO COVER ADD EXP	SD
2007 015-624-338	CUVERTS	08/30/2007	2K7R22	21,600.00	24,100.00	2,500.00	TO COVER ADD EXP	SD
2007 015-624-456	PARTS & REPAIRS	08/30/2007	2K7R22	85,218.33	95,218.33	10,000.00	TO COVER ADD EXP	SD
TOTAL AMENDMENTS				6	TOTAL CHANGES	.00		

POLK COUNTY
 By: Stephanie Dale #4(c.)
 Asst. Auditor

Budget Amendment
 #2K7A22
 FY07

#2007-22(A)

September 05, 2007

Fund Account	Description	Increase	Decrease	Comments	Budget	Budget
010-342-600 010-554-330	<u>GENERAL FUND</u> Insurance Claims Furnished Transportation	567.74 567.74		Pct 4 Constable Insurance claim Pct 4 Constable insurance claim	-19,588.32 5,090.00	-20,156.06 5,567.74
010-342-403 010-403-484	<u>GENERAL FUND</u> County Clerk Reimb Election Expense	980.38 980.38		Election reimb from mem point Election reimb from mem point	-143.19 60,000.00	-1,123.57 60,980.38
010-342-404 010-403-484	<u>GENERAL FUND</u> Election Exp Reimb Election Expense	12,889.25 12,889.25		May 2007 reimb May 2007 reimb	-7,500.00 60,000.00	-20,389.25 72,889.25
010-342-695 010-695-490	<u>GENERAL FUND</u> Reimb Emer Management Misc. Expense	542.52 542.52		Verizon Wireless reimb Verizon Wireless reimb	-948.65 11,967.88	-1,491.17 12,510.40
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
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	<u>GENERAL FUND</u>					

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	10,283.67

TOTAL OF ALL FUNDS	10,283.67

ACH 025

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

Asst
 RAY STELLY
 COUNTY AUDITOR Depranue Dale
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	518.30
061	DEBT SERVICE FUND	1,000.00

	TOTAL OF ALL FUNDS	1,518.30

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

Asst

RAY STELLY

COUNTY AUDITOR

Alphonse Dine

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,405.81

TOTAL OF ALL FUNDS	4,405.81

Acct 02/6

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

Assist

RAY STELLY
 COUNTY AUDITOR *Chargi Weintraub*

JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,636.94
015	ROAD & BRIDGE ADM	6,441.76
027	SECURITY	247.00
051	AGING	637.98
101	ADULT SUPERVISION	4,509.14
185	CCAP - JUVENILE PROBATION	1,988.52
TOTAL OF ALL FUNDS		40,461.34

ACH027

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

RAY STELLY

Assist.

COUNTY AUDITOR

Margie Williams

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,229.82
015	ROAD & BRIDGE ADM	1,506.60
027	SECURITY	57.78
051	AGING	149.22
101	ADULT SUPERVISION	1,054.62
185	CCAP - JUVENILE PROBATION	465.04
TOTAL OF ALL FUNDS		9,463.08

ACH 028

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

RAY STELLY
Assist COUNTY AUDITOR *Chargi N. Ainsworth*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,306.69
015	ROAD & BRIDGE ADM	3,676.08
027	SECURITY	98.22
051	AGING	190.95
101	ADULT SUPERVISION	3,226.49
185	CCAP - JUVENILE PROBATION	1,355.26
TOTAL OF ALL FUNDS		26,853.69

ACH 029

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

RAY STELLY

Assist

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	159,651.77
015	ROAD & BRIDGE ADM	40,071.73
027	SECURITY	1,571.90
051	AGING	4,199.70
101	ADULT SUPERVISION	25,179.51
185	CCAP - JUVENILE PROBATION	11,380.49
TOTAL OF ALL FUNDS		242,055.10

ACH 10/30

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

RAY STELLY

Assist

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

ACH 031

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,839.20
015	ROAD & BRIDGE ADM	99.99

	TOTAL OF ALL FUNDS	2,939.19

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

RAY STELLY
Assist COUNTY AUDITOR *Craig Kleinman*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,419.30
015	ROAD & BRIDGE ADM	275.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,311.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		4,797.28

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

RAY STELLY

Assist.

COUNTY AUDITOR

Margie Wainwright

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

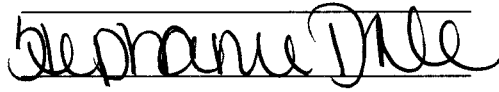
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	922.41
015	ROAD & BRIDGE ADM	1,835.41
051	AGING	19.95

	TOTAL OF ALL FUNDS	2,777.77

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

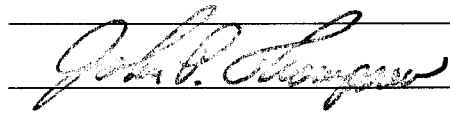
RAY STELLY

Asst. COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE

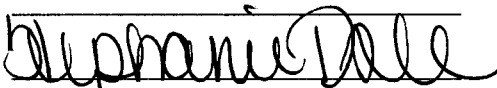


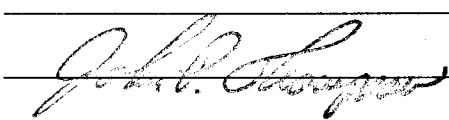
SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 1421

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	160,261.00
015	ROAD & BRIDGE ADM	1,540.00
051	AGING	2,752.00
	TOTAL OF ALL FUNDS	164,553.00

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

Asst. RAY STELLY
COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

814.00

TOTAL OF ALL FUNDS

814.00

*Check 97308
Voided + sent by ACH.*

790.00

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

RAY STELLY

Asst.

COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,616.00

TOTAL OF ALL FUNDS

1,616.00

~~# 1558.00~~

Check # 97379 voided
+ Sent by A.H.

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

RAY STELLY

Asst

COUNTY AUDITOR

Cheranie Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,440.00

TOTAL OF ALL FUNDS

1,440.00

Check # 97441 voided
And sent by Acct.

~~1,440.00~~
1,404.00

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

RAY STELLY

Asst.

COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	63,937.94
015	ROAD & BRIDGE ADM	15,785.11
027	SECURITY	644.28
051	AGING	1,520.87
101	ADULT SUPERVISION	11,236.83
185	CCAP - JUVENILE PROBATION	4,765.14
TOTAL OF ALL FUNDS		97,890.17

ACH 032

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

RAY STELLY

Assist

COUNTY AUDITOR

Orange N. Ciaroni

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33,754.10
015	ROAD & BRIDGE ADM	15,060.58
051	AGING	606.15

	TOTAL OF ALL FUNDS	49,420.83

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

RAY STELLY

Assist

COUNTY AUDITOR

Raymond A. Cinowatz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,251.38
051	AGING	216.00

	TOTAL OF ALL FUNDS	14,467.38

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

Asst

RAY STELLY

COUNTY AUDITOR

Supreme Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	491,210.43
015	ROAD & BRIDGE ADM	144,350.80
027	SECURITY	27.00
040	LAW LIBRARY FUND	443.72
051	AGING	3,690.24
056	SHERIFF-COMMISSARY FUNDS	7,521.78
088	JUDICIARY FUND	1,306.30
094	COUNTY RECORDS MGMT FUND	7,833.87
TOTAL OF ALL FUNDS		656,384.14

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

RAY STELLY
Asst COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,526.07

TOTAL OF ALL FUNDS	5,526.07

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

Asst. RAY STELLY
COUNTY AUDITOR Alphonie Dea

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

August 29 - September 11, 2007

Handwritten initials/signature

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	CARROLL SMITH	MAINTENANCE ENGINEERING	#0805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	16/01 \$25,188.80	DISMISSAL EFFECTIVE 08/23/2007
(2)	JAMES EDWARD PEDEN	R & B PCT. #1	#0109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/04 \$24,585.60	MERIT INCREASE TO 14/06, \$25,812.80 EFFECTIVE 09/03/2007
(3)	GUY FREDERICK RASBERRY	R & B PCT. #1	#0108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/06 \$28,454.40	MERIT INCREASE TO 16/08, \$29,889.60 EFFECTIVE 09/03/2007
(4)	WILLIAM D. ALLEN	R & B PCT. #1	#0113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR FULL-TIME	12/06 \$23,420.80	MERIT INCREASE TO 12/08, \$24,585.60 EFFECTIVE 09/03/2007
(5)	GERALDINE TAGGE	JP PCT. #1	#0105 DEPUTY CLERK	REGULAR FULL-TIME	14/01 \$22,859.20	MERIT INCREASE TO 14/02, \$24,123.42 FY08 EFFECTIVE 09/17/2007
(6)	CHARLOTTE MAXINE STAFFORD	JP PCT. #1	#1145 JP CHIEF COURT CLERK	REGULAR FULL-TIME	16/01 \$25,188.80	MERIT INCREASE TO 16/02, \$27,172.80 FY08 EFFECTIVE 09/17/2007
(7)	ROY ALLEN GATES	MAINTENANCE ENGINEERING	#0805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	16/01 \$25,188.80	NEW HIRE EFFECTIVE 09/12/2007
(8)	PATRICK L MAREK	SHERIFF	#1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$30,617.60	RESIGNATION EFFECTIVE 08/24/2007
(9)	CARLA J. MEADOWS	TAX ASSESS COLLECTOR	#0105 DEPUTY CLERK	REGULAR FULL-TIME	12/01 \$20,758.40	RESIGNATION EFFECTIVE 09/21/2007
(10)	GEORGE ROBERT PRICE	JUDICIAL	#1062 BAILIFF	REGULAR FULL-TIME	UNCLASSIFIED \$28,928.15	INITIATE CERTIFICATE PAY TO \$1,800.00/HR INCL. TRAVEL & SALARY PER DIST. JUDGE ORDER EFFECTIVE 09/17/2007
(11)	RISA A. IVY	R & B PCT. #2	#0103 SECRETARY II	REGULAR FULL-TIME	14/05 \$25,188.80	MERIT INCREASE & RECLASSIFY TO #0902 - OFFICE MANGER, 17/01, \$26,457.60 EFFECTIVE 09/03/2007
(12)	FRANK LARRY HENSLEY JR.	R & B PCT. #2	#0108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/07 \$29,161.60	MERIT INCREASE TO 16/08, \$29,889.60 30,786.29 FY08 EFFECTIVE 09/03/2007 9/17/07
(13)	MICHAEL GAYLE CHANDLER JR.	R & B PCT. #2	#0109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/05 \$25,188.80	MERIT INCREASE & RECLASSIFY TO #0108 - HEAVY EQUIP OPERATOR, 16/02, \$25,812.80 EFFECTIVE 09/03/2007
(14)	ROBERT W. BLAKLEY	R & B PCT. #2	#0108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/05 \$27,768.00	MERIT INCREASE TO 16/06, \$28,454.40 29,308.03 FY08 EFFECTIVE 09/03/2007 9/17/07
(15)	WILLIAM W. MEADOWS	R & B PCT. #2	#0109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/06 \$25,812.80	MERIT INCREASE & RECLASSIFY TO #0108 - HEAVY EQUIP OPERATOR, 16/03, \$26,457.60 EFFECTIVE 09/03/2007
(16)	WILLIE M. (JR.) MEADOWS	R & B PCT. #2	#0109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/05 \$25,188.80	MERIT INCREASE & RECLASSIFY TO #0108 - HEAVY EQUIP OPERATOR, 16/02, \$25,812.80 EFFECTIVE 09/03/2007
(17)	NORMA ELDRID SMITH	R & B PCT. #2	#0113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR PART-TIME	12/(02) \$10.22/HR	MERIT INCREASE TO 12/(03) 10.78/HR 12/(03) 10.78/HR FY08 EFFECTIVE 09/03/2007 9/17/07
(18)						
(19)						
(20)						
(21)						
(22)						

#4 (I.)

Maintenance Agreement

This agreement is made and entered into on this the 1st day of October, 2007. By and between Integrated Data Services, hereinafter referred to as "Seller", with its principal place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with its principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 2007 through September 30, 2008 and applies to the System i (AS/400) based imaging and indexing application software currently in use at the County Clerk's Office. This agreement does not include hardware support of any nature, nor support for any non-System i based Imaging package.
2. During the term of this contract, Seller agrees
 - a. To correct any errors found in the software system.
 - b. To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c. To provide the Buyer telephone support to assist in the productive use of the software systems.
 - d. To provide bimonthly on-site One-day visits including travel expenses.
 - e. To provide up to ten (10) hours of off-site contract coding during the month. This is in addition to the on-site visits. Unused hours may not be accumulated.
3. In consideration of the above mentioned services, Buyer will pay the sum of \$800 per month. Such fee shall be paid by the first day of each month. Fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

Integrated Data Services

By: David W. Wilder
David W. Wilder, President

Polk County - County Clerk

By: John P. Shoup
Polk County Judge

By: Barbara Middleton
Polk County Clerk

by su

State TX

County Polk



SCSEP HOST AGENCY AGREEMENT

Name of Host Agency <i>Polk County</i>		Host Agency Type <i>COUNTY</i> <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Address <i>101 W. Church St. Suite 300</i>		City <i>LIVINGSTON</i>	State <i>TX</i>
Telephone <i>936-327-6813</i>	Fax <i>936-327-6891</i>	Email	Zip <i>77351</i>
		FEIN <i>74-6001621</i>	

A. PURPOSE: Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), in order to provide public benefit by providing training and work experience for SCSEP participant(s) while at the same time performing valuable community services. Host Agency agrees to provide meaningful work experience and training to participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency agrees to support SCSEP objectives by actively providing training, supporting older workers, and, if possible, hiring participant(s) in permanent employment position(s). Host Agency has no right to participant assignment and Experience Works may reassign participant(s) and/or participant position(s) at any time in accordance with SCSEP rules, regulations, and policies.

B. HOST AGENCY RESPONSIBILITIES: Host Agency agrees to:

- 1. Training Assignment:** Provide community service assignments for participant(s) commensurate with his/her abilities and skills, in accordance with participant(s) Training Assignment(s). Assist Experience Works in developing Training Assignment(s) for participant(s), which shall be attached and incorporated herein, and shall contain a description of assignment, duties and responsibilities, and training schedule, including hours per week, timeline and anticipated completion date. Immediately report and coordinate any changes in training duties or responsibilities with Experience Works and assist in amending Training Assignment(s) accordingly. All Training Assignments must be approved and authorized by Experience Works before performance by participant(s).
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours specified in participant Training Assignment and that participant(s) is permitted to train twenty (20) hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to or perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that participant performs community service in excess of authorized hours, or permits participant to return to community service training assignment after being on Leave Without Pay (LOWP) for more than thirty (30) days without prior authorization from Experience Works, Host Agency shall compensate participant(s) for such time. In addition, Host Agency understands that in order to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not maintain participant(s) on its payroll except upon permanent employment. Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries occurring outside of authorized participant schedule(s) or scope of Training Assignment.
- 3. Supervision and Training / Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook. Meet with Experience Works representatives at least annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, absence without leave (AWOL), and any other like matters. Immediately notify Experience Works of change of Host Agency participant supervisor. Host Agency Supervision hours reported as SCSEP In-kind Contributions cannot be used as a match for other federal programs.
- 4. Time and Attendance Reports:** Accurately record and report actual time and attendance of participant(s). Verify participant(s) time in training by signing participant time sheet(s) in ink and timely submit to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets. Host Agency understands that inaccurate time and attendance reports may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Reports:** Report on a bi-weekly basis on participant time sheets a true and accurate statement of hours of participant supervision or other costs contributed to SCSEP by Host Agency. Host Agency understands that inaccurate supervision or contribution reports may be a violation of False Claims Act, 31 U.S.C. §3729. When requested, appropriate or necessary, report participant performance, training progress, and community service accomplishments. Immediately report participant requests for disability accommodation, any complaints of discrimination, and accidents.
- 6. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
- 7. Health Screening / Supportive Services:** Assist in securing an annual health screening for participant(s), at reduced or no cost, if requested by participant(s). Assist in furnishing supportive services to participant(s) as needed to carry out their community service training assignment.
- 8. Safe Training Site / Accidents:** Provide participant(s) with training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 9. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If consistent with Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency shall endeavor to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

C. NONDISCRIMINATION: Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.

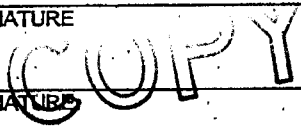


**SCSEP HOST AGENCY AGREEMENT
PART TWO**

State TX
County Polk

- D. **INSURANCE:** If participant duties include driving, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- E. **PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. **RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. **MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours.
- H. **LIMITATION OF LIABILITY/HOLD HARMLESS:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works evaluation and assessment of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. If participant(s) is/are permitted by Host Agency to handle cash, negotiable instruments or securities, or other valuables as part of the Training Assignment duties, Host Agency shall hold Experience Works harmless from any claims for lost of cash, negotiable instruments or securities, or other valuables. Host Agency agrees to hold Experience Works harmless from any liability resulting from the conduct of Host Agency employees and representatives and for any acts or omissions arising out of supervision or training of participant(s). Applicable statutes will govern the limits of liability for Federal, state, and local government agencies.
- I. **TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party.
- J. **AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
John P. Thompson, Polk County Judge		9/11/07
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

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

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

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments from funds from interfund transfers, as authorized by Section 1431.005, Texas Government Code, with respect to the acquisition, construction, repair and equipping of the projects listed on Exhibit "A" attached hereto;

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

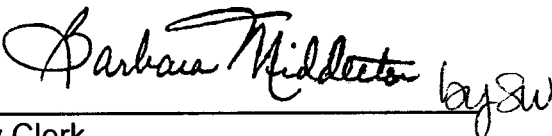
Section 3. Incorporation of Recitals. The findings and preambles set forth in this Resolution are hereby incorporated into this Resolution and made a part hereof for all purposes.

Section 4. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$2,600,000.

ADOPTED this day of September 11, 2007, by the Polk County Commissioners Court.


County Judge
Polk County, Texas

ATTEST:


County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]



EXHIBIT "A"

DESCRIPTION OF PROJECTS

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

The acquisition of road right-of-way.

The construction of improvements to and equipping of county buildings.

The acquisition of road maintenance equipment.

The acquisition of vehicles

The acquisition of computer equipment and software

Such financing to be in an amount not to exceed \$1,300,000 from the General Fund and \$1,300,000 from the Road and Bridge Fund of Polk County, Texas

Item #6 TxDot/List of Bridges

Polk County

August 27, 2007

Structure	Road	Location	Feature Crossed	SuffRat	Qual	Priority	CSJ	Comments
AA2945001	UNION SPRINGS RD	0.5 MI W OF US 59	Bear Creek	17.7	SD	1	0911-04-939	
AA0251001	CR 251	2.0 MI NW OF US 190	Woods Creek	17.9	SD	2	0911-04-928	
AA0245001	JACK STATION ROAD	1.45 MI E OF US 59	Kennedy Creek	21.6	SD	3	0911-04-908	
AA1180001	PLANTATION DR	1.65 MI NE OF US 146	Turkey Creek	21.8	SD	4		Not part of an approved program
AA0244002	ROCK ISLAND ROAD	0.90 MI E OF US 59	Kennedy Creek	23.4	SD	5	0911-04-926	
AA0159001	CR 159	1.0 MI E OF US 59	Mud Creek	24.5	SD	6	0911-04-905	
AA0232002	JACK PATE ROAD	1.10 MI S OF US 287	Trib. Of McManus Creek	24.8	SD	7	0911-04-907	
AA0328001	DARDEN RD	1.3 MI N OF US 190	Bluff Creek	25.3	SD	8		Not part of an approved program
AA0186001	CARMONA ROAD	0.8 MI N OF US 287	Brushy Creek	25.6	SD	9	0911-04-918	
AA0219001	NINE BRIDGE ROAD	1.55 MI N OF FM 352	Piney Creek	26.1	SD	10		Not part of an approved program
AA0247001	CR 247	0.9 MI W OF FM 942	Hickman Creek	26.1	SD	11		Not part of an approved program
AA0182001	HOWELL ROAD	0.9 MI N OF US 287	Paces Creek	26.8	SD	12	0911-04-900	
AA0117001	CARLITA LOOP	1.2 MI N OF FM 3152	Trib. Rocky Creek	28.4	SD	13	0911-04-915	
AA1272001	DILLON RD	1.2 MI NE OF FM 1276	Little Kimball Creek	29.2	SD	14		Not part of an approved program
AA0196001	HOOKS ROAD	0.6 MI W OF US 59	Trib. Of Bear Creek	29.4	SD	15	0911-04-920	
AA0156001	CR 156	2.5 MI S OF FM 942	Sandy Creek	29.9	SD	16	0911-04-917	
AA0191001	BERING ROAD	1.75 MI SE OF FM 350	Burnett Creek	31.7	SD	17	0911-04-904	
AA0224001	CR 224	0.7 MI E OF FM 1987	Trib. Of Neches River	33.8	SD	18	0911-04-903	
AA0240002	DARDEN ROAD	0.90 MI S OF US 287	Caney Creek	41.1	SD	19	0911-04-925	
AA0247002	CR 247	1.7 MI W OF FM 942	Lime Branch Creek	41.1	SD	20	0911-04-927	
AA0110001	FOREST HILLS LOOP	0.6 MI S OF US 190	Caney Creek	49.5	SD	21		Not part of an approved program
AA1196001	TURKEY CREEK DR	2.81 MI E OF US 146	West Spring Branch	35.3	FO	22		Not part of an approved program
AA0120001	HORRACE BONDS RD	1.5 MI NW OF FM 350	Trib. Long King Creek	37.3	FO	23	0911-04-916	
AA0366003	BLUEWATER RD	10.1 MI SE OF FM 943	Menard Creek	41.8	FO	24	0911-04-938	
AA0360001	SEGNO FIRELANE RD	4.8 MI S OF FM 1276	Double Branch	50.4	FO	25		Not part of an approved program
AA0360002	SEGNO FIRELANE RD	6.3 MI S OF FM 1276	Trib. Of Big Sandy Creek	51.4	FO	26		Not part of an approved program
AA0423001	OLD HWY 35 S	0.05 MI NW OF LP 393	Trib. Of Long King Creek	63.2	FO	27	0911-04-935	
AA0412002	OLD HWY 35	0.80 MI SW OF US 59	Crooked Creek	66.0	FO	28		Not part of an approved program
AA0247003	CR 247	2.70 MI W OF FM 942	Trib. Of Big Sandy Creek	75.6	FO	29		Not part of an approved program
AA0219004	NINE BRIDGE ROAD	1.82 MI N OF FM 352	Piney Creek	75.8	FO	30		Not part of an approved program

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DELTA
PETROLEUM CORPORATION

370 SEVENTEENTH ST.
SUITE 4300
DENVER, CO 80202
(303)293-9133/TEL.
(303)298-8251/FAX

September 6, 2007

Commissioner's Court, Polk County, Texas
Judge John Thompson, Presiding Judge
101 West Church Street, Suite 300
Livingston, Tx 77351

Re: Lease Proposal
2 acres of land, S. R. Baxter Survey, A-141
Polk County, Texas

Judge Thompson:

Pursuant to Section 71.005 of the Texas Natural Resources Code and subsequent Legal Notice indicating the decision of the Polk County Commissioner's Court to entertain oil and gas lease proposals for oil, gas and mineral development purposes, Delta Petroleum Corporation respectfully submits an original oil, gas and mineral lease covering the following described property:

Two (2) acres of land, more or less, out of the S. R. Baxter Survey, A-141, Polk County, Texas, and being more particularly described in warranty deed dated December 28, 1877 from Mary A. P. Richardson, W. H. Waldrep and P. J. Waldrep to the County Judge of Polk County, Texas for benefit of the Woods Creek School Community, recorded at Vol. Q, Page 208, of the Official Records of Polk County, Texas.

This sealed bid shall provide for a royalty in excess of that mandated by Section 71.009 of the Texas Natural Resources Code and shall also provide for the authority to pool as provided by Section 71.052 of the Texas Natural Resources Code. Additionally, this proposal provides for the following terms and conditions:

Acres:	Two Gross and Net Acres
Term:	One (1) Year
Royalty:	One-Fourth (1/4th)
Bonus:	Five Thousand Ten Dollars (\$5,010.00) per net mineral acre.
	Total Consideration of Ten Thousand Twenty Dollars (\$10,020.00)

Delta Petroleum Corporation sincerely thanks you for your time and consideration in this matter. This sealed bid will be personally made available to the Commissioner's Court before 10:00 a.m. on September 10, 2007.

Cordially,



Wes Marshall, Senior Landman

Item #8

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ELIZABETH E. COKER, Judge of the 258th Judicial District and ROBERT H. TRAPP, Judge of the 411th Judicial District in and for Polk County, Texas in accordance with Section 152.031, Title 5, of the Local Government Code, after a public hearing held on August 29th, 2007, notice having been duly published in a newspaper of general circulation in Polk County, set the compensation levels, to be paid in twenty-six equal payments, for the following positions in Polk County for the budget and fiscal year commencing October 1, 2007 and closing September 30, 2008.

Position

County Auditor	\$56,780.08
Assistant County Auditor	\$32,988.17
Assistant County Auditor	\$32,707.31
County Auditor—travel allowance	\$ 3,869.91

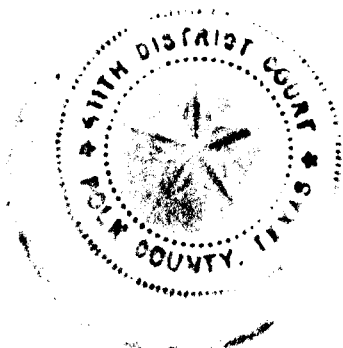
WITNESS our hands this the 29th day of August, 2007.

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

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

Attest:

Kathy Clifton
Kathy Clifton, District Clerk
Barbara Middleton
Barbara Middleton, County Clerk



THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Order
_____ in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 4th day
of September, 2007.
KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
BY *Kathy Clifton* DEPUTY

STATE OF TEXAS }

COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Tracy I. Galloway, Official Bailiff of the 258th Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$30,520.25 per year and a travel allowance to be \$100 per month and law enforcement certificate pay to be commensurate with the amounts paid by Polk County for the level she has attained effective October 1, 2007 effective with the annual fiscal period beginning October 1, 2007. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

A copy of this order is also filed with the District Clerk in each of said counties and it is hereby ordered that this Order be spread upon the minutes of the courts in said counties.

WITNESS MY HAND THIS 29TH DAY OF AUGUST, 2007

Elizabeth Coker
Elizabeth Coker, District Judge
258th Judicial District of Texas



THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Order
_____ in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 4th day
of September, 2007

KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY TEXAS
By *Kathy Clifton* DEPUTY

STATE OF TEXAS }

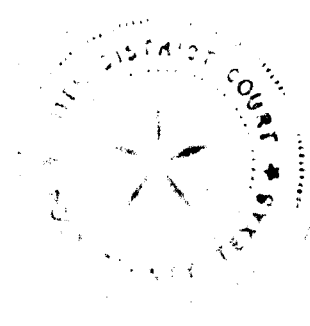
COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Graciela I. Caka, Official Court Reporter of the 258th Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$54,180.16 effective with the annual fiscal period beginning October 1, 2007. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

A copy of this order is also filed with the District Clerk in each of said counties and it is hereby ordered that this Order be spread upon the minutes of the courts in said counties.

WITNESS MY HAND THIS 29TH DAY OF AUGUST, 2007

Elizabeth Coker, District Judge
258th Judicial District of Texas



THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Order
_____ in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 4th day
of September, 2007.

KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
By: Kathy Clifton SECRETARY

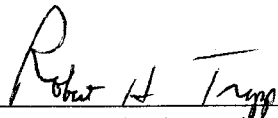
STATE OF TEXAS }

COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Robert Price, Official Bailiff of the 411th Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$30,520.25 per year and a travel allowance to be \$100 per month and law enforcement certificate pay to be commensurate with the amounts paid by Polk County for the level he has attained effective October 1, 2007 effective with the annual fiscal period beginning October 1, 2007. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

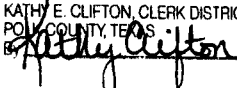
A copy of this order is also filed with the District Clerk in each of said counties and it is hereby ordered that this Order be spread upon the minutes of the courts in said counties.

WITNESS MY HAND THIS 29TH DAY OF AUGUST, 2007


Robert Trapp, District Judge
411th Judicial District of Texas



THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Order
_____ in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 4th day
of September, 2007

KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
 DEPUTY

STATE OF TEXAS }

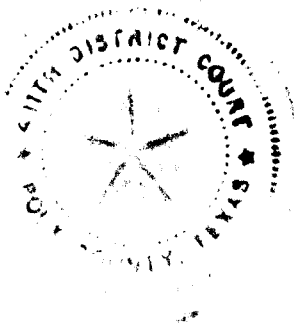
COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Laura D. Wells, Official Court Reporter of the 411th Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$54,180.16 effective with the annual fiscal period beginning October 1, 2007. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

A copy of this order is also filed with the District Clerk in each of said counties and it is hereby ordered that this Order be spread upon the minutes of the courts in said counties.

WITNESS MY HAND THIS 29TH DAY OF AUGUST, 2007

Robert Hill Trapp, District Judge
411th Judicial District of Texas



THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Order
in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 4th day
of September, 2007.

KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS

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Window on State Government

Susan Combs Texas Comptroller of Public Accounts

[+] Site Feedback



Sheriffs' & Constables' 2007 Fees
2008

POLK COUNTY

Other Than Justice Courts:	Fees
Citation	\$90.00
Citation by Publication	\$90.00
Citation by Scire Facias	\$90.00
Injunction	\$90.00
Notice by Public Posting	\$40.00
Notice by Publication	\$90.00
Notice of Trustee's Sale	\$40.00
Notice to Take Deposition	\$90.00
Order	\$90.00
Order of Sale	\$90.00
Precept to Serve	\$90.00
Subpoena	\$90.00
Subpoena Duces Tecum	\$90.00
Summons	\$90.00
Temporary Restraining Order	\$90.00
Temporary Protective Order	\$90.00
Execution	\$140.00
Writ of Restitution	\$140.00
Writ of Attachment	\$140.00
Writ of Garnishment	\$140.00
Writ of Habeas Corpus	\$140.00
Writ of Possession	\$140.00
Writ of Sequestration	\$140.00
Offense Reports	\$25.00

Justice Courts:	Fees

Citation	\$75.00
Citation by Publication	\$75.00
Citation by Scire Facias	\$75.00
Injunction	\$75.00
Notice by Publication	\$75.00
Order of Sale	\$75.00
Subpoena	\$75.00
Subpoena Duces Tecum	\$75.00
Summons	\$75.00
Temporary Restraining Order	\$75.00
Temporary Protective Order	\$75.00
Forcible Entry & Detainer	\$75.00
Distress Warrant	\$100.00
Execution	\$75.00
Writ of Restitution	\$75.00
Writ of Attachment	\$75.00
Writ of Garnishment	\$75.00
Writ of Habeas Corpus	\$75.00
Writ of Possession	\$75.00
Writ of Sequestration	\$75.00

Additional Charges:	Fees
Process by Certified Mail (Mail Charge)	\$10.00
Offense Reports (Insurance Companies)	\$10.00
All Other Copies (per page)	\$1.00
Clearance Letter	\$10.00
Fingerprint FET/2 cards (Charged for Texas Handgun Permit Only)	\$10.00
All Writs (unless fee mandated by state)	\$125.00
Collecting money on an Execution of Order of Sale, when the same is made by a sale: for the first \$200.00 or less, 10 percent; for all sums over \$200.00 & not exceeding \$1,000.00, 7 percent; for all sums over \$1,000.00 & not exceeding \$5,000.00, 5 percent; for all sums over \$5,000.00, 3 percent. When the money is collected by the sheriff without a sale, half of the above rates shall be allowed. All service of documents not specified, the fee for each citation, notice or other paper covered under this fee schedule shall be assessed any time the citation, notice or other paper is re-issued.	\$75.00
Expense for providing the services incident to unsuccessful service is set at the same cost for actual service (Local Government Code, Section 118.131).	

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COPY

ounty of Polk

STEP Comprehensive

2008

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

Contract Number: 588EGF5093
Charge Number: 8PT05T1DO
PIN: 17460016219
Project Year: 1st

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, County of Polk hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) Local Government

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2008.

Project Title: STEP Comprehensive

Grant Period: This Grant becomes effective on 10/01/2007 or on the date of final signature of both parties, whichever is later, and ends on 09/30/2008 unless terminated or otherwise modified.

Total Awarded:	\$76,464.88
Amount Eligible for Reimbursement:	\$68,762.10
Match Amount:	\$7,702.78
Program Income	\$0.00

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

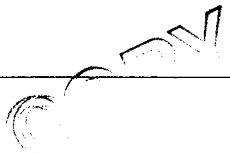
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

County of Polk

[Legal Name of Agency]

By: _____
[Authorized Signature]

[Name] 

[Title]

Date: _____

Under the authority of Ordinance or Resolution Number (for local government):

[Resolution Number]

THE STATE OF TEXAS

Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission

By: _____
[District Engineer Texas Department of Transportation]

[Name]

[Title] 

Date: _____

By: _____
Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under \$100,000.00)

Date: _____

PROGRAM ELEMENT SELECTION

YEAR LONG

- DWI DWI: Driving While Intoxicated
- Speed Speed: Speed Enforcement
- OP OP: Occupant Protection (Safety Belt & Child Safety Seat)
- ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP Jurisdiction wide

CMV

- Speed, OP, and HMV CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

ounty of Polk

STEP Comprehensive

GENERAL INFORMATION

Project Title STEP Comprehensive

How many years has your organization received funding for this project?
This will be our first year.

Organization Address

Polk County Sheriff's Office
1733 N. Washington
Livingston, TX 77351

Mailing Address (if different)

Project Director Contact Information J. R. Jones

PROPOSING AGENCY AUTHENTICATION

I submit the following person has authorized the submittal of this proposal.

Name Kenneth Hammack
Title Sheriff
Address 1733 N. Washington

City Livingston
State Texas
Zip Code
Phone Number 936-327-6810
Fax Number 936-327-5574
E-mail address khammack@polkcountyo.net

TERMS, CONDITIONS AND RESPONSIBILITIES

How often do you plan to submit Performance Reports? Monthly
How often do you plan to submit RFR's? Monthly

Terms and Conditions

I Agree with the Terms and Conditions.

Responsibilities of the Subgrantee

I Agree with the Responsibilities of the Subgrantee.

Responsibilities of the Department

I Agree with the Responsibilities of the Department.

**Texas Traffic Safety Program
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that

may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.

- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
 - A-21, Cost Principles for Institutions of Higher Education;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence, through eGrants system messaging, with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant

funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement 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 federal, state, or local public 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;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 federal 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 party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) 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.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
- review of periodic reports
 - telephone conversations
 - eGrants system messaging
 - e-mails and letters
 - quarterly review meetings
 - physical inspection of project records and supporting documentation.
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
- Ascertain whether or not the project objectives were met
 - Review project accomplishments (performance measures completed, targets achieved)
 - Document any progress towards self-sufficiency
 - Account for any approved Program Income earned and expended
 - Identify exemplary performance or best practices.

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities

Strategy: Increase enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupation protection laws.

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity. Note: Baseline data used must be no older than 2001 data.

Baseline Year (12 months) From 1/1/2006 To 12/31/2006

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	164
Number of speed citations	2926
Number of safety belt citations	3
Number of child safety seat citations	70
Number of alcohol-related crashes	52
Number of speed-related crashes	103

Survey data for the following should not be older than Sep 01, 2006

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	41 %	02/2007
Percentage of safety belt usage	74 %	02/2007
Attach Speed survey data	8197-Speed Survey Combin	
Attach Safety Belt survey data	8197-Seatbelt Survey Com	

Support Document not included
in Survey Data

LAW ENFORCEMENT OBJECTIVE / PERFORMANCE MEASURE

Objective / Performance Measure	Target Number
1. Number and Type citations/arrests to be issued under STEP	175
a. Increase DWI arrests by	3000
b. Increase Speed citations by	372
c. Increase Safety Belt citations by	372
d. Increase Child Safety Seat citations by	
2. Propose Total Number of Traffic Related crashes	39
a. Reduce the number of Alcohol-Related crashes to	87
b. Reduce the number of Speed-Related crashes to	
3. Increase Speed Compliance	10%
a. Increase the Speed Compliance rate to	
4. Increase Safety Belt usage	10%
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	
5. Number of Enforcement Hours	2496
STEP Indicator	2.76

PI&E OBJECTIVE / PERFORMANCE MEASURE

Objective / Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2000

SALARIES AND FRINGE BENEFITS - 100 & 200

Law Enforcement Hours		2496																													
<input checked="" type="checkbox"/> Overtime		<input type="checkbox"/> Regular Time																													
Category	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:	TxDOT	Match %	Total %	TxDOT	Match %																		
A. Enforcement (overtime)																															
Officers / Deputies:	1498	166	\$22.080	\$33,075.84	\$3,665.28	\$36,741.12	4.190 %	\$1,539.78																							
Sergeants:	748	84	\$24.330	\$18,198.84	\$2,043.72	\$20,242.56	4.190 %	\$848.35																							
Lieutenants / Other:																															
B. PI&E Activities (overtime)																															
PI&E Activities	36	4	\$26.820	\$965.52	\$107.28	\$1,072.80	4.190 %	\$44.96																							
C. Administrative Duties																															
Monthly Reports	43	5	\$26.820	\$1,153.26	\$134.10	\$1,287.36	4.190 %	\$53.95																							
								\$0.00																							
								\$0.00																							
								\$0.00																							
								\$0.00																							
Total:				\$53,393.46	\$5,950.38	\$59,343.84		\$2,487.04																							
<table border="0" style="width:100%"> <tr> <td style="width:100%">Salaries:</td> <td style="width:100%">TxDOT</td> <td style="width:100%">\$53,393.46</td> <td style="width:100%">89.97 %</td> <td style="width:100%">Match</td> <td style="width:100%">\$5,950.38</td> <td style="width:100%">10.03 %</td> <td style="width:100%">Total</td> <td style="width:100%">\$59,343.84</td> </tr> <tr> <td>Fringe Benefits:</td> <td>TxDOT</td> <td>\$2,198.04</td> <td>88.38 %</td> <td>Match</td> <td>\$289.00</td> <td>11.92 %</td> <td>Total</td> <td>\$2,487.04</td> </tr> </table>														Salaries:	TxDOT	\$53,393.46	89.97 %	Match	\$5,950.38	10.03 %	Total	\$59,343.84	Fringe Benefits:	TxDOT	\$2,198.04	88.38 %	Match	\$289.00	11.92 %	Total	\$2,487.04
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Fringe Benefits:	TxDOT	\$2,198.04	88.38 %	Match	\$289.00	11.92 %	Total	\$2,487.04																							
Breakdown of Fringe Percentages: Fica & Medicare 0.765% Work Comp 3.4234% Unemployment 0.0025% Rates are for both Deputy & Sgt.																															

TRAVEL AND PER DIEM: STEP ENFORCEMENT MILEAGE - 300

Miles 31200
 Cost per mile \$0.445
 Total \$13,884.00

	Amount	Percentages
TxDOT	\$12,495.60	90.00%
Match	\$1,388.40	10.00%
Total	\$13,884.00	

County of Polk

STEP Comprehensive

2008

SUPPLIES - 500

Description Tickets

Unit Price \$0.15

Quantity 5000

Total Cost \$750.00

	Amount	Percentages
TxDOT	\$675.00	90.00 %
Match	\$75.00	10.00 %
Total	\$750.00	%

BUDGET SUMMARY

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$53,393.46	\$5,950.38	\$59,343.84
(200) Fringe Benefits	\$2,198.04	\$289.00	\$2,487.04
Category I Sub-Total	\$55,591.50	\$6,239.38	\$61,830.88
Category II - Other Direct Costs			
(300) Travel	\$12,495.60	\$1,388.40	\$13,884.00
(400) Equipment			\$0.00
(500) Supplies	\$675.00	\$75.00	\$750.00
(600) Contractual Services			\$0.00
(700) Other Miscellaneous			\$0.00
Category II Sub-Total	\$13,170.60	\$1,463.40	\$14,634.00
Total Direct Costs	\$68,762.10	\$7,702.78	\$76,464.88
Category III - Indirect Costs			
(800) Indirect Cost Rate			\$0.00
Summary			
Total Labor Costs	\$55,591.50	\$6,239.38	\$61,830.88
Total Direct Costs	\$13,170.60	\$1,463.40	\$14,634.00
Total Indirect Costs			\$0.00
Grant Total	\$68,762.10	\$7,702.78	\$76,464.88
Fund Sources (Percent Share)	89.93%	10.07%	



Form 2109 (rev. 01/08/2007)

TRAFFIC SAFETY OPERATIONAL PLAN

Project Fiscal Year: 2007-2008

Subgrantee: Polk County Sheriff's Office _____

Project Title: Step Comprehensive _____

Site Type & Identifier	Site Description	Survey Compliance Rates (if applicable)	Enforcement Period
DWI	Jurisdiction Wide		Fri 8 p.m. - Sat. 4 a.m. Sat. 8 p.m. - Sun. 4 a.m.
OP	Jurisdiction Wide	71%	Mon - Sun 6 a.m. - 8 p.m.
Speeding Site 1	U.S. 190 @ Cedar Point Dr 14 Miles of roadway	41%	Mon - Sun 6 a.m. - 8 p.m.
Speeding Site 2	U.S. 190 @ F. M. 2457 14 Miles of roadway	48%	Mon - Sun 6 a.m. - 8 p.m.
Speeding Site 3	U.S. 59 @ F.M. 942 14 Miles of roadway	38%	Mon - Sun 6 a.m. - 8 p.m.
Speeding Site 4	U.S. 59 @ F.M. 1488 14 miles of roadway	36%	Mon - Sun 6 a.m. - 8 p.m.

Note: Any modifications made to the Operational Plan after the grant is executed do not require an amendment to the Grant Agreement. However, the Subgrantee must follow the Operational Plan modification procedures found in the Operational Plan Instructions before any enforcement is conducted in the related sites. For Speed and Occupant Protection sites, survey data must be submitted to support the Operational Plan. It is recommended that subgrantees follow the "Speed Survey Protocol and Instructions" and the "Occupant Restraint Survey Protocol" found on the Buckle Up Texas website: <http://www.buckleuptexas.com>.

