



POLK COUNTY COMMISSIONERS COURT

January 08, 2008

Polk County Courthouse, 3rd floor

10:00 A.M.

2008-001

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: December 11, 2007 (Regular Session) & December 17, 2007 (Special Session).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCES AND TO BE REIMBURSED BY THE FY2008 YEAR END ISSUANCE OF AUTHORIZED DEBT. (REIMBURSEMENT RESOLUTION).
- G. CONSIDER APPROVAL OF WORKER'S COMPENSATION RENEWAL DOCUMENT AND RESOLUTION TO INCLUDE COVERAGE FOR RESERVE OFFICERS.
- H. CONSIDER APPROVAL OF FY2008 CONTRACTS WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENT FOR POLK COUNTY AGING SERVICES HOME DELIVERED MEALS, CONGREGATE MEALS AND SENIOR CENTER OPERATIONS.
- I. CONSIDER APPROVAL OF AMENDMENT TO THE DEPARTMENT OF AGING AND DISABILITY SERVICES CONTRACT FOR COMMUNITY CARE PROGRAMS HOME DELIVERED MEALS PROGRAM.
- J. CONSIDER APPROVAL TO ADVERTISE FOR "PRECINCT 1 PURCHASE OF ONE USED 84"

VIBRATOR COMPACTOR ROLLER WITH SHELL KIT AND PUSH BLADE" TO BE PURCHASED FROM ROAD AND BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT.

- K. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTY; (PCT. 2) LOT 98, BLOCK 1, TWIN HARBORS #3, CAUSE NO. T1200036800.
- L. CONSIDER APPROVAL OF COUNTY CLERK'S REQUEST FOR PROFESSIONAL SERVICE AGREEMENT WITH IDOCKET.COM LLC FOR PLACING COUNTY COURT RECORDS ON WEBSITE.
- M. CONSIDER APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG).
- N. CONSIDER APPROVAL OF PRECINCT 4 REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO NEW PICKUP TRUCKS, INCLUDING APPROVAL TO FUND PURCHASE FROM ROAD & BRIDGE FUND BALANCE AND INCLUDE ON FUTURE REIMBURSEMENT RESOLUTION.
- O. CONSIDER APPROVAL OF PRECINCT 2 REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE NEW PICKUP TRUCK, INCLUDING APPROVAL TO FUND PURCHASE FROM ROAD & BRIDGE FUND BALANCE AND INCLUDE ON FUTURE REIMBURSEMENT RESOLUTION.
5. CONSIDER ANY/ALL ACTION REGARDING BID #2008-10; "PURCHASE OF EIGHT (8) LAW ENFORCEMENT VEHICLES, WITH TRADE IN OF (6) USED SHERIFF'S DEPARTMENT VEHICLES".
6. CONSIDER ANY/ALL ACTION REGARDING BID #2008-11; "PURCHASE OF ONE (1) PICKUP TRUCK- MAINTENANCE CUSTODIAL".
7. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$10,350,000 "POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2008".
8. CONSIDER APPROVAL OF APPLICATION FOR RURAL VOLUNTEER FIRE DEPARTMENT ASSISTANCE PROGRAM, PURCHASE OF BRUSH TRUCK FOR UNITED COMMUNITY VFD, INC., TO INCLUDE COUNTY'S PAYMENT OF 10% COST SHARE, METHOD OF PAYMENT AND ADVERTISING FOR BIDS FOR SAID PURCHASE.
9. DISCUSS IMPROVEMENT OF CERTAIN ROADS IN BIG THICKET LAKE ESTATES SUBDIVISION, PURSUANT TO TRANSPORTATION CODE, CHAPTER 253 AND TAKE ACTION, IF DEEMED NECESSARY, TO PROCEED WITH SCHEDULING PUBLIC HEARING ON SAID IMPROVEMENT/S.

ADJOURN

By: John P. Thompson, County Judge

Posted: Wednesday, January 2, 2008

John P. Thompson

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 during normal business hours on Wednesday, January 2, 2008 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 Schmitt (Deputy)

FILED FOR RECORD
2008 JAN -2 AM 9:59

Barbara Middleton
POLK COUNTY CLERK



January 8, 2008
Regular Session - 10:00 a.m.

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

ADDENDUM to Posting # 2008-001

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 January 8, 2008 at 10:00 A.M.

AMEND TO ADD;

4. (Consent Agenda)

- P. CONSIDER APPROVAL OF MAINTENANCE AGREEMENT WITH EAST TEXAS COPY SYSTEMS, INC FOR MAINTENANCE OF CERTAIN COPIERS.
- Q. CONSIDER RENEWAL OF AGREEMENT FOR GRAVEL EXCAVATION ON POLK COUNTY SCHOOL LAND IN THROCKMORTON COUNTY (FOR USE ON ROADS LOCATED WITHIN OR ADJACENT TO SCHOOL LANDS).
- R. APPROVAL OF ANNUAL BOND FOR TAX ASSESSOR-COLLECTOR, MARION A. "BID" SMITH.

Commissioners Court of Polk County, Texas

Dated: Friday, January 4, 2008

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, January 4, 2008 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).

FILED FOR RECORD

BARBARA MIDDLETON, COUNTY CLERK

2008 JAN -4 PM 3: 57

BY Andrea Schmidt, Deputy

POLK COUNTY CLERK

***** CORRECTED *****
COMMISSIONERS COURT
AGENDA POSTING #2008 - 001

BE IT REMEMBERED ON THIS THE 8TH DAY OF JANUARY, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,
JAMES J. "Buddy" PURVIS - COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK AND 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 GIVEN BY JOHN MCDOWELL.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:
 - A. LES LeBLANC GAVE COMMENTS REGARDING ITEM #7 OF TODAY'S AGENDA. HE QUESTIONED THE TIME RESTRAINTS ON POSTING NOTICES IN THE NEWS-PAPER FOR CERTIFICATES OF OBLIGATION TO BE ISSUED.

3. INFORMATIONAL REPORTS:
 - A. RAY STELLY, COUNTY AUDITOR REPORTED ON THE ONLINE AUCTION OF PCT #3 EQUIPMENT. BIDS WERE RECEIVED FOR A NET AMOUNT OF \$620,000.00. MR. STELLY ALSO REPORTED HE HAS RECEIVED THE DRAFT OF 2007 AUDIT FROM SANDERSON, KNOX & BELT.
 - B. BARBARA MIDDLETON, COUNTY CLERK & CAROL BAILEY, REPORTED THAT THE COUNTY CLERK'S OFFICE RECEIVED THE "FIVE STAR EXEMPLARY AWARD" DURING THE BUREAU OF VITAL STATISTICS ANNUAL CONFERENCE IN AUSTIN, DECEMBER 9 THROUGH 11th, 2007. THIS IS THE NINTH AWARD RECEIVED BY THEIR OFFICE.
 - C. JEANETTE MONTGOMERY, HUMAN RESOURCES SUPERVISOR REPORTED ON SUPPLEMENTAL INSURANCE BY MIKE DABNEY, JANUARY 24th. A TCDRS RETIREMENT SEMINAR WILL BE HELD ON JANUARY 17, 2008 AT THE OFFICE ANNEX, EMERGENCY MANAGEMENT MEETING ROOM. SHE INFORMED EVERYONE ABOUT NEW EMPLOYEE TIME REPORTING WITH PAYROLL BEGINNING NEXT PAY PERIOD. THERE ARE (3) \ POSITIONS POSTED AT THIS TIME.
 - D. KENNETH HAMMACK, SHERIFF REPORTED ON SHERIFF'S DEPARTMENT ACTIVITY FOR THE MONTH OF DECEMBER & INMATES HOUSED OUTSIDE THE COUNTY.
 - E. COMMISSIONER OVERSTREET REPORTED THAT HE LOST ABOUT (60) ROAD SIGNS DURING THE HOLIDAY. HE WILL GET THEM MADE AND BACK UP AS SOON AS POSSIBLE.

CONSENT AGENDA:

4. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS,
TO APPROVE THE FOLLOWING **AGENDA ITEMS, A THROUGH R**, AS FOLLOWS.
ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETINGS, DECEMBER 11, 2007 (REGULAR SESSION) & DECEMBER 17, 2007 (SPECIAL SESSION).
B. (NO BUDGET REVISIONS PRESENTED).
C. APPROVAL OF BUDGET AMENDMENTS #2008-06 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
D. APPROVAL OF SCHEDULE OF BILLS, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
12/3/07	11,528.00	208398
12/6/07	12,268.56	ACH 97
12/6/07	2,869.26	ACH 98
12/6/07	5,844.98	ACH 99
12/6/07	78,600.31	ACH 100
12/6/07	1,938.00	98470-98540
12/6/07	120.00	98541-98560
12/6/07	156.00	98561-98586
12/6/07	48.00	98587-98594
12/6/07	2,046.00	98595-98677
12/7/07	60,287.94	208566-208601
12/11/07	9,304.08	208602-208608
12/12/07	4,947,675.00	ACH 101
12/13/07	2,973.50	ACH 102
12/13/07	43,568.38	ACH 103
12/13/07	10,312.62	ACH 104
12/13/07	31,018.27	ACH 105
12/13/07	261,032.07	ACH 106
12/13/07	3,220.48	ACH 107
12/13/07	115,318.52	ACH 109
12/13/07	2,654.61	208609-208614
12/14/07	1,427.02	208615-208616
12/17/07	992,100.40	ACH 110
12/17/07	46,265.39	208617-208620
12/18/07	380,000.00	ACH 111
12/18/07	1,477.00	ACH 112
12/18/07	1,477.00	208621
12/19/07	773,654.20	ACH 113
12/20/07	100,236.81	ACH 114
12/20/07	3,090.00	208622
12/20/07	396,879.16	208623-208794
12/20/07	10,107.56	208795-208806
12/21/07	31,042.52	208807-208843
12/26/07	990.00	98678-98734 & 98736 - 98738 (98735 - VOIDED)
12/27/07	2,033,750.00	ACH 115
12/27/07	440,642.00	ACH 116
12/28/07	4,540.56	ACH 117
12/28/07	2,973.50	ACH 118
12/28/07	43,528.24	ACH 119
12/28/07	10,315.14	ACH 120
12/28/07	31,573.17	ACH 121
12/28/07	260,436.56	ACH 122

	3,220.48	ACH 123
12/28/07	2,654.61	208844-208849
DATE	AMOUNT	CHECK #
12/28/07	10,057.03	208850-208865
12/31/07	121,966.04	ACH 124
12/31/07	22,050.50	208866
12/31/07	9,371.70	208867-208870
12/31/07	56,324.18	208871-208872
01/02/08	14,647.42	208873-208878
01/02/08	115,381.56	208879-208964
01/08/08	ADDENDUM	\$ 38,299.06 (To appear on future schedule)
TOTAL	\$11,524,964.33	

- E. APPROVE PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCES AND TO BE REIMBURSED BY THE FY2008 YEAR END ISSUANCE OF AUTHORIZED DEBT. (REIMBURSEMENT RESOLUTION)
(SEE ATTACHED)
- G. APPROVAL OF WORKER'S COMPENSATION RENEWAL DOCUMENT AND RESOLUTION TO INCLUDE COVERAGE FOR RESERVE OFFICERS.
- H. APPROVE FY2008 CONTRACTS WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENT FOR POLK COUNTY AGING SERVICES HOME DELIVERED MEALS, CONGREGATE MEALS AND SENIOR CENTER OPERATIONS. (SEE ATTACHED)
- I. APPROVAL OF AMENDMENT TO THE DEPARTMENT OF AGING AND DISABILITY SERVICES CONTRACT FOR COMMUNITY CARE PROGRAMS HOME DELIVERED MEALS PROGRAM. (SEE ATTACHED)
- J. APPROVAL TO ADVERTISE FOR "PRECINCT 1 PURCHASE OF ONE USED 84" VIBRATOR COMPACTOR ROLLER WITH SHELL KIT AND PUSH BLADE" TO BE PURCHASED FROM ROAD AND BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR YEAR END ISSUANCE OF LEGALLY AUTHORIZED DEBT.
- K. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTY; (PCT 2) LOT 98, BLOCK 1, TWIN HARBORS #3, CAUSE NO. T1200036800.
- L. APPROVE COUNTY CLERK'S REQUEST FOR PROFESSIONAL SERVICE AGREEMENT WITH IDOCKET.COM LLC FOR PLACING COUNTY COURT RECORDS ON WEBSITE.
(SEE ATTACHED)
- M. APPROVE UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG). (SEE ATTACHED)
- N. APPROVAL OF PRECINCT 4 REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO NEW PICKUP TRUCKS, INCLUDING APPROVAL TO FUND PURCHASE FROM ROAD & BRIDGE FUND BALANCE AND INCLUDE ON FUTURE REIMBURSEMENT RESOLUTION.
- O. APPROVE PRECINCT 2 REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE NEW PICKUP TRUCK, INCLUDING APPROVAL TO FUND PURCHASE FROM ROAD & BRIDGE FUND BALANCE AND INCLUDE ON FUTURE REIMBURSEMENT RESOLUTION.
- P. APPROVAL OF MAINTENANCE AGREEMENT WITH EAST TEXAS COPY SYSTEMS, INC FOR MAINTENANCE OF CERTAIN COPIERS. (SEE ATTACHED)
- Q. APPROVE RENEWAL OF AGREEMENT FOR GRAVEL EXCAVATION ON POLK COUNTY SCHOOL LAND IN THROCKMORTON COUNTY (FOR USE ON ROADS LOCATED WITHIN OR ADJACENT TO SCHOOL LANDS).
- R. APPROVAL OF ANNUAL BOND FOR TAX ASSESSOR-COLLECTOR, MARION A. "BID" SMITH.

- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO **AWARD BID #2008-10 "PURCHASE OF EIGHT (8) LAW ENFORCEMENT VEHICLES"** WITH TRADE IN'S OF USED VEHICLES, TO **PHILLPOT FORD - TOYOTA OF NEDERLAND, TEXAS** IN THE **AMOUNT OF \$251,057.00**, WITH DELETION OF DISTRICT ATTORNEY VEHICLE, ADDITION OF CONSTABLE'S PATROL VEHICLE AND FLEXIBILITY TO USE INTERNET FOR SALE OF TRADE-INS.
ALL VOTING YES.
- 6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO "TABLE ITEM #6, REGARDING ACTION ON BID #2008-11, PURCHASE OF ONE (1) PICKUP TRUCK FOR MAINTENANCE CUSTODIAL DEPT).
ALL VOTING YES.
- 7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL OF "ORDER " AUTHORIZING THE **ISSUANCE OF AN AMOUNT NOT TO EXCEED \$10,350,000 "POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2008)**

DISCUSSION.

JUDGE THOMPSON READ ORDER ALOUD.

RECORD VOTES AS FOLLOWS:

ALL IN FAVOR RAISE YOUR RIGHT HAND:
JUDGE THOMPSON
COMMISSIONER RONNIE VINCENT
COMMISSIONER TOMMY OVERSTREET

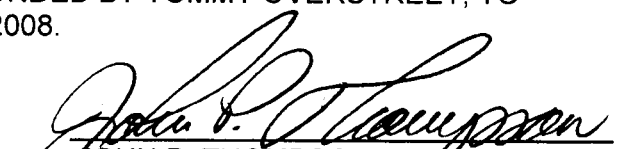
ALL OPPOSED RAISE YOUR LEFT HAND:
COMMISSIONER BOB WILLIS
COMMISSIONER JAMES J. "BUDDY" PURVIS

MOTION CARRIED 3 TO 2
(SEE ATTACHED)

- 8. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE APPLICATION FOR RURAL VOLUNTEER FIRE DEPARTMENT ASSISTANCE PROGRAM, PURCHASE OF BRUSH TRUCK FOR UNITED COMMUNITY VFD, INC., TO INCLUDE COUNTY PAYMENT OF 10% COST SHARE, AMOUNT TO BE PAID FROM GENERAL FUND AND INCLUDED ON FUTURE REIMBURSEMENT RESOLUTION AND ADVERTISING FOR BIDS FOR SAID PURCHASE.
ALL VOTING YES.
- 9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO TABLE IMPROVEMENT OF CERTAIN ROADS IN BIG THICKET LAKE ESTATES SUBDIVISION, PURSUANT TO TRANSPORTATION CODE, § CHAPTER 253.
ALL VOTING YES.

ADJOURN:

MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 8th DAY OF JANUARY, 2008.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST: 

BARBARA MIDDLETON, COUNTY CLERK
C:\Barbara M\COMMCRT.2007\JAN 08.2008.wpd

IR
1/8/08

Polk County Sheriff's Office December Totals 2007

Total Phone Calls Logged	22,926
Total Radio Calls Logged	20,591
Total Miles Patroled	84,333
Calls Dispatched to Field Deputies	1,308
Alarm Calls	97
Funeral Escorts	18
Number of Units Used on Funerals	54
Number of Hours Spent on Funerals	60.5
Total Offense Reports Filed	282
Total Mental Commitments	14
Total Sheriff's Office Sales	1
Total Traffic Warnings Served	54
Total Citations Issued	77
Total Bond Processed and/or Approved	148
Total Warrants Served	240
Total Mental Transports	8
Total Livestock Calls	66
Total Hours Spent on Mental Standby	54
Total Civil Papers Received	153
Total Civil Papers Served	100
Total Civil Papers Returned	23
Illegal Dumping	6
Juvenile Transports	15
Building Checks	467
Extra Patrols	827
Total Writs Served	5
Sex Offenders Registered	29

Sheriff's Monthly 911 Reports	3,937
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	201
Inmates Released	209
Total Females Booked-In	53
Total Males Booked-In	148
Daily Inmate Average	92.83
Average Book-Ins Per Day	6.48
Total Food Cost	\$9,820.58
Total Meals Served	8,826
Cost Per Meal	\$1.11
Total Inmates Transported to TDC	8
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	3
Total Inmates Transported to SAPF	4
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	9
Total Inmates Days Housed Outside	625
Cost of Inmates Days Housed Outside	\$13,634.80

Sheriff's Office Warrants Officers Report
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Misdemeanors Served	111
Misdemeanors Recalled	56
Felonies Served	71
Felonies Recalled	2
Letters Mailed	34
Letters Mailed on other Agencies	140

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	80.00-
015 ROAD & BRIDGE ADM	31,500.00
051 AGING	16,037.60

#2008-06(A)

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Ray Stealy

John P. Thompson

01/10/2008 11:19:29

REPORT OF GENERAL LEDGER AMENDMENTS

GELL22 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-330-512	SCAAP (FED ASST-ALI	01/09/2008	2K8A06	.00	5,631.00-	5,631.00-	SCAAP 2007 GRANT	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES				
2008 010-342-404	ELECTION EXPENSE R	01/09/2008	2K8A06	7,500.00-	9,091.69-	1,591.69-	LIVINGSTON ISD REIMBURSEMENT	SD
2008 010-342-900	MISCELLANEOUS REVE	01/09/2008	2K8A06	26,121.56-	26,371.56-	250.00-	EMPLOYEE BANQUET DONATION	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		1,841.69-		
2008 010-401-352	CONTINGENCIES	01/09/2008	2K8A06	33,269.00	33,519.00	250.00	EMPLOYEE BANQUET DONATION	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		250.00		
2008 010-403-484	ELECTION EXPENSE	01/09/2008	2K8A06	60,000.00	61,591.69	1,591.69	LIVINGSTON ISD REIMBURSEMENT	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		1,591.69		
2008 010-511-427	TRAVEL/TRAINING	01/09/2008	2K8A06	2,500.00	2,460.00	40.00-	REIMB AGING FOR FOOD FOR TR SD	SD
2008 010-511-427	TRAVEL/TRAINING	01/09/2008	2K8A06	2,460.00	2,420.00	40.00-	REIMB AGING FOR FOOD FOR TR SD	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		80.00-		
2008 010-512-440	CONTRACT-INMATE HO	01/09/2008	2K8A06	330,000.00	335,631.00	5,631.00	2007 SCAAP GRANT	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		5,631.00		
2008 015-342-623	R & B PCT 3 REIMB	01/09/2008	2K8A06	.00	225.00-	225.00-	TAC REIMB	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		225.00-		
2008 015-369-200	CULVERT/MATERIAL R	01/09/2008	2K8A06	14,370.90-	22,992.66-	8,621.76-	REIMB FOR MAT. CITY OF ONALA SD	SD
2008 015-369-200	CULVERT/MATERIAL R	01/09/2008	2K8A06	22,992.66-	23,220.66-	228.00-	REIMB FOR MAT. CITY OF ONALA SD	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		8,849.76-		
2008 015-622-339	CONSTRUCTION CONTR	01/09/2008	2K8A06	363,487.41	372,109.17	8,621.76	REIMB FOR MAT. CITY OF ONALA SD	SD
2008 015-622-339	CONSTRUCTION CONTR	01/09/2008	2K8A06	372,109.17	372,337.17	228.00	REIMB FOR MAT. CITY OF ONALA SD	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		8,849.76		
2008 015-623-427	TRAVEL/TRAINING	01/09/2008	2K8A06	2,500.00	2,725.00	225.00	TAC REIMB	SD
2008 015-623-573	PCT3 CAPITAL OUTLA	01/09/2008	2K8A06	.00	31,500.00	31,500.00	EQUIP PURCHASE APP IN 9/17/ SD	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		31,725.00		
2008 051-360-150	MISCELLANEOUS REVE	01/09/2008	2K8A06	.00	30.50-	30.50-	REGISTRATION OVERPAY FROMBO SD	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		30.50-		
2008 051-645-333	RAW FOOD	01/09/2008	2K8A06	49,915.20	49,955.20	40.00	REIMB AGING FOR FOOD FOR TR SD	SD
2008 051-645-333	RAW FOOD	01/09/2008	2K8A06	49,955.20	49,995.20	40.00	REIMB AGING FOR FOOD FOR TR SD	SD
2008 051-645-573	CAPITAL OUTLAY	01/09/2008	2K8A06	.00	15,957.60	15,957.60	APPROVED 10/23/07 IN COMM C SD	SD
2008 051-645-573	CAPITAL OUTLAY	01/09/2008	2K8A06	15,957.60	15,988.10	30.50	REGISTRATION OVERPAY FRM BO SD	SD
	TOTAL AMENDMENTS		4	TOTAL CHANGES		16,068.10		

4 (D)

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 12

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	11,528.00
	TOTAL OF ALL FUNDS	11,528.00

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

Assist

RAY STELLY

COUNTY AUDITOR

Debbie Aumont

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,774.80
015	ROAD & BRIDGE ADM	2,269.20
027	SECURITY	89.28
051	AGING	230.64
101	ADULT SUPERVISION	1,249.92
185	CCAP - JUVENILE PROBATION	654.72
TOTAL OF ALL FUNDS		12,268.56

Acct 097

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

RAY STELLY
Ass. COUNTY AUDITOR *[Signature]*

JOHN P. THOMPSON
 COUNTY JUDGE *[Signature]*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,818.30
015	ROAD & BRIDGE ADM	530.70
027	SECURITY	20.88
051	AGING	53.94
101	ADULT SUPERVISION	292.32
185	CCAP - JUVENILE PROBATION	153.12
TOTAL OF ALL FUNDS		2,869.26

AC 11098

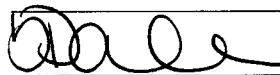
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY
 Asst. COUNTY AUDITOR *[Signature]*
 JOHN P. THOMPSON
 COUNTY JUDGE *[Signature]*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,157.93
015	ROAD & BRIDGE ADM	749.19
027	SECURITY	36.16
051	AGING	35.94
101	ADULT SUPERVISION	654.96
185	CCAP - JUVENILE PROBATION	210.80
TOTAL OF ALL FUNDS		5,844.98

AC#099

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

Asst. RAY STELLY
COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

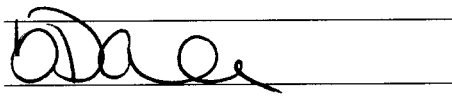
SCHEDULE OF BILLS BY FUND

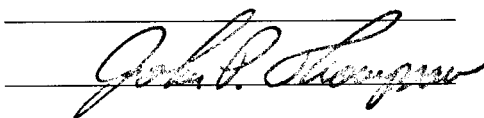
VOL. 54 PAGE 16

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	49,356.52
015	ROAD & BRIDGE ADM	14,869.86
027	SECURITY	578.36
051	AGING	1,551.57
101	ADULT SUPERVISION	7,948.32
185	CCAP - JUVENILE PROBATION	4,295.68
TOTAL OF ALL FUNDS		78,600.31

ACH 100

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	1,944.00
TOTAL OF ALL FUNDS	1,944.00

CR # 98537 Voided and money sent by ACIT

1,938.⁰⁰

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

0887, RAY STELLY COUNTY AUDITOR [Signature]

JOHN P. THOMPSON COUNTY JUDGE [Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	120.00

TOTAL OF ALL FUNDS	120.00

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

RAY STELLY

Assl.

COUNTY AUDITOR

Wale

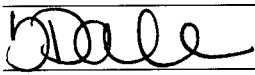
JOHN P. THOMPSON

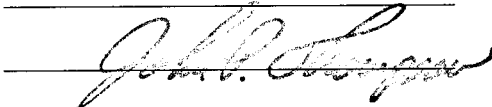
COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	156.00
TOTAL OF ALL FUNDS	156.00

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

RAY STELLY
Asst. COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	48.00

TOTAL OF ALL FUNDS	48.00

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

RAY STELLY

Asst.

COUNTY AUDITOR

Boale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

2,064.00

TOTAL OF ALL FUNDS

2,064.00

*CK # 98674 voided
& money sent by ACH.
2046.00*

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

RAY STELLY

ast

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

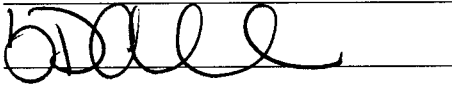
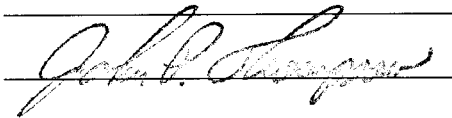
COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	39,864.51
013	JP JUSTICE COURT TECHNOLOGY	65.95
015	ROAD & BRIDGE ADM	1,432.55
027	SECURITY	151.26
040	LAW LIBRARY FUND	50.50
051	AGING	1,187.77
061	DEBT SERVICE FUND	17,421.40
093	CO CLERK RECORDS MGMT FUND	114.00
TOTAL OF ALL FUNDS		60,287.94

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

Asst. RAY STELLY
 COUNTY AUDITOR 
 JOHN P. THOMPSON
 COUNTY JUDGE 

 COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	9,304.08

TOTAL OF ALL FUNDS	9,304.08

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

Asst.
RAY STELLY _____
COUNTY AUDITOR *[Signature]*
JOHN P. THOMPSON _____
COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 24

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	4,947,675.00
	TOTAL OF ALL FUNDS	4,947,675.00

ACH 101

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

Asst. RAY STELLY
COUNTY AUDITOR

Dale

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,194.37
185	CCAP - JUVENILE PROBATION	779.13
TOTAL OF ALL FUNDS		2,973.50

AC-11102

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

Asst RAY STELLY _____
 COUNTY AUDITOR *[Signature]* _____
 JOHN P. THOMPSON _____
 COUNTY JUDGE *[Signature]* _____

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,456.46
015	ROAD & BRIDGE ADM	6,675.88
027	SECURITY	187.08
051	AGING	618.68
101	ADULT SUPERVISION	4,550.44
185	CCAP - JUVENILE PROBATION	2,079.84
TOTAL OF ALL FUNDS		43,568.38

ACH 10/3

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

RAY STELLY
 Assst. COUNTY AUDITOR [Signature]
 JOHN P. THOMPSON [Signature]
 COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7,012.16
015 ROAD & BRIDGE ADM	1,561.36
027 SECURITY	43.76
051 AGING	144.70
101 ADULT SUPERVISION	1,064.22
185 CCAP - JUVENILE PROBATION	486.42

TOTAL OF ALL FUNDS	10,312.62

ACH 10/4

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

RAY STELLY _____
Asst. COUNTY AUDITOR *Stelly*

JOHN P. THOMPSON _____
 COUNTY JUDGE *J.P. Thompson*

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 28

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	21,854.67
015	ROAD & BRIDGE ADM	4,044.14
027	SECURITY	87.32
051	AGING	265.47
101	ADULT SUPERVISION	3,307.21
185	CCAP - JUVENILE PROBATION	1,459.46
TOTAL OF ALL FUNDS		31,018.27

ACH105

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

Asst. RAY STELLY
COUNTY AUDITOR [Signature]

JOHN P. THOMPSON
COUNTY JUDGE [Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	178,438.84
015	ROAD & BRIDGE ADM	40,061.55
027	SECURITY	1,139.79
051	AGING	3,991.00
101	ADULT SUPERVISION	25,518.03
185	CCAP - JUVENILE PROBATION	11,882.86
TOTAL OF ALL FUNDS		261,032.07

AC 11/10/06

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

RAY STELLY
asst. COUNTY AUDITOR *bDale*

JOHN P. THOMPSON
 COUNTY JUDGE *John Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,802.03
015	ROAD & BRIDGE ADM	418.45
TOTAL OF ALL FUNDS		3,220.48

Acct 107

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

Asst. RAY STELLY
 COUNTY AUDITOR [Signature]

JOHN P. THOMPSON
 COUNTY JUDGE [Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	115,318.52

TOTAL OF ALL FUNDS	115,318.52

AC 11/09

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

RAY STELLY _____
ast COUNTY AUDITOR *[Signature]*
 JOHN P. THOMPSON _____
 COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,919.61
015	ROAD & BRIDGE ADM	675.00
027	SECURITY	60.00
TOTAL OF ALL FUNDS		2,654.61

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

RAY STELLY

ISS.

COUNTY AUDITOR

Stally

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,427.02

TOTAL OF ALL FUNDS	1,427.02

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

RAY STELLY
Asst. COUNTY AUDITOR *Ray Stelly*

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


SCHEDULE OF BILLS BY FUND

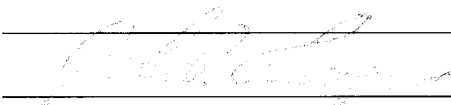
V.L. 54 PAGE 34

Ac 11/10

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	992,100.40
	TOTAL OF ALL FUNDS	992,100.40

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

RAY STELLY
Asst. COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	46,265.39

TOTAL OF ALL FUNDS	46,265.39

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

RAY STELLY _____
Asst. COUNTY AUDITOR *5 Dale* _____
JOHN P. THOMPSON _____
COUNTY JUDGE *John P. Thompson* _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	40,000.00
015	ROAD & BRIDGE ADM	20,000.00
061	DEBT SERVICE FUND	320,000.00
TOTAL OF ALL FUNDS		380,000.00

ACH 111

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

RAY STELLY
Asst. COUNTY AUDITOR *Deborah DeLoe*
 JOHN P. THOMPSON _____
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

AC # 112

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	1,477.00

TOTAL OF ALL FUNDS	1,477.00

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

RAY STELLY

Ass.

COUNTY AUDITOR

Debra DeLoe


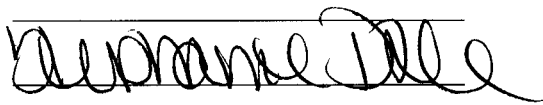
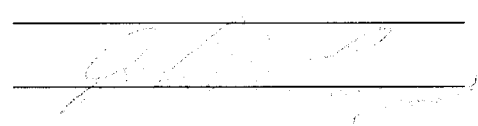
JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
090	DRUG FORFEITURE FUND	1,477.00
	TOTAL OF ALL FUNDS	1,477.00

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

RAY STELLY
 COUNTY AUDITOR 
JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

ACH 11/30

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	773,654.20

TOTAL OF ALL FUNDS	773,654.20

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

RAY STELLY _____
Asst. COUNTY AUDITOR *Stelly* _____
 JOHN P. THOMPSON _____
 COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	100,236.81
	TOTAL OF ALL FUNDS	100,236.81

ACH 114

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

RAY STELLY
ASST. COUNTY AUDITOR *[Signature]*

JOHN P. THOMPSON
 COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	3,090.00
	TOTAL OF ALL FUNDS	3,090.00

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

RAY STELLY
COUNTY AUDITOR *ASL* BDale
JOHN P. THOMPSON _____
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	313,733.71
013	JP JUSTICE COURT TECHNOLOGY	13.98
015	ROAD & BRIDGE ADM	79,930.04
040	LAW LIBRARY FUND	462.10
051	AGING	2,102.58
088	JUDICIARY FUND	486.75
093	CO CLERK RECORDS MGMT FUND	150.00
TOTAL OF ALL FUNDS		396,879.16

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

RAY STELLY

ASST. COUNTY AUDITOR

[Handwritten Signature]

JOHN P. THOMPSON

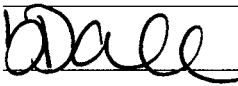
COUNTY JUDGE

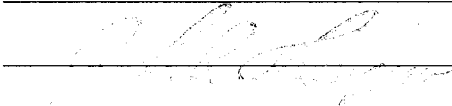
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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	10,107.56

TOTAL OF ALL FUNDS	10,107.56

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

RAY STELLY
ASSL COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 44

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	28,800.72
015	ROAD & BRIDGE ADM	885.63
049	DISTRICT ATTY HOT CHECK FUND	145.64
051	AGING	866.72
093	CO CLERK RECORDS MGMT FUND	343.81
TOTAL OF ALL FUNDS		31,042.52

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

Asst. RAY STELLY
COUNTY AUDITOR Deborah Dill

JOHN P. THOMPSON _____

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,002.00
TOTAL OF ALL FUNDS	1,002.00

*VOID CK # 98 735 Sent
PAYMENT BY ACH.*

990.00

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

RAY STELLY
Asst. COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	2,033,750.00
	TOTAL OF ALL FUNDS	2,033,750.00

ACIF 115

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dale
JOHN P. THOMPSON [Signature]
COUNTY JUDGE [Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	440,642.00

TOTAL OF ALL FUNDS	440,642.00

Act 116

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

RAY STELLY
Asst. COUNTY AUDITOR *Bernie De*
 JOHN P. THOMPSON _____
 COUNTY JUDGE *[Signature]*

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	4,540.56

	TOTAL OF ALL FUNDS	4,540.56

ACH 117

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

RAY STELLY

Asst.

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

AC 118

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	2,194.37
185 CCAP - JUVENILE PROBATION	779.13

TOTAL OF ALL FUNDS	2,973.50

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

RAY STELLY

Asst.

COUNTY AUDITOR

Dale

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,151.12
015	ROAD & BRIDGE ADM	6,518.38
027	SECURITY	190.50
051	AGING	632.46
101	ADULT SUPERVISION	4,955.54
185	CCAP - JUVENILE PROBATION	2,080.24
TOTAL OF ALL FUNDS		43,528.24

AC 11/19

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

RAY STELLY

 ASST. COUNTY AUDITOR *RDale*

 JOHN P. THOMPSON

 COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,952.66
015	ROAD & BRIDGE ADM	1,524.56
027	SECURITY	44.54
051	AGING	147.92
101	ADULT SUPERVISION	1,158.94
185	CCAP - JUVENILE PROBATION	486.52
TOTAL OF ALL FUNDS		10,315.14

ACH 1/20

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

RAY STELLY
Asst. COUNTY AUDITOR *W. Dale*

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	21,365.19
015	ROAD & BRIDGE ADM	3,905.43
027	SECURITY	87.32
051	AGING	275.81
101	ADULT SUPERVISION	4,479.96
185	CCAP - JUVENILE PROBATION	1,459.46
TOTAL OF ALL FUNDS		31,573.17

ACH 1/21

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

RAY STELLY
Ass. COUNTY AUDITOR *W Dale*
JOHN P. THOMPSON
COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	176,934.47
015	ROAD & BRIDGE ADM	39,116.42
027	SECURITY	1,163.26
051	AGING	4,075.47
101	ADULT SUPERVISION	27,261.27
185	CCAP - JUVENILE PROBATION	11,885.67
TOTAL OF ALL FUNDS		260,436.56

ACCT 122

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

RAY STELLY

Assl.

COUNTY AUDITOR

bDae

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]



ACH 123

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,802.03
015	ROAD & BRIDGE ADM	418.45

	TOTAL OF ALL FUNDS	3,220.48

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

RAY STELLY

Asst.

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,919.61
015	ROAD & BRIDGE ADM	675.00
027	SECURITY	60.00
TOTAL OF ALL FUNDS		2,654.61

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

RAY STELLY
Asst. COUNTY AUDITOR *Stally*

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,017.73
015	ROAD & BRIDGE ADM	1,579.20
027	SECURITY	27.00
051	AGING	433.10

	TOTAL OF ALL FUNDS	10,057.03

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

RAY STELLY
Asst. COUNTY AUDITOR *[Signature]*
 JOHN P. THOMPSON _____
 COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	81,790.13
015	ROAD & BRIDGE ADM	18,685.82
027	SECURITY	554.17
051	AGING	1,758.70
101	ADULT SUPERVISION	13,347.95
185	CCAP - JUVENILE PROBATION	5,829.27
TOTAL OF ALL FUNDS		121,966.04

ACT 124

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

RAY STELLY _____
Ass. COUNTY AUDITOR *ODale*
 JOHN P. THOMPSON _____
 COUNTY JUDGE *J. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	22,050.50
	TOTAL OF ALL FUNDS	22,050.50

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

RAY STELLY
Asst. COUNTY AUDITOR *Dale*
JOHN P. THOMPSON _____
COUNTY JUDGE *[Signature]*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,948.09
015	ROAD & BRIDGE ADM	1,607.96
027	SECURITY	17.66
051	AGING	54.90
185	CCAP - JUVENILE PROBATION	743.09
TOTAL OF ALL FUNDS		9,371.70

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

RAY STELLY
Ass. COUNTY AUDITOR *W. Dale*

JOHN P. THOMPSON
COUNTY JUDGE *[Signature]*

SCHEDULE OF BILLS BY FUND

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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	34,194.69
015	ROAD & BRIDGE ADM	19,551.97
027	SECURITY	85.38
048	DISTRICT ATTY SPECIAL FUND	179.04
051	AGING	640.02
101	ADULT SUPERVISION	716.30
185	CCAP - JUVENILE PROBATION	956.78
TOTAL OF ALL FUNDS		56,324.18

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

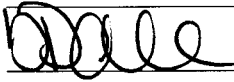
RAY STELLY
Ray Stelly COUNTY AUDITOR *[Signature]*
JOHN P. THOMPSON
COUNTY JUDGE *[Signature]*

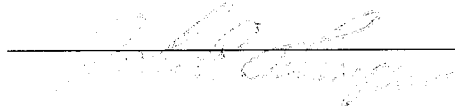
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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14,431.42
051 AGING	216.00

TOTAL OF ALL FUNDS	14,647.42

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

RAY STELLY
COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	67,920.98
011	HOTEL OCCUPANCY TAX FUND	8,261.72
015	ROAD & BRIDGE ADM	32,991.20
020	CONSTRUCTION FUND	2,450.00
040	LAW LIBRARY FUND	733.72
051	AGING	1,703.89
056	SHERIFF-COMMISSARY FUNDS	1,122.00
088	JUDICIARY FUND	198.05
TOTAL OF ALL FUNDS		115,381.56

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

RAY STELLY
 Ass't. COUNTY AUDITOR Stelly

JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

ADDENDUM
SCHEDULE OF BILLS FOR
January 8, 2008
FY 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ADVANCED LAW ENFORCEMENT TRAINING		SECURITY	027-580-427	\$ 995.00
BROTTLUND & BROWN TIRE	TIRE REPAIR	R&B #3	015-623-354	\$ 25.00
NEIL CHAIN	TAX REFUND	TAX OFFICE	010-310-110	\$ 2,072.86
D P SOLUTIONS INC	OFFICE EQUIPMENT	TAX OFFICE	010-499-484	\$ 997.00
EAST TEXAS ASPHALT	ROAD MATERIALS	R&B #2	015-622-339	\$ 15,082.57
EAST TEXAS ASPHALT	ROAD MATERIALS	R&B #3	015-623-339	\$ 18,177.14
EAST TEXAS COPY SYSTEM	SERVICE AGREEMENT	DPS	010-409-331	\$ 780.00
GEORGE'S GARAGE	REPAIR	R&B #3	015-623-456	\$ 769.49
TOTAL				<u>\$ 38,299.06</u>

John H. Thompson

COPY #4CE

December 12, 2007 - January 8, 2008

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	FRANCES ANN ABLES	DISTRICT CLERK	902 OFFICE MANAGER	REGULAR FULL-TIME	17/02 \$27,915.47	RETIREMENT EFFECTIVE 01/31/2008
(2)	KRYSTAL DAWN CHATMAN	SHERIFF	1043 TELECOMMUNICATION OPERATOR	LABOR POOL (-900)	14/01 \$11.32/HR	SEPARATION EFFECTIVE 12/12/2007
(3)	GLENN L. DAVIS	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL (-900)	12/01 \$10.28/HR	SEPARATION EFFECTIVE 12/11/2007
(4)	PAMELA LEIGH PRESLEY	COUNTY CLERK	106 COURT CLERK	REGULAR FULL-TIME	14/03 \$24,723.30	RESIGNATION EFFECTIVE 12/28/2007
(5)	LYNN CLAMON	R&B PCT. 3	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/02 \$26,587.18	RETIREMENT EFFECTIVE 01/31/2008
(6)	KATHRYN ANN MARTIN	COUNTY CLERK	106 COURT CLERK	REGULAR FULL-TIME	14/03 \$24,723.30	EMERGENCY RE-HIRE EFFECTIVE 01/07/2008
(7)	JORGE VALLEJO	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/02 \$24,123.42	RESIGNATION EFFECTIVE 12/27/2007
(8)	PEGGY JEAN HARRISON	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/01 \$11.32/HR	RECLASSIFICATION FROM LABOR POOL (-900) TO REG FULL-TIME, 14/01, \$23,544.98
(9)	KEVIN JAMISON MORGAN	MAINTENANCE CUSTODIAL	803 CUSTODIAL/MAINTENANCE WORKER	REGULAR FULL-TIME	09/01 \$18,488.91	MERIT INCREASE TO 09/02, \$18,938.82 EFFECTIVE 12/24/2007
(10)	CLYDE HAYNES	MAINTENANCE CUSTODIAL	803 CUSTODIAL/MAINTENANCE WORKER	REGULAR FULL-TIME	09/02 \$18,938.82	MERIT INCREASE TO 09/03, \$19,410.14 EFFECTIVE 12/24/2007
(11)	SARAH ELIZABETH PERKINS	JP#4	106 COURT CLERK	REGULAR FULL-TIME	14/01 \$23,544.98	MERIT INCREASE TO 14/03, \$24,723.30 EFFECTIVE 12/24/2007
(12)						
(13)						
(14)						
(15)						
(17)						
(18)						
(19)						
(20)						
(21)						

A(F.)

REIMBURSEMENT RESOLUTION
CAPITAL OUTLAY PURCHASES
JANUARY 08, 2008
FY 2008

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COMPANY NAME	DESCRIPTION	DEPARTMENT	AMOUNT	COURT DATE
ARMOND FISHER ARCH. INC	OFFICE ANNEX	MAINT ENG	\$ 5,000.00	10/24/2006
AUTOMATED BUSINESS SYS.	OFFICE EQUIPMENT	DATA PROCES	\$ 2,890.00	10/9/2007
BOUNDS AUTOPLEX	VEHICLE	AGING	\$ 15,957.60	10/23/2007
DAVIS & BROWN CONST. INC	BRIDGE & CULVERT	R&B#3	\$ 18,681.00	10/9/2007
DAVIS & BROWN CONST. INC	BRIDGE & CULVERT	R&B#3	\$ 12,771.00	10/9/2007
D P SOLUTIONS INC	OFFICE EQUIPMENT	DATA PROCES	\$ 19,397.00	10/9/2007
D P SOLUTIONS INC	OFFICE EQUIPMENT	DATA PROCES	\$ 1,419.00	10/9/2007
GABRIEL JORDAN INC	VEHICLE	MAINT ENG	\$ 23,979.00	10/23/2007
STORY WRIGHT OFFICE PROJ	OFFICE EQUIPMENT	DATA PROCES	\$ 1,424.99	10/9/2007
TECH DEPOT	OFFICE EQUIPMENT	DATA PROCES	\$ 30,779.23	10/9/2007
VERIZON WIRELESS	BROADBAND ACCESS	SHERIFF DEPT	\$ 389.26	10/9/2007
TOTAL			\$ 132,688.10	

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DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS
COUNTY OF JASPER

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; HHS regulations on Administration of Grants; Title 45 CFR, Part 74; Title 45 CFR, Part 92; Title 45 CFR, Part 1321, et seq.; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disabilities Services (DADS) and Area Agencies on Aging (AAA) Rules as published in the Texas Administrative Code (TAC) under Chapters 80, 81, 83 and 84 (Title 40 Part I, Texas Administrative Code); and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Deep East Texas Council of Governments**, hereinafter referred to as AGENCY, and **Polk County Government**, hereinafter referred to as CONTRACTOR. Whereas the State of Texas, acting through the Texas Department of Aging and Disability Services (DADS), has designated the Deep East Texas Council of Governments to act as the area agency on aging (AAA), to be known as the Deep East Texas Area Agency on Aging; and whereas the DETAAA is the designated authority by Texas Department of Aging and Disability Services to administer OAA funds, the AGENCY and the CONTRACTOR hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2007, and end on September 30, 2008.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by the AGENCY of an amended budget.

VI. SCOPE OF SERVICES

The CONTRACTOR agrees to provide the services and activities set out in CONTRACTOR'S approved Budget and Service Delivery/Operational Plan, incorporated by reference into this Agreement as set forth fully herein. (see ATTACHMENT C – SCOPE OF SERVICES)

Allocation of funds to specific service areas will be identified and approved by the AGENCY. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval. Upon approval of any subsequent budget, a copy shall be attached hereto and made a part hereof for all purposes.

VII. TARGETING

The CONTRACTOR shall, in accordance with 42 U.S.C. Section 3026, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals residing in rural areas; (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas); (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas); (4) older individuals with severe disabilities; (5) older individuals with limited English proficiency; (6) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (7) older individuals at risk for institutional placement.

VIII. PERFORMANCE MEASURES

The CONTRACTOR shall meet performance measures approved by the department and all approved performance measure projections, including any amendments. Approval by AGENCY of the CONTRACTOR'S performance measures shall be in accordance with the requirements defined in the *Established Performance Measures Projections Manual* developed by DADS.

IX. FUNDING OBLIGATIONS

The CONTRACTOR acknowledges that the AGENCY'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, **is limited to monies received from the Texas Department of Aging and Disability Services (DADS), the State of Texas, and any other originating funding source.**

The AGENCY shall not be liable to the CONTRACTOR for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the CONTRACTOR'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the CONTRACTOR for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Part 74 and 92, as amended, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the AGENCY.

The AGENCY shall not be liable to the CONTRACTOR for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the AGENCY rules, Uniform Grant Management Standards, or this contract.

X. COMPENSATION

The AGENCY agrees to make payment to the CONTRACTOR in the amounts and upon the terms and provisions as set forth in the CONTRACTOR's budget, and all attachments to this contract, and the CONTRACTOR agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests and quarterly fiscal and programmatic reports.

The AGENCY will pay the CONTRACTOR on a reimbursement basis for services rendered. The CONTRACTOR may not subcontract or purchase services under an "at risk" unit rate or reimbursement methodology without the approval of the AGENCY. **Reimbursement, using OAA and other DADS funds, for services provided by the CONTRACTOR shall not exceed the available OAA and other DADS funds awarded by the DADS to the AGENCY and shown in the approved budget.**

XI. PAYMENT METHODOLOGY

The AGENCY has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section VIII, COMPENSATION, until the CONTRACTOR has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, the AGENCY will remit funds to the CONTRACTOR subject to the appropriate administrative procedures and contingent upon receipt of funds by the AGENCY from the DADS, State of Texas and/or other funding sources.

The CONTRACTOR shall report eligible units of service and actual allowable expenses to the AGENCY in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by the AGENCY.

Final payment shall be based on the information contained in the reimbursement system 60 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination

XII. REPORTING REQUIREMENTS

The CONTRACTOR agrees to submit all required fiscal and programmatic reports in accordance with the report due dates established by the AGENCY. The CONTRACTOR agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by the AGENCY. All fiscal and program reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

The CONTRACTOR shall complete and submit to the AGENCY, all requests for funds on an AGENCY prescribed form in accordance with the rules and policies of the AGENCY. A final program report shall be submitted to the AGENCY on or before the date established by the AGENCY with not less than 45 days advance notice to the CONTRACTOR. The total of all program

reports including the final program report shall support and be reconciled to all funds received during the contract period. **Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted.**

XIII. MATCH REQUIREMENTS

The CONTRACTOR shall provide a minimum match for the project, as required by the OAA, as amended, and shall assure total match for services is sufficient to meet the requirements of the OAA, as amended, and the DADS rules.

Match shall be in the form of cash except where specific in-kind and/or third party contributions have been approved by the AGENCY. All match contributions shall be expended for goods and services necessary for and specifically identifiable to the CONTRACTOR'S Service Delivery/Operational Plan.

Match shall conform to the OAA regulations, Code of Federal Regulations, Title 45, Part 74 and Part 92 and DADS rules regarding match requirements or as required in requests for proposals issued by AGENCY.

XIV. PROGRAM INCOME

Program income contributions shall be administered in accordance with 40 TAC §83.2(1), UGMS Subpart C ____. 25 and all applicable DADS Rules. The CONTRACTOR shall use all program income and participant contributions collected to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to the DADS Rules and Regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by the CONTRACTOR in accordance with the DADS Rules and Regulations. (**Attachment D – Procedures for Handling Client Donations**)

Program income collected by AGENCY shall be handled in accordance with the DADS Rules and Regulations.

Program income collected by AGENCY shall consist only of those funds specifically provided by, or on behalf of, a program participant and directly attributable to the service provided.

XV. CONTRIBUTION POLICY

The CONTRACTOR shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services **while protecting the individual's privacy**. The CONTRACTOR shall safeguard and account for such contributions as outlined in **Attachment D – Procedures for Handling Client Donations**. All client contributions will be used to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and

all other records relating to its performance of this contract. The CONTRACTOR shall use any and all standard forms promulgated by the AGENCY, as applicable. Use of said forms shall not be required less than 30 days following issuance of the form, but earlier use is encouraged.

All of the aforesaid records shall be made available, with reasonable notice, at the CONTRACTOR'S office, and shall be maintained for at least five (5) years after the termination of this agreement, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site CONTRACTORS may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

The CONTRACTOR shall give the AGENCY, the DADS, the AoA, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. The CONTRACTOR shall include the substance of this provision in all subcontracts.

The CONTRACTOR agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the AGENCY directly under this contract. The CONTRACTOR understands acceptance of funds directly under this contract acts as acceptance of the authority of the State Auditor's Office, the AGENCY, or any successor agency, to conduct an audit or investigation in connection with those funds. The CONTRACTOR further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

XVIII. MONITORING

The AGENCY shall conduct both program and financial monitoring, either on-site, desk review or both, of CONTRACTOR on a systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

If required because the CONTRACTOR exceeded federal and/or state expenditure threshold of \$500,00000 the CONTRACTOR shall submit a copy of an annual audit of the CONTRACTOR, performed by an independent certified public accounting firm within nine months after the end of the CONTRACTOR's fiscal year, to the AGENCY. The audit shall cover the CONTRACTOR'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by the AGENCY or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133 Audits of States, Local

Governments, and Nonprofit Organizations; and UGMS.

The CONTRACTOR understands and agrees the CONTRACTOR shall be liable to the AGENCY for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a AGENCY program shall be resolved within one hundred eighty (180) days following receipt of the CONTRACTOR's audit by the AGENCY, otherwise disallowance of questioned costs shall be implemented, and the CONTRACTOR shall be liable to the AGENCY for such disallowed costs.

The CONTRACTOR shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

If CONTRACTOR is not required to submit an audit in compliance with the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Nonprofit Organizations; and UGMS, the AGENCY may require the CONTRACTOR to submit a Program Specific Audit. This Program Specific Audit will be submitted to the AGENCY within 30 days of receipt of the completed audit by the CONTRACTOR.

XX. IDENTIFICATION OF HIGH RISK

The AGENCY may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12, Office of Budget and Management Circular A-110, Subpart B, paragraph .14, and DADS policies. The AGENCY may inform the CONTRACTOR of the identification as high risk in writing. The AGENCY may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk, and any special conditions of restrictions. The identification as high risk may remain in effect until AGENCY determines the CONTRACTOR has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by the AGENCY or its agents disclose deficiencies in the operation of the CONTRACTOR supported under provisions of this contract, the AGENCY shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties in accordance with 40 TAC §81.13.

The AGENCY or CONTRACTOR may elect to terminate this contract upon ten (10) days written notice from the terminating party to the other party. The CONTRACTOR, upon notification of termination, shall have the right to appeal such termination following procedures outlined in DADS rules.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to the AGENCY from the DADS and/or AOA or the State of Texas;
- b. Failure of the CONTRACTOR to comply with any or all of the terms and conditions of this contract and any attachments thereto; or

c. Mutual agreement between the AGENCY and the CONTRACTOR.

In the event of termination, the CONTRACTOR shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to the AGENCY within fifteen calendar days after date of termination. The AGENCY shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, the AGENCY may require the CONTRACTOR to transfer title and deliver to the AGENCY or to another authorized contractor any property acquired by Federal or state funds or assigned to the CONTRACTOR by the AGENCY for the purposes of this contract.

The CONTRACTOR may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and the AGENCY shall make no recovery. The AGENCY shall provide instructions to the CONTRACTOR regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If the CONTRACTOR has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if the CONTRACTOR has received funds in excess of those actually earned, the AGENCY may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. ASSURANCES (Attachment A)

The CONTRACTOR hereby provides all assurances required by law as set forth in Attachment A of this contract. All assurances and certifications contained in Attachment A are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. The CONTRACTOR must certify compliance with assurances and certifications will be accomplished.

The CONTRACTOR shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject the CONTRACTOR to penalties, disallowance of funds, and other action, up to and including termination.

XXIV. DEBARMENT & SUSPENSION (Attachment B)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 45CFR Part 92.35, for prospective participants in Federal assistance programs:

The CONTRACTOR certifies Attachment B to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

The CONTRACTOR also agrees by signing and submitting Attachment B, that it will include, without modification, the clause "Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions and

in all solicitations for lower tier covered transactions in accordance with 45 CFR 76.

XXV. LIABILITY TO THIRD PARTIES

The AGENCY does not assume any liability to third persons, nor will the AGENCY reimburse the CONTRACTOR for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract.

The CONTRACTOR shall give the AGENCY or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against the CONTRACTOR arising out of the performance of this contract.

The CONTRACTOR shall furnish immediately to the AGENCY copies of all pertinent papers received by the CONTRACTOR in connection with any such suit, action or claim. The AGENCY shall have the option to intervene in such actions to represent the AGENCY's interest.

XXVI. CODE OF CONDUCT

The CONTRACTOR shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

The CONTRACTOR's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of the CONTRACTOR and no other public official or officer or member of the Board of the CONTRACTOR who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVII. GOVERNANCE

A. CRITERION

The CONTRACTOR shall be an eligible organization and shall be governed by a board, which represents the planning and service area (PSA) served. The board, if not otherwise covered in Statutes, law or regulations, shall consist of members pursuant to rules established by the DADS regarding such matters. The board shall function fully and effectively in its fiduciary role.

B. REQUIREMENTS

1. ELIGIBILITY

The CONTRACTOR will be designated by the AGENCY in accordance with the requirements of the OAA, as amended. If the CONTRACTOR is a private nonprofit entity, it

shall apply for and maintain 501(C)(3) or 501(C)(4) of the U. S. Tax Code.

2. **GOVERNING BODY**

a. **FUNCTIONS AND RESPONSIBILITIES**

The CONTRACTOR's board shall describe its functions in bylaws and carry them out as indicated so as to respond to the overall environment, the planning and service area, and intervention for problems.

MEETINGS, RECORDS AND ACTIVITY - The board shall hold regular meetings and keep adequate records that indicate active participation by all or most members in the full range of functions and a fair and equitable decision making process.

GENERAL POLICIES - The board shall establish general policies, including personnel and fiscal policies, for the conduct of the CONTRACTOR.

FINANCIAL VIABILITY - The board or its appropriate committee shall control major resource decisions and monitor financial viability by requiring regularly submitted financial reports that also indicate whether there exists a variance from revenue and expenditure projections.

RETENTION AND RECRUITMENT - The board shall establish a long-term plan to ensure a high quality CONTRACTOR staff.

b. **SELECTION OF MEMBERSHIP**

The CONTRACTOR's bylaws shall specify, and the CONTRACTOR's board shall carry out, a process for board member appointments and a process that provides for turnover among members, yet maintains sufficient continuity to ensure familiarity with issues and effective participation. The bylaws shall also provide for regular changes in leadership positions.

c. **CONFLICT OF INTEREST**

The bylaws or written corporate policies shall implement provisions that prohibit conflict of interest or the appearance of conflict of interest by personnel, advisory council members, board members, consultants and those who provide services or furnish goods to the CONTRACTOR. No board member shall be an employee of the CONTRACTOR or a subcontractor or be an immediate family member of an employee.

d. **FISCAL MANAGEMENT**

The CONTRACTOR shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. The CONTRACTOR shall also have financial systems to maintain internal controls, ensure proper management of federal funds, maximize non-federal resources and maintain solvency.

The CONTRACTOR shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers and routine financial reports. The internal controls system shall safeguard the CONTRACTOR's assets, produce accurate accounting data, promote efficient operations and encourage adherence to prescribed accounting policies

and procedures. Effective internal control shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks and other security measures.

e. MANAGEMENT PROCESS

The CONTRACTOR shall have procedures in place to ensure communication internally between the Executive/Project Director, other key staff, and the governing Board and externally with local, regional and state leaders and public officials. Management shall establish and implement a process for decision-making and priority setting, efficient and effective oversight of operations and evaluation of staff and programs administered and correction of deficiencies in both areas.

f. DATA SYSTEMS

The CONTRACTOR shall be supported by data systems, whether manual or computerized, that provide adequate information for operational efficiency and decision-making. The CONTRACTOR shall have financial data systems capable of producing expenditure reports, cost center analyses, budget formats and reports as required by, and without additional support from, the AGENCY. The data system shall be able to provide program performance and financial information to reflect the operation and status of the organization to assist the CONTRACTOR in conducting regular data assessment and analysis to determine if the CONTRACTOR is meeting its performance as required under this contract. The CONTRACTOR shall have in place adequate back-up systems, back-up schedules, back-up procedures to prevent the loss or corruption of any and all client, program, and financial data. If applicable, the CONTRACTOR shall implement the security features of all existing software.

The CONTRACTOR shall develop and implement security systems and procedures to safeguard any individually identifiable health information and privacy of all clients. The CONTRACTOR shall have the Department's written approval prior to the acquisition of any computer software program or hardware in excess of \$1,000 for which the CONTRACTOR will request reimbursement from the AGENCY funding.

g. HANDLING INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

1. BACKGROUND - Under this contract, the AGENCY may provide or make available to the CONTRACTOR or the CONTRACTOR may create or receive on behalf of AGENCY certain information that is confidential and must be afforded special treatment and protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The CONTRACTOR will have access to or receive from AGENCY or create or receive on behalf of AGENCY certain individually identifiable health information that can be used or disclosed only in accordance with this Agreement and the security and privacy rules adopted by the U. S. Department of Health and Human Services (HHS) under HIPAA, 45 CFR §§ 164.302 - .318; 164.500 - .534. The CONTRACTOR is a Business Associate as that term is defined for purposes of the HIPAA security and privacy rules, 45 CFR § 160.103.

2. MUTUAL AGREEMENTS BETWEEN THE PARTIES

- a. The AGENCY will provide or make available to the CONTRACTOR or the CONTRACTOR will create or receive on behalf of AGENCY individually identifiable health information regarding clients applying for or receiving services from both AGENCY and the CONTRACTOR.
- b. The CONTRACTOR is prohibited from using or disclosing the individually identifiable health information provided by, made available by, or created or received on behalf of AGENCY for any purpose other than as expressly permitted or required by this contract.
- c. The CONTRACTOR is permitted to use or disclose individually identifiable health information to accomplish the purposes of the contract. To be permissible, the use or disclosure may not violate the HIPAA privacy rules and must be limited to the minimum necessary to accomplish the purpose of the use or disclosure.
- d. Additional purposes for which the CONTRACTOR may use or disclose individually identifiable health information:
 - i. the CONTRACTOR may use the information for proper management and administration or to carry out the CONTRACTOR's legal responsibilities.
 - ii. The CONTRACTOR may disclose the information for proper management and administration or to carry out the CONTRACTOR's legal responsibilities if;

- A the disclosure is required by law; or
- B. the CONTRACTOR obtains the following assurances from the person to whom the information is disclosed:

- (I) that the person will maintain the confidentiality of the information;
- (II) that the person will use or further disclose the information only as required by law or for the purpose it was disclosed to the person; and
- (III) that the person will notify the CONTRACTOR of any breaches of confidentiality.

3. AGREEMENTS BY THE CONTRACTOR

- a. The CONTRACTOR will establish and maintain appropriate safeguards to prevent any use or disclosure of individually identifiable health information, other than as provided for by this contract.
- b. The CONTRACTOR will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintain, or transmits on behalf of AGENCY as required by 45 CFR §§ 164.302-.308.
- c. The CONTRACTOR will immediately report to AGENCY any use or disclosure of individually identifiable health information not provided for or allowed by this contract and any security incident of which it becomes aware.
- d. Anytime the CONTRACTOR provides or makes available individually identifiable

- health information to agency or person, the CONTRACTOR must enter into an agreement with that agency or person that contains the same terms, conditions, and restrictions on the use, disclosure, and security of the information as contained in this agreement.
- e. The CONTRACTOR will make information in a designated records set available to AGENCY, or as directed by AGENCY, to the subject of the information to comply with the requirements under 45 CFR § 164.524.
 - f. The CONTRACTOR will make information in a designated records set available for amendment and incorporate any amendments to this information in accordance with 45 CFR § 164.526.
 - g. The CONTRACTOR will document and make available to AGENCY the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
 - h. The CONTRACTOR will make internal practices, books, and records relating to the use, disclosure, or security of individually identifiable health information received from AGENCY or created or received by the CONTRACTOR on behalf of AGENCY available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining compliance with the privacy or security rules.
 - i. Once the CONTRACTOR finishes providing goods or services under this contract or an extension of this contract, it will return, destroy, or continue to maintain appropriate safeguards for all individually identifiable health information received from AGENCY or created or received on behalf of AGENCY. If the CONTRACTOR destroys this information, it must certify to AGENCY that the information has been destroyed. The CONTRACTOR may not elect to destroy information that must be retained under federal or state law. The CONTRACTOR must maintain appropriate safeguards for the information as long as the CONTRACTOR has it.
 - j. The CONTRACTOR will have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of individually identifiable health information in a manner contrary to the contract or the privacy rules.
 - k. The CONTRACTOR will develop and implement a system of sanctions for any employee who violates this contract or the privacy or security rules.
4. INJUNCTIVE RELIEF - Notwithstanding any rights or remedies provided for in this agreement, AGENCY retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of individually identifiable health information or a violation of the security rules by the CONTRACTOR, employee, person or agency that received information from the CONTRACTOR.

XXVIII. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

XXIX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be sent by certified mail, postage prepaid, to the addresses of the parties hereto as set out below until due notice has been given of a change of address.

For AGENCY:

Walter Diggles, Executive Director
Deep East Texas Council of Governments
210 Premier Drive
Jasper, Texas 75951

For CONTRACTOR:

Polk County Aging
Name
602 E. Church Street, Suite#145
Address
Livingston, TX 77351
City, State, Zip

XXX. POLITICAL ACTIVITY

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The CONTRACTOR, if a recipient of Federal assistance exceeding \$100,000 through the AGENCY, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

XXXI. SECTARIAN INVOLVEMENT

The CONTRACTOR shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of DADS rule 40 TAC §69.16 and 45 CFR Chapter 87.

XXXII. RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 45 CFR Part 74, Subpart M) has a right to appeal such action. The applicant shall give notice of appeal to the AGENCY within 10 days after it receives the AGENCY's action letter. Appeals Procedures adopted by the AGENCY and codified at 40 TAC §81.15 will be used as the appeals process.

XXXIII. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, the CONTRACTOR shall act as an independent contractor and not as an agent, representative or employee of the AGENCY. No employee, agent, or representative of the CONTRACTOR shall be considered an employee of the AGENCY nor be eligible for any benefits, rights or privileges afforded to the AGENCY employees.

XXXIV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the CONTRACTOR. The CONTRACTOR evidences its understanding and agrees that any prior

agreement is terminated as of the effective date of this contract. Both parties agree that the AGENCY shall not be liable for any costs incurred by the CONTRACTOR except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the AGENCY is obtained prior to the expenditure.

XXXIV. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXV. ALTERNATIVE DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the AGENCY and the CONTRACTOR to attempt to resolve any claim for breach of contract made by the CONTRACTOR.
1. The CONTRACTOR's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the CONTRACTOR shall submit written notice, as required by Subchapter B, to Walter G. Diggles, Sr., Executive Director, Deep East Texas of Governments, 210 Premier Drive, Jasper, Texas 75951.
 2. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the CONTRACTOR's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the AGENCY if the parties are unable to resolve their disputes under subparagraph.
 3. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the AGENCY nor any other conduct of any representative of the AGENCY relating to the contract shall be considered a waiver of sovereign immunity to suit.
- B. The submission, processing and resolution of the CONTRACTOR's claim is governed the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended.
- C. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the CONTRACTOR, in whole or in part.

XXXVI. APPLICATION OF LAW & VENUE

This contract is governed by and shall be construed in accordance with the laws of the State of Texas. All claims against the AGENCY by the CONTRACTOR seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or

relating to the contract shall be filed in Jasper County, Texas. If any legal action is brought for the enforcement of this contract or because of an alleged dispute, breach, default, misrepresentation in connection with any of the provisions of this contract, each party will bear its own legal expenses and other costs incurred in the action.

XXXVII. SURVIVAL OF TERMS

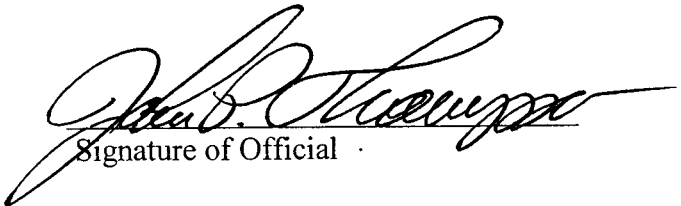
The following portions of this Agreement shall survive termination: IX, X, XIV, XV, XVII, XIX, XX, XXII, XXVI, XXXI to XXXIV, and XXXVI.

XXXVIII. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the CONTRACTOR agency.

FOR CONTRACTOR:

John P. Thompson
County Judge-Polk County, Texas
Typed Name and Title of
Authorized Official


Signature of Official

1/8/08
Date

FOR THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS:

Walter G. Diggles, Sr., Executive Director
Typed Name and Title of
AGENCY Representative

Signature of AGENCY Representative

Date

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM**

**ATTACHMENT A
ASSURANCES & CERTIFICATIONS**

The CONTRACTOR shall maintain proper documentation to substantiate all of the assurance items set out below. Such documentation will be subject to review for adequacy and completeness. Failure to maintain the appropriate and necessary documentation shall be grounds for sanctions and penalties, in accordance with 40 TAC 81.13.

I. Compliance with Requirements

The CONTRACTOR agrees to administer the program in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the the Texas Department of Aging and Disability Services (DADS), the Area Agency on Aging of Deep East Texas, the Administration on Aging (AoA), and the Secretary of Health and Human Services.

II. General Administrative and Fiscal Requirements

The CONTRACTOR shall adhere to uniform administrative requirements and cost principles which are in compliance with relevant provisions of OMB Circulars A-87, A-102, as revised or OMB Circulars A-110, A-122, and A-133, as applicable; 45 CFR, Part 74; 45 CFR, Part 92; and other OMB Circulars, except where these provisions are superseded by statute.

III. Safeguarding Confidential Information

The CONTRACTOR shall implement such regulations, standards, and procedures as are necessary to meet the requirements on safeguarding confidential information under the relevant program regulations.

IV. Standards for Fire, Health, Safety, Sanitation and Other Standards

The CONTRACTOR providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations in the fulfillment of this contract. The CONTRACTOR assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

V. Insurance Coverage

The CONTRACTOR will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

VI. Participant Grievance Procedures

The CONTRACTOR shall establish written procedures through which participants can communicate aspects of the service which impact negatively upon them. All procedures shall be in accordance with 40 TAC 81.19.

VII. Equal Employment Opportunity

- a. *Americans with Disabilities Act of 1990 -*
The CONTRACTOR shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadlines established under the Act as they pertain to operations for employment, public accommodations, transportation, state and local government operations and telecommunications.
- b. *Section 504 of the Rehabilitation Act of 1973 -*
The CONTRACTOR shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et. seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74.
- c. *Title VI of the Civil Rights Act of 1964 -*
The CONTRACTOR shall ensure that benefits and services available under this contract are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.
- d. *Age Discrimination in Employment Act of 1967 -*
The CONTRACTOR shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et. seq.).

VIII. Drug Free Workplace

The CONTRACTOR shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. §§701-704, and – 28 TAC Chapter 169, as applicable.

IX. Lobbying

As required by Title 31, US Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93)

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S.C. 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.

X. Outreach

The CONTRACTOR shall ensure that outreach efforts identify individuals eligible for assistance and inform them of available services under the Older Americans Act, with special emphasis on: (1) older individuals residing in rural areas; (2) older individuals with greatest economic need (with particular attention to low-income minority individuals residing in rural areas); (3) older individuals who have greatest social need (with particular attention to low income minority individuals and residing in rural areas); (4) older individuals with severe disabilities; (5) older individuals with limited English proficiency; (6) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (7) older individuals at risk for institutional placement.

XI. Grant Purchased Equipment

The CONTRACTOR shall ensure that all equipment purchases made utilizing grant funds complies with applicable laws and regulations with special attention to 45 CFR 92.

Equipment may be assigned to CONTRACTOR for use in connection with this contract. Title to the real and personal property shall vest in the CONTRACTOR subject to the condition that the CONTRACTOR shall use the property for the authorized purpose of the original contract for the entire term of the contract. It is further agreed that the CONTRACTOR shall maintain adequate property control records, perform regular inventories, document adequate maintenance and repair, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound industrial practice. Personal property shall include all tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more. Controlled assets must be accounted for according to the following acquisitions cost parameters:

Hand Gun	Any
Rifle	Any
Fax Machine/Telecopier	\$500 or more
Stereo System	\$500 or more
Camera	\$500 or more
Video Recorder/Laserdisc	
Player (TV, VCR, Camcorder)	\$500 or more
Desktop CPU	\$500 or more
Printer (not portable)	\$500 or more
Portable CPU (laptop)	\$500 or more
Cellular and Portable Phones	\$500 or more

Unless otherwise provided in the contract, the CONTRACTOR, upon delivery or acquisition of any such property, shall assume the risk of and be responsible for,

any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

The CONTRACTOR shall, upon completion of this contract or where there is otherwise no longer a need for such property, give written notice to the AGENCY within ten (10) calendar days to such effect. It is further agreed that upon receipt by the AGENCY of such written notice, the AGENCY shall issue instructions as to the continued use or disposition of such property to the CONTRACTOR pursuant to applicable federal regulations as outlined in OMB Circular A-102.

XII. Maintenance of Non-Federal Support for Services

The CONTRACTOR shall not replace funds from non-federal sources with federal funds. The CONTRACTOR agrees to continue to initiate efforts to obtain support from other sources for services funded under this contract.

XIII. Training Requirements

The CONTRACTOR shall provide in-service training to all personnel relative to the performance of this contract. The CONTRACTOR shall secure appropriate training and certification for all personnel delegated duties that require such specialized training and/or certification.

XIV. Coordination Requirements

The CONTRACTOR agrees that the AGENCY may establish procedures and mechanisms necessary to assure effective coordination between the various activities and programs operating pursuant to the Older Americans Act of 1965, as amended, and other local, state or federal programs operating on behalf of older persons.

The CONTRACTOR shall participate in AGENCY's initiative for evaluating and improving the access and intake processes for all DADS services and programs through AAAs, Mental Retardation Authorities, and Regional and Local Services.

XV. Coordination of Service Delivery

CONTRACTORS who operate focal points in the community must assure collocation of services, where feasible.

XVI. Emergency Management

In the event of a disaster, whether man-made, natural, or of a civil defense nature,

the CONTRACTOR will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XVII. Taxes

The CONTRACTOR will comply with all state, federal and local tax requirements with respect to property and personnel.

XVIII. Personnel

The CONTRACTOR shall furnish all necessary personnel and shall appoint personnel of adequate qualifications, skill and expertise as are required to perform the services to be rendered in accordance and compliance with the terms of this contract. The CONTRACTOR shall be responsible for completion of the services to be rendered in accordance with this agreement and all applicable service standards. The CONTRACTOR shall provide all necessary supervision and coordination of activities that is required to complete the services and fulfill all contractual obligations.

XIX. Provision of Services

The CONTRACTOR assures compliance with the following provisions relating to the services covered by this contract.

a. *Eligibility* - The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act of 1965, as amended.

b. *Residency* - No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

c. *Coordination and Maximum Utilization of Services* - The CONTRACTOR, to the maximum extent, shall coordinate and utilize the services and resources of other appropriate public and private agencies and organizations. Efforts shall be demonstrated to coordinate with local state agencies to ensure non-duplication of administrative activities and service delivery to the maximum extent possible. Coordination activities shall reduce administrative burden on service providers and provide better service delivery to program participants.

d. *Prohibition of Means Test for Services* - The CONTRACTOR shall provide all services funded by the Older Americans Act of 1965, as amended, without the use of any means test to determine eligibility for services.

e. *Legal Assistance Services Attorney-Client Privilege* - The

CONTRACTOR shall not divulge any information that is protected by the attorney-client privilege.

XX. Prohibition on Certain Bids and Contracts – Not Ineligible Due to Disasters

Under Section 2261.053, Government Code, the CONTRACTOR certifies the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges this contract may be terminated and payment withheld if this certification is inaccurate.

XX. **Historically Underutilized Businesses (HUBs)**

The CONTRACTOR shall make a good faith effort to locate and consider a Historically Underutilized Business (HUB), as defined in Texas Government Code 2161.001(2), when subcontracting any portion of this Contract.

I, the undersigned, certify that compliance with these assurances and certifications will be accomplished. I further certify that I am authorized to sign for the CONTRACTOR agency.

FOR CONTRACTOR:

John P. Thompson
County Judge-Polk County, Texas

Typed Name and Title of
Authorized Official


Signature of Official

Date: 1/8/08

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM
ATTACHMENT B
SANCTIONS AND PENALTIES FOR TITLE III FUNDED PROGRAMS**

DEFINITIONS

Definitions for words and terms specific to this document shall have the following meanings, unless the context clearly indicates otherwise.

Level One Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose as a response to a contractual breach and/or failure to comply with agency rules and specific state and federal requirements.

Level Two Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAAdet or agency) may impose as a response to a severe problem and the potential negative impact such a problem may have on a subgrantee's service area.

Level Three Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose where a severe and/or continued failure to comply with contractual requirements, agency rules, and/or state and/or federal laws continues to go uncorrected.

Level Four Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose where a severe and/or continued failure to comply with contractual requirements, agency rules, and/or state and/or federal laws continues to go uncorrected.

Acceptable Corrective Action Plan – Identification of actions to be taken, including a time line, that are acceptable to the agency to correct an identified issue of contractual or legal non-compliance.

Certified – When used in conjunction with performance measure testing it describes having obtained acceptable results, within tolerances allowed by the State Auditor's Office, for data tested.

Discretionary Funds – Any funds issued by the Texas Department of Aging and Disabilities that are not awarded to the area agency or not awarded based on a general funding formula or not awarded by action of the Health and Human Services Commission.

Extension – An approved request, which is submitted to the agency on or before the original due date, to submit required reports or other required information later than the established original due date. No more than two extensions shall be granted in any on federal fiscal year.

SANCTIONS

Level One Sanctions. Level one sanctions may result in one or more of the following actions:

Require the development, submission, and implementation of an acceptable corrective action plan to address identified weaknesses and/or non-compliance;
Submission of additional and/or more detailed financial and/or performance reports;
Designation as a high-risk subgrantee requiring additional monitoring visits; and
Repayment of disallowed costs.

Level Two Sanctions. Level two sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
Prohibit participation in discretionary funds application or carryover pool redistribution;
and
Provision of appropriate technical assistance.

Level Three Sanctions. Level three sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
Imposition of one or more level two sanctions;
Prohibit or limit provision of direct service by subgrantee;
Imposition of the requirement that reimbursement payments made to subgrantee for the remainder of the fiscal year shall be made only following submission of bills paid or other documentation to show that bills for which reimbursement is sought have been paid.

I. **Level Four Sanctions.** Level four sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
Imposition of one or more level two sanctions;
Imposition of one or more level three sanctions;
Require directed amendment to current operational plan; and
Recommend deobligation and/or cancellation of the contract with the subgrantee to the Deep East Texas Council of Governments Executive Board.

ADMINISTRATIVE VIOLATIONS

Administrative violations shall result in disciplinary actions as specified in this section, unless the violation was due to an act of God or action by the Deep East Texas Council of Governments / Area Agency on Aging of Deep East Texas. Violations will be documented and greater levels of administrative sanctions will be applied for non-compliance issues deemed most serious and for continued non-compliance of less serious offenses.

Violations Subject to Level One Sanctions. Violations which may result in the imposition of level one sanctions include the following:

Failure to submit a required report by the due date or approved extension. For purposes of this violation, a Request for Reimbursement and CIS/MIS/AIM submission for a single month shall be considered one report submission.

Failure to submit required reports accurately and completely, if identified by the Agency (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;

Failure, on the third occurrence, to submit required reports accurately and completely, if identified by the Agency, whether or not a violation notice was previously issued;

Failure to submit an acceptable corrective action plan for findings of program and fiscal monitoring within 45 days.

Violations Subject to Level Two Sanctions. Violations which may result in the imposition of level two sanctions include the following:

Failure to rectify any level one sanction with the timeframe established for corrective action;

Failure to complete corrective actions provided in any corrective action plan;

Failure to submit a Single Audit, in accordance with OMB Circular A-133, to the Agency;

Failure to be certified as having had accurate data following performance measure testing;

Failure to assure resolution of deficiencies found during monitoring/quality assurance review within the timeframes established in the corrective action plan.

Violations Subject to Level Three Sanctions. Violations which may result in the imposition of level three sanctions include the following:

Failure to rectify any level one sanction within 90 days following the timeframe established for corrective action;

Failure to rectify a level two sanction with the timeframe established for corrective action;

Failure to appropriately act upon reported or identified threats to the health and safety of program participants within 72 hours of notice/identification;

Failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and or allegations of fraud or ethics code violations;

Failure to have performance measure tested data certified as accurate two times out of any four consecutive performance measure tests; and

Commits four or more level one violations or three or more level two violations within the same fiscal year.

Violations Subject to Level Four Sanctions. Violations which may result in the imposition of level four sanctions include the following:

Failure to rectify any level one sanction within 180 days following the timeframe established for corrective action;

Failure to rectify any level two sanction within 90 days following the timeframe established for corrective action; and

Failure to rectify any level three sanction within the timeframe established for corrective action

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS**CONTRACT FOR****OLDER AMERICANS ACT PROGRAM****Attachment C:****CONTRACTOR SCOPE OF SERVICES:****HOME DELIVERED MEALS**

10,872 Meals @ \$ 4.90 per meal = \$ 53,272.80

SERVICE DEFINITION:

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.

Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

Unit of Service: One Meal.

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

Attachment C:

CONTRACTOR SCOPE OF SERVICES:

Congregate Meals

10,533 Meals @ \$ 4.61 per meal = \$ 48,557.13

SERVICE DEFINITION:

A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the recommended dietary allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served **in a congregate setting**. There are two types of congregate meals:

Standard Meal – A regular meal from the standard menu that is served to the majority or all of the participants.

Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

Unit of Service: One Meal

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

Attachment C:

CONTRACTOR SCOPE OF SERVICES:

SENIOR CENTER OPERATIONS

12 Months @ \$ 686.40 rate per month= \$ 8236.80

The operation of community facilities where older individuals meet together to pursue mutual interests, receive services and/or take part in activities which will enhance their quality of life, support their independence, and encourage their continued involvement in and with the community.

Unit of Service: N/A

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM**

**ATTACHMENT D:
PROCEDURES FOR HANDLING CLIENT DONATIONS/CONTRIBUTIONS**

Definition of Program Income: *CFR Part 45 Section 92.25* - Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.

Except as otherwise provided in regulations of the Federal agency, program income does not include interest on contract funds, rebates, credits, discounts, refunds and interest earned on any of them.

Program income means gross income received by the contractor directly generated by a contract-supported activity, or earned only as a result of the grant agreement during the grant period. During the grant period is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program Income Collection: *CFR Part 45 Section 92.25* - Contractors are encouraged to earn income to defray program costs.

CFR Part 45 Section 1321.67 – SERVICE CONTRIBUTIONS. For services rendered with funding under the Older Americans Act, the area agency on aging shall assure that each service provider shall 1) Provide each older person with an opportunity to voluntarily contribute to the cost of the service; 2) Protect the privacy of each older person with respect to his or her contributions; and 3) Establish appropriate procedures to safeguard and account for all contributions.

Older Americans Act Section 315 CONSUMER CONTRIBUTIONS (b) VOLUNTARY CONTRIBUTIONS.—

(1) **IN GENERAL.**—Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act provided that the method of solicitation is noncoercive.

(2) **LOCAL DECISION.**—The area agency on aging shall consult with the relevant service providers and older individuals in agency's planning and service area in a State to determine the best method for accepting voluntary contributions under this subsection.

(3) **PROHIBITED ACTS.**—The area agency on aging and service providers shall not means test for any service for which contributions are accepted or deny services to any individual who does not contribute to the cost of the service.

(4) **REQUIRED ACTS.**—The area agency on aging shall ensure that each service provider will—

(A) provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

(B) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

(C) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

(D) establish appropriate procedures to safeguard and account for all contributions.

Program Income Reporting: Older Americans Act Section 315 VOLUNTARY CONTRIBUTIONS.— 40 Texas Administrative Code §84.1 RECORD KEEPING.

(1) Contractors are responsible for ensuring that each service provider maintains documentation of the following:

(A) contract documents;

(B) expenditure reports and all accounting records used to prepare the expenditure reports, including records for program income, and other cash and in-kind contributions.

Program Income Expenditure: CFR Part 45 Section 92.25(g) USE OF PROGRAM INCOME. Program income shall be deducted from outlays, which may be both Federal and non-Federal as described below, unless the Federal agency regulations or the grant agreement specify another alternative (or a combination of the alternatives). In specifying alternatives, the Federal agency may distinguish between income earned by the grantee and income earned by contractors and between the sources, kinds, or amounts of income.

When Federal agencies authorize the alternatives in paragraphs (g) (2) and (3) of this section, program income in excess of any limits stipulated shall also be deducted from outlays.

(1) Deduction. Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the Federal agency authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the Federal agency and grantee contributions rather than to increase the funds committed to the project. *(Please note: deductive method is not allowable for OAA programs in accordance with the program instruction issued by the Administration on Aging.)*

(2) Addition. When authorized, program income may be added to the funds committed to the grant agreement by the Federal agency and the grantee. The program income shall be used for the purposes and under the conditions of the grant agreement.

(3) Cost sharing or matching. When authorized, program income may be used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal grant award remains the same.

(4) Income after the award period. There are no Federal requirements governing the disposition of program income earned after the end of the award period (i.e., until the ending date of the final financial report, see paragraph (a) of this section), unless the terms of the agreement or the Federal agency regulations provide otherwise.

CFR Part 45 Section 1321.73. Grant related income under Title III-C. States and subgrantees must require that their subgrantees' grant related income be used in either the matching or cost sharing alternative in 45 CFR 92.25(g)(2) or the additive alternative in Sec. 92.25(g)(3) or a combination of the two. The deductive alternative described in Sec. 92.25(g)(1) is not permitted.

40 Texas Administrative Code §83.2 (l) PROGRAM INCOME.

1) Program income contributions shall be administered in accordance with 45 Code of Federal Regulations, Part 1321.67; 45 Code of Federal Regulations, Part 92.25; and the Uniform Grant Management Standards.

(2) Cost Reimbursement. Reimbursement shall not be made in excess of actual allowable expenses less program income received during the reimbursement period.

(3) Fixed or Variable Unit Rate. Program income received shall not be deducted from the amount paid to subcontractor/service provider.

(4) Direct Purchase of Services. When an area agency on aging or other designated access and assistance service provider purchases services using the direct purchase of service methodology, program income must be collected, accounted for and used to support and enhance services provided by the area agency on aging.

Older Americans Act Section 315 VOLUNTARY CONTRIBUTIONS.— All collected contributions must be used to expand the service for which the contributions were given.

Administration on Aging Technical Assistance Brief 11/19/2001. The voluntary contributions and cost sharing fees of recipients of Title III services and interest from deposits of federal receipts may not be used as match for any Title III service, including Title III-E. These funds may only be used to expand services.

The Department classifies all funds received directly from or on the behalf of program participants as program income. In addition, any funds generated through the use of goods or services purchased with federal funds for a grant-supported activity is classified as program income. Please note, federal funds may not be used for fund raising activities (see OMB Circular A-87 and OMB Circular A-21).

Contributions received from non-program participants are classified as local funds and should not be classified as program income. Generally, a program income contribution is received at the time service is provided and is classified as income for the service provided. When a contribution is received at a time other than when the service is provided, the AAA or service providers, where possible, should determine if the contributor is a program participant or non-program participant in order to correctly classify the funds as program income or local funds. If the contributor is a program participant, the service or services received must also be determined. The verification of this information must not compromise the privacy and confidentiality of the contributor with respect to the program participant's contribution or lack of contribution. When

program income is received from a program participant who has received multiple services and the contribution does not identify for which service it be being contributed, the AAA or service provider must have a procedure that provides a consistent method of classifying the program income. Possible methods:

- classify the program income to the service most recently received by the program participant
- classify the program income to the service in which the program participant received the most units
- classify the program income on a percentage to each of the services received by the program participant

Neither the AAA nor service provider can classify contributions received to any service without regard to the services provided to the program participant.

Program income must be reported as earned in the period in which it was earned. Due to the absence of Federal requirements governing the disposition of program income earned after the final financial report for the award period (*CFR Part 45 Section 92.25(h)*) the Department requires AAAs and providers expend all program income prior to the submission of the final closeout report. As program income is earned through the final day of the contract period (September 30) and the final financial report is due two months later (November 30), AAAs and service providers may expend and report the balance of program income earned during the first two months of the following contract period.

Example: The AAA receives \$500 of program income for residential repair the last week of September and reports it as earned on the September closeout report. The AAA does not expend the \$500 in September and the closeout shows a balance of \$500 which is carried forward into the next contract year. The AAA expends the \$500 of program income for residential repairs in November.

On the quarterly report for the new contract year, the AAA will report the \$500 as program income expended in November.

When the amount of available program income is insufficient to cover a full unit cost, the AAA or service provider has two options:

1. carry over the unexpended program income into the next reporting period or
2. combine the program income funds with local funds to purchase a whole unit. The program income would be shown as expended. The local funds would be listed as "Other Local Funds Expended." Only one unit would be reported as a unit purchased with program income funds.

AAAs utilizing the Direct Purchase of Service methodology must ensure vendors provide program participants an opportunity to make voluntary contributions towards the service(s) they receive. Program income received by vendors must be used to expand the service in accordance with the requirements detailed above. Program income received by vendors can be handled through two methods:

1. AAAs may collect the program income from the vendor, record the program income and use the program income to purchase additional units from the vendor; or
2. The AAA may require the vendor report the amount of program income collected and provide documentation that supports the purchase of additional units of service for eligible clients.

Program income must be used to expand the service for which the contribution was given. Expansion of the program is defined as increased service units and/or persons served. Program income cannot be used to reduce the unit rate for a service. For example, a meal provider cannot use program income to pay for the meal site utility bill and not include the cost of utilities in the rate-setting budget. In addition, program income cannot be used to supplement a provider rate. For example, a provider whose contract or vendor rate with the AAA is \$10, but who claim their unit rate is actually \$20 cannot be reimbursed \$10 by the AAA and have the rate subsidized \$10 by program income collected.

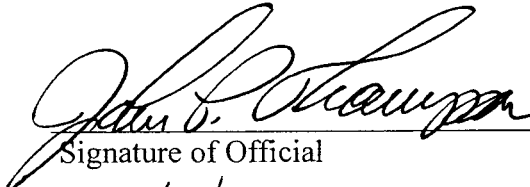
Program income generated by grant-supported activities cannot be used to purchase goods or services that are not allowed under the service. **For example**, a meal provider cannot use program income to purchase cakes or party favors for monthly birthday parties for program participants.

Program income cannot be transferred between services. **For example**, program income received for congregate meals cannot be combined with program income received for home delivered meals and be used to purchase additional home delivered meals. Following this example, program income earned under the homemaker program cannot be used to purchase units under personal assistance.

The use of program income for activities other than the purchase of units may be appropriate in certain instances for some services. AAAs and service providers who do not utilize program income to purchase units of service are required to maintain documentation regarding the expenditures and how it enhances or expands the service(s).

John P. Thompson
County Judge—Polk County, Texas

Typed Name and Title of
Authorized Official



Signature of Official

1/8/08

Date

Service: Senior Center Operations

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 16,473.55

2. Total Number of Anticipated Units to be Provided

AAA/TDoA - Match Required 12 Source 3 0 Source 5 0

AAA/TDoA - Full Unit Rate 0 Source 4 0 Source 6 0 2. 12

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate 3. \$ 1,372.80

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 50% \$ 686.40

** If Applicable, Match Reduction From the In-kind Match Certification form Required Match \$ -

4. \$ 686.40

5. Full Unit Rate Less Required Match (Line 3 minus Line 4) 5. \$ 686.40


**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

\$ 1,372.80 Contractor Initial _____ AAA Initial _____

Contract Reimbursed at the Full Cost Per Unit Less Required Match.

\$ 686.40 Contractor Initial _____ AAA Initial _____

Polk County Government
 Legal Name of Contracted Provider

 Signature
 John P. Thompson
 Printed/Typed Name of Signer
 1/8/08
 Date

Detcog
 Name of Area Agency on Aging

 Signature
 Holly Anderson
 Printed/Typed Name of Signer

 Date

IN-KIND MATCH CERTIFICATION

Provider: Polk County Government

In-kind Contribution(s): \$0

For any item identified below, you must maintain support documentation.

ITEM	DATE OF RECEIPT	VALUE
TOTAL		\$0

Note: All contributions must meet the requirements of IRS Publication 561
<http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation Include:

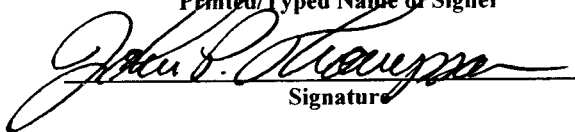
Rent: 1. Letter of Agreement with Owner
 2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor: 1. Minimum wage
 2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at <http://www.twc.state.tx.us/lmi/lfs/type/wages/wageshome.html>

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities: 1. Copy of Bill
 2. Agreement of Amount Paid if Partial

Polk County Government
Name of Contracted Provider
1/8/08
Date

John P. Thompson
Printed/Typed Name of Signer

Signature

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Polk County Government

Name of Contracted Provider

1/8/08
Date

John P. Thompson

Printed/Typed Name of Signer

John P. Thompson
Signature

Signer Authority:
(check one)

- Sole Proprietor
 Partner
 Corporate Officer

- Association Officer
 Board Member
 Governmental Official

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
1	AAA/Region Name:	Detcog			Contract Number:		
2	Provider Name:	Polk County Government			Service:	Home Deliver Meals	
3	Period covered in YTD:	October 1-August 31, 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
4							
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8							
9			Annualized Exp. Months YTD Based on				
10	Cost Area	Expenses	11				
11							
12							
13							
14	Salaries, PR Taxes & Benefits	106,018.63	115,656.69	105,170.17	-9.07%	Reduction of Force	
15	Contract staff Compensation	3,575.00	3,900.00	3,900.00	0.00%		
16	Total	109,593.63	119,556.69	109,070.17	-8.77%		
17							
18							
19	Salaries, PR Taxes & Benefits						
20	Contract staff Compensation			1,300.00	100.00%	Nutrientist hired for F/Y 2008 to oversee meal menus to comply with new nutrient guidelines.	
21	Materials						
22	Conference						
23	Total			1,300.00	100.00%		
24							
25							
26	Conference						
27	Dues						
28	Materials						
29	Total						
30							
31							
32	Raw Food	28,693.00	31,301.45	31,500.00	0.63%		
33	Nutrition Supplement						
34	Freight						
35	Storage						
36	Consumables	8,057.60	8,790.11	8,800.00	0.11%		
37	Contracted Meals/Food						
38	Other						
39	Total	36,750.60	40,091.56	40,300.00	0.52%		
40							
41							
42	Depreciation						
43	Interest			2,346.82	100.00%	Replace old equipment	
44	Leasing						

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:	Detcog			Contract Number:		
3	Provider Name:	Polk County Government			Service:	Home Deliver Meals	
4	Period covered in YTD:	October 1-August 31, 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
8			Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.02%)	
10	Cost Area	YTD Actual Expenses	11				
12	Maintenance	1,280.50	1,366.91	325.00	-76.73%	New equipment purchased.	
45	Total	1,280.50	1,366.91	2,671.82	91.27%		
46	6. Occupancy/Building						
47							
48	Rent						
49	Utilities	13,664.74	14,906.99		-100.00%	Newly contracted kitchen established on County property.	
50	Depreciation			3,321.99	100.00%	Newly contracted kitchen established on County property.	
51	Mortgage Interest						
52	Insurance						
53	Security						
54	Janitorial						
55	Repair						
56	Taxes						
57	Total	13,664.74	14,906.99	3,321.99	-77.72%		
58	7. Transportation/Travel						
59							
60	Mileage Reimbursement						
61	Delivery						
62	Gas & Oil	5,076.28	5,537.76	5,550.00	0.22%		
63	Repairs	1,229.78	1,341.58	1,350.00	0.63%		
64	Insurance						
65	Depreciation/Lease						
66	Interest						
67	Tags & Licenses						
68	Total	6,306.06	6,879.34	6,900.00	0.30%		
69	8. Administrative & General						
70							
71	Advertising						
72	Printing						
73	Copying	503.89	549.70	550.00	0.05%		
74	Office Supplies						
75	Contractual Agreements						
76	Postage						
77	Telecommunications						
78							

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:	Dctcog			Contract Number:		
3	Provider Name:	Polk County Government			Service:	Home Deliver Meals	
4	Period covered in YTD:	October 1-August 31, 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8							
9		YTD Actual	Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.02%)	
10	Cost Area	Expenses	11				
11							
12							
79	Liability Insurance						
80	Interest-Wkg. Capital						
81	Legal Fees						
82	Accounting Fees						
83	Consulting Fees						
84	Other Fees (Explain)						
85	Audit						
86	Other Misc. (Explain)						
87	Total	503.89	549.70	550.00	0.05%		
88							
89	Total of all Cost Areas	168,099.42	183,381.19	164,113.98	-10.51%		
90	Total Number of Meals Provided	18,864	20,578.91				
91	Total Number of Anticipated Meals			30,531	48.36%		
92						Budgeted Cost per Meal	\$5.38
93							
94							
95	FY07 VS FY08	FY07	FY08	Difference	Percentage Difference	(If Over Routine Inflation Percentage - 1.02%)	
96	Whole Unit Rate	6.20	5.38	(0.82)	-13.23%		
97							
98							
99							
100							
101	DADS A&I AAA		Proposed Meals	Calculated Rate	Revenue	Proposed Meals * Calculated Units	
102	DADS - Title XX		10,872	4.90	53,273	30,571	
103	DADS - Title XIX		6,239	4.90	30,571	Proposed Meals * Calculated Units	
104	DADS - Title XIX		2,739	5.38	14,736	Proposed Meals * Calculated Units	
105	DADS - Title XIX Managed Care					Proposed Meals * Calculated Units	
106	Program Income		120	5.38	646	Proposed Meals * Calculated Units	
107	Local Funds - Eligible Meals		10,561	5.38	56,818	Proposed Meals * Calculated Units	
108	Local Funds - Non-Eligible Meals			5.38	0	Proposed Meals * Calculated Units	
109	Local Funds - Required Match			0.48	8,213	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
110	Local Funds - Cap Limit Exceeded DADS & Title XX				0	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAAR/Region Name:		Detcog		Contract Number:		
3	Provider Name:	Polk County Government			Service:	Home Deliver Meals	
4	Period covered in YTD:	October 1-August 31, 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
6	under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8			Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.02%)	
9		YTD Actual Expenses	11				
10	Cost Area						
11							
12	Local Funds - Cap Limit Exceeded Title XIX & XIX						
110	Managed Care		NA			0 DADS Title XIX Proposed Meals *Calculated Rate	
111			30,531			164,257 <----This total does not include Title XIX Managed Care meals,	
112							
113							
114							
115			Estimated Number of Nutrition Education Units	Calculated Cost per Unit	Nutrition Education Budget		
116			12	108.33	1,300		

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 164,113.98
2. Total Number of Anticipated Meals to be Provided
- | | | | |
|----------------------------|------------------------------|---|------------------|
| DADS A&I AAA <u>10,872</u> | Title XX <u>6,239</u> | Title XIX/Title XIX Managed Care <u>2,739</u> | |
| Program Income <u>120</u> | Other Eligible <u>10,561</u> | Non-Eligible <u>0</u> | 2. <u>30,531</u> |
3. Cost per meal (Line 1 divided by Line 2) 3. \$ 5.38

Reimbursement Calculation

	DADS A&I AAA & Title XX	Title XIX, Title XIX Managed Care	
4. Projected NSIP per Meal Value	<u>0.61</u>	<u>N/A</u>	
5. Rate Less NSIP per Meal Value	<u>\$ 4.77</u>	<u>N/A</u>	
6. Mandatory Local Match of 10%	<u>\$ 0.48</u>		
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>		
Required Match	<u>\$ 0.48</u>	<u>N/A</u>	
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 4.90</u>	<u>\$ 5.38</u>	
Rate Cap Applicable to DADS A&I AAA and XX Common Providers Only	<u>\$ 4.95</u>	<u>\$ 6.12</u>	
8. Excess of Cap Rate Reduction	<u>\$ -</u>	<u>\$ -</u>	
DADS A&I AAA/Title XX/Title XIX/Title XIX Managed Care (Line 7 minus Line 8)	<u>\$ 4.90</u>	<u>\$ 5.38</u>	

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Polk County Government
 Legal Name of Contracted Provider

 Signature

John P. Thompson
 Printed/Typed Name of Signer
 1/8/08
 Date

Detcog
 Name of Area Agency on Aging

Department on Aging and Disabilities Services

Title XIX, Title XIX Managed Care & Title XX

Printed/Typed Name of Signer

Printed/Typed Name of Signer

Signature

Signature

Date

Date

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Polk County Government

Name of Contracted Provider

John P. Thompson

Printed/Typed Name of Signer

1/8/08

Date

John P. Thompson
Signature

Signer Authority:
(check one)

- Sole Proprietor
- Partner
- Corporate Officer

- Association Officer
- Board Member
- Governmental Official

IN-KIND MATCH CERTIFICATION

Provider: Polk County Government

In-kind Contribution(s): \$0

For any item identified below, you must maintain support documentation.

ITEM	DATE OF RECEIPT	VALUE
TOTAL		\$0

Note: All contributions must meet the requirements of IRS Publication 561
<http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation Include:

- Rent:
1. Letter of Agreement with Owner
 2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

- Labor:
1. Minimum wage
 2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at <http://www.tracer2.com/>.

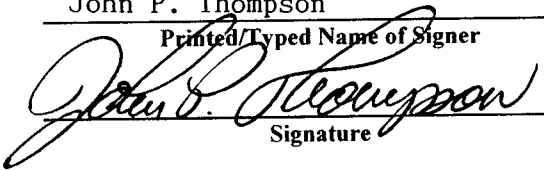
All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

- Utilities:
1. Copy of Bill
 2. Agreement of Amount Paid if Partial

Polk County Government
Name of Contracted Provider

1/8/08
Date

John P. Thompson
Printed/Typed Name of Signer


Signature

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
1	AAA/Region Name:	Detcog			Contract Number:		
2	Provider Name:	Polk County Government			Service:	Congregate Meals	
3	Period covered in YTD:	August 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
4							
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8							
9			Annualized Exp. Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.02%)	
10			11				
11	Cost Area	YTD Actual Expenses					
12							
13	1. Personnel						
14	Salaries, PR Taxes & Benefits	57,086.96	62,276.68	56,630.10	-9.07%	Reduction of force	
15	Contract staff, Compensation	1,600.00	1,745.45	1,745.45	0.00%		
16	Total	58,686.96	64,022.14	58,375.55	-8.82%		
17							
18	2. Nutrition Education						
19	Salaries, PR Taxes & Benefits						
20	Contract staff, Compensation			700.00	100.00%	Nutritionist hired for FY 2008 to oversee all meal menus to comply with new nutrient guidelines.	
21	Materials						
22	Conference			700.00	100.00%		
23	Total			700.00	100.00%		
24							
25	3. Professional Development						
26	Conference						
27	Dues						
28	Materials						
29	Total						
30							
31	4. Meals/Food						
32	Raw Food	15,450.09	16,854.64	17,000.00	0.86%		
33	Nutrition Supplement						
34	Freight						
35	Storage						
36	Consumables	4,338.71	4,733.14	4,750.00	0.36%		
37	Contracted Meals/Food						
38	Other						
39	Total	19,788.80	21,587.78	21,750.00	0.75%		
40							
41	5. Equipment						
42	Depreciation			1,263.68	100.00%	Replace old equipment.	
43	Interest						
44	Leasing						

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:	Detcog			Contract Number:		
3	Provider Name:	Polk County Government			Service:	Congregate Meals	
4	Period covered in YTD:	August 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8							
9			Annualized Exp.				
10		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference		Reason for Difference/Explanation
11	Cost Area	Expenses	11	New Contract Yr.	(Budget to Annualized)		(If Over Routine Inflation Percentage - 1.02%)
12							
45	Maintenance	689.50	752.18	175.00	-76.73%	New equipment purchased	
46	Total	689.50	752.18	1,438.68	91.27%		
47							
48	6. Occupancy/Building						
49	Rent		-				
50	Utilities	7,357.95	8,026.85	8,026.00	-0.01%		
51	Depreciation		-	1,788.75	100.00%	New kitchen built on County Property.	
52	Mortgage Interest		-				
53	Insurance		-				
54	Security		-				
55	Janitorial	2,176.00	2,373.82	2,373.82	0.00%		
56	Repair		-				
57	Taxes		-				
58	Total	9,533.95	10,400.67	12,188.57	17.19%		
59							
60	7. Transportation/Travel						
61	Mileage Reimbursement		-				
62	Delivery		-				
63	Gas & Oil	2,733.39	2,981.88	3,000.00	0.61%		
64	Repairs	662.20	722.40	725.00	0.36%		
65	Insurance		-				
66	Depreciation/Lease		-				
67	Interest		-				
68	Tags & Licenses		-				
69	Total	3,395.59	3,704.28	3,725.00	0.56%		
70							
71	8. Administrative & General						
72	Advertising		-				
73	Printing		-				
74	Copying		-				
75	Office Supplies	271.32	295.99	290.00	-2.02%		
76	Contractual Agreements		-				
77	Postage		-				
78	Telecommunications		-				
79	Liability Insurance		-				
80	Interest-Wkg. Capital		-				

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:				Contract Number:		
3	Provider Name:	Polk County Government			Service:	Congregate Meals	
4	Period covered in YTD:	August 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5							
6	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
7							
8							
9			Annualized Exp.				
10		YTD Actual	Months YTD Based on	Budgeted Exp. for	Percent Difference	Reason for Difference/Explanation	
11	Cost Area	Expenses	11	New Contract Yr.	(Budget to Annualized)	(If Over Routine Inflation Percentage - 1.02%)	
12							
81	Legal Fees						
82	Accounting Fees						
83	Consulting Fees						
84	Other Fees (Explain)						
85	Audit						
86	Other Misc. (Explain)						
87	Total	271.32	295.99	290.00	-2.02%		
88							
89	Total of all Cost Areas	92,366.12	100,763.04	98,467.80	-2.28%		
90	Total Number of Meals Provided	17,876	19,500.91				
91	Total Number of Anticipated Meals			19,500	0.00%		\$5.05
92							
93							
94							
95	FY07 VS FY08	FY07	FY08	Difference	Percentage Difference	Reason for Difference/Explanation	
	Whole Unit Rate	6.33	5.05	(1.28)	-20.22%	(If Over Routine Inflation Percentage - 1.02%)	
96							
97							
98							
99							
100	Funding Source		Proposed Meals	Calculated Rate	Revenue		
101	DADS A&I AAA		10,533	4.61	48,557	Proposed Meals * Calculated Units	
102	DADS - Title XX			4.61		Proposed Meals * Calculated Units	
103	DADS - Title XIX			5.05		Proposed Meals * Calculated Units	
104	DADS - Title XIX Managed Care					Proposed Meals * Calculated Units	
105	Program Income		4,224	5.05	21,331	Proposed Meals * Calculated Units	
106	Local Funds - Eligible Meals		4,743	5.05	23,952	Proposed Meals * Calculated Units	
107	Other Funds - Non-Eligible Meals			5.05		Proposed Meals * Calculated Units	
108	Local Funds - Required Match		NA	0.44	4,635	DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
109	Local Funds - Cap Limit Exceeded DADS & Title XX		NA			DADS Proposed Meals + Title XX Proposed Meals * Calculated Rate	
110	Local Funds - Cap Limit Exceeded Title XIX & XIX Managed Care		NA			DADS Title XIX Proposed Meals * Calculated Rate	
111			19,500		98,475	←---This total does not include Title XIX Managed Care meals.	

BUDGET WORKSHEET

A	B	C	D	E	F	G	H
2	AAA/Region Name:	Detcog			Contract Number:		
3	Provider Name:	Polk County Government			Service:	Congregate Meals	
4	Period covered in YTD:	August 2007			New Contract Year:	October 1, 2007 - September 30, 2008	
5	NOTE: You must identify the number of months the YTD actual expenses are based on in Column D, under "Annualized Exp. Months YTD Based on." The worksheet is currently set at 8 months.						
6							
7							
8							
9			Annualized Exp.				
10	YTD Actual	Expenses	Months YTD Based on	Budgeted Exp. for New Contract Yr.	Percent Difference (Budget to Annualized)	Reason for Difference/Explanation (If Over Routine Inflation Percentage - 1.02%)	
11			11				
12							
112							
113							
114							
			Estimated Number of Nutrition Education Units	Calculated Cost per Unit	Nutrition Education Budget		
115			12	58.33	700		
116							

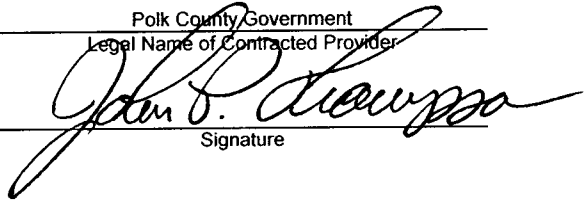
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year					1. \$ 98,467.80
2. Total Number of Anticipated Meals to be Provided					
	DADS A&I AAA	Title XX	Title XIX/Title XIX Managed Care		
	10,533	0	0		
	Program Income	Other Eligible	Non-Eligible		2. 19,500
	4,224	4,743	0		
3. Cost per meal (Line 1 divided by Line 2)					3. \$ 5.05

Reimbursement Calculation

	DADS A&I AAA & Title XX	Title XIX, Title XIX Managed Care
4. Projected NSIP per Meal Value	0.61	N/A
5. Rate Less NSIP per Meal Value	\$ 4.44	N/A
6. Mandatory Local Match of 10%	\$ 0.44	
** If Applicable, Match Reduction From the In-kind Match Certification form	\$ -	
Required Match	\$ 0.44	N/A
7. Proposed Meal Rate (Line 3 minus Line 6)	\$ 4.61	\$ 5.05
Rate Cap Applicable to DADS A&I AAA and XX Common Providers Only	\$ 4.95	\$ 6.12
8. Excess of Cap Rate Reduction	\$ -	\$ -
DADS A&I AAA/Title XX/Title XIX/Title XIX Managed Care (Line 7 minus Line 8)	\$ 4.61	\$ 5.05

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Polk County Government
 Legal Name of Contracted Provider

 Signature
 Detcog
 Name of Area Agency on Aging
 Printed/Typed Name of Signer
 Signature
 Date

John P. Thompson
 Printed/Typed Name of Signer
 1/8/08
 Date
 Department on Aging and Disabilities Services
 Title XIX, Title XIX Managed Care & Title XX
 Printed/Typed Name of Signer
 Signature
 Date

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Polk County Government

Name of Contracted Provider

1/8/08

Date

John P. Thompson

Printed/Typed Name of Signer

John P. Thompson

Signature

Signer Authority:
(check one)

- Sole Proprietor
- Partner
- Corporate Officer

- Association Officer
- Board Member
- Governmental Official

IN-KIND MATCH CERTIFICATION

Provider: Polk County Government

In-kind Contribution(s): \$0

For any item identified below, you must maintain support documentation.

ITEM	DATE OF RECEIPT	VALUE
TOTAL		\$0

Note: All contributions must meet the requirements of IRS Publication 561
<http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation Include:

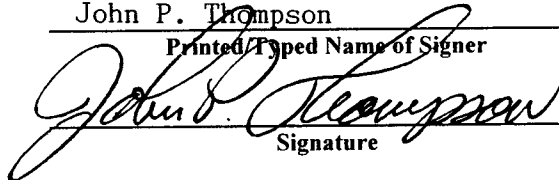
Rent: 1. Letter of Agreement with Owner
 2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor: 1. Minimum wage
 2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at <http://www.tracer2.com/>.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities: 1. Copy of Bill
 2. Agreement of Amount Paid if Partial

Polk County Government
Name of Contracted Provider
1/8/08
Date

John P. Thompson
Printed/Typed Name of Signer

Signature

CCP 7

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**Department of Aging and Disability Services
 Amendment to Contract for Community Care Programs**

Legal Name of Contractor	Contract/Vendor Number	
Polk County Aging Services	1000824	
"Doing Business As" (DBA) Name of Contractor	Amendment Number: 05-5	Region Number: 05
Address of Contractor (Street, City, State, ZIP): 1312 Houston Street, Livingston, Texas 77351		

The Department of Aging and Disability Services, hereinafter referred to as "Department" and Polk County Aging Services, hereinafter referred to as "Contractor", agree to amend the Contract for CCAD and CBA Home Delivered Meals between them, Contract/Vendor Number 1000824 as follows:

[Check all applicable changes]

These counties are added to the Contract as reflected in the lines below:

These counties are deleted from the Contract as reflected in the lines below:

- the attached Covered Counties list is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment
 - (complete Page 2 to list all counties served after execution of this amendment)

Other (Requires legal approval of language)

Amendment Effective Date: 10/01/2007

1. A Budget Worksheet for Vendor Number 1000824 is attached covering the budget period October 1, 2007 through September 30, 2008. The Budget Worksheet states that the Contractor is to provide an estimated 6,239 units of Title XX Home Delivered Meals at the rate of \$4.90 per unit with an estimated budget of \$30,571.00; and (2) Title XIX Home Delivered Meals at the rate of \$5.38 per unit.
2. The Information Worksheet, Purchase of Service Contract (Form 2029) (the "Worksheet"), is attached and covers the budget period October 1, 2007 through September 30, 2008. The Worksheet reflects that an estimated 6,239 units of Title XX Home Delivered Meals are to be purchased at the rate of \$4.90 per unit for an estimated budget amount of \$30,571.00.

The above changes, and if applicable, the Covered Counties listed on Page Two of this amendment, are adopted by the Department and the Contractor as an amendment to the above referenced Contract effective on the date signed by both unless otherwise indicated above.

All other terms and conditions of the Contract for Community Care Programs remain in full force and effect.

Department of Aging and Disability Services

Polk County Aging Services

 Signature

 Date

Donna Keenum
 Region 05 Regional Director LTSS

 Signature

 Date

John P. Thompson
 Polk County Judge

1/8/08

Legal Approval JB 12-05-07

(Required if effective date of change is other than amendment effective date or if "Other" is checked above)

Revised-07-26-2007, Community Services Contracts (CSC) Amendment

**INFORMATION WORKSHEET
PURCHASE OF SERVICE CONTRACT**

Contract/Vendor Number 1000824

Region Number 05	County Number 187
---------------------	----------------------

SECTION I — CONTRACTOR DATA

Legal Name Polk County Aging Services		Contract Effective Date 10/01/2007	
Commonly Used Name (if different)		Contract Termination Date 09/30/2008	
Address (Street, City, State, Zip) 1312 Houston Street, Livingston, Texas 77351		Area Code and Telephone Number (936) - 327-6830	
Person Authorized to Sign Contract John P. Thompson	Title Polk County Judge	Ownership <input type="checkbox"/> Public <input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> Profit	
Charter Number	Employer ID Number 746001621	Contract Person Barbara Hayes	Title Director
		Area Code and Telephone Number (936) - 327-6830	

SECTION II — SUMMARY OF PAYMENT (Enter estimated information in this section.)

Effective Payment Dates	Budget Name	Budget Number	Unit Rate	Estimated Number Eligible Units	Estimated Local Funds	Estimated DHS Funds	Estimated Budget Amount
10/01/07-09/30/08	Title XX Home Delivered Meals	01	\$4.90	6,239	0	\$30,571.00	\$30,571.00
Estimated Contract Total					0	\$30,571.00	\$30,571.00
Percent of Contract					0%	100%	100%

SECTION III — SERVICE

Program Activity Name Meals Services	Code 651
Service Activity Name Home Delivered Meals	Code 25

SECTION IV — CLIENT DATA

1. Client Categories to be Served (check all that apply) <input checked="" type="checkbox"/> Current TANF <input checked="" type="checkbox"/> Current SSI <input type="checkbox"/> NPA Food Stamp Recipient <input checked="" type="checkbox"/> MAO Income Eligible <input checked="" type="checkbox"/> Other Income Eligible <input checked="" type="checkbox"/> Without Regard to Income <input type="checkbox"/> Ineligible		
2. Total Number of Client to be Served <u>35</u> <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month	3. Number of Eligible Clients to be Served <u>25</u> <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month	
4. Unit of Service Meal	5. Units of Service to All Clients 8,978	6. Number of Units of Service to Eligible Clients 6,239 (Title XX Meals)
7. Geographical Area Served Polk County		8. Goals (check all that apply) <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III <input checked="" type="checkbox"/> IV <input type="checkbox"/> V
9. Basis of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Unit Rate <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Schedule		
10. Estimated Amount of Co-Pay (day care and family planning only):		

#4(L)

INTEROFFICE MEMORANDUM

**TO: JUDGE JOHN P. THOMPSON
COMMISSIONER WILLIS
COMMISSIONER VINCENT
COMMISSIONER PURVIS
COMMISSIONER OVERSTREET**

FROM: BARBARA MIDDLETON, COUNTY CLERK

SUBJECT: PROFESSION SERVICE AGREEMENT

DATE: DECEMBER 21, 2007

Dear Sirs,

Please add this item to Commissioner's Court agenda for Tuesday, January 8, 2008.

I am requesting your approval for me to contract with **iDocket.com LLC** (Mr. Armando Balderrama) to perform the service of placing **our County Court records on his website**. **The services are FREE** and there is no service charge of any kind. He will get our court files from Steve Hullihen (Data Processing) on CD's and will update all the information on a monthly basis.

This company is presently contracting with numerous County & District Clerks in the State of Texas. I have personally visited with the other clerks that use his service for their records and they like it very much. It will save us a lot of space on our present website that has our deed records index's. When someone wants to **search our records for a certain name**, we give them **our link to iDocket.com** and it will save us a lot of time doing a criminal search for them.

I will appreciate your approval of this agreement. Thank you in advance for assisting me to provide needed services of our records to the public.

Respectfully submitted,


Barbara Middleton

Professional Services Agreement – Ruby Service**Introduction**

iDocket.com is a limited liability company and is recognized as a historically underutilized business (HUB) in the state of Texas. The company was founded in March of 2000 with the primary mission of presenting court case information on the Internet for multiple Clerks and Counties in a single database. The success of the iDocket.com web site has given our company experience and detailed knowledge of handling court case information.

Currently, over fifty Clerks across Texas are now using the iDocket.com service to present their court case index for public inspection. iDocket.com has channeled this experience into the development of a Case Management System (CMS™) targeting the needs of smaller and medium sized counties by making it both effective and affordable. Attorneys, bail bondsman, and other agencies have expressed a strong desire to obtain access, by electronic means to the public information contained in the clerk's office.

Parties

This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, whose offices are located at 1616 S. Kentucky, Ste. D100, Amarillo, TX 79102, and the Polk County Clerk; whose office is located at 101 W. Church Street, Livingston, TX 77351.

Term

This agreement shall commence upon signature of both parties and shall remain in full force and effect until terminated as provided for in section for **Termination of Agreement**.

Services Provided by iDocket

- A. Provide the Ruby software necessary to extract, filter, compress, and transfer, as designated by the County, information from the county's file and fee docket that is currently available for public inspection in the county's office, for placement on the Internet.
- B. Will provide and host the Ruby web site for the county's court information on the Internet.
- C. iDocket agrees that all information provided by the county for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.

Services Provided by the County

- A. The county will specify to iDocket, in an exact and explicit format, the public information that will be released to iDocket for placement on the Internet site. The county shall not provide information to iDocket that is confidential in nature or that is not available for public inspection.
- B. If required, the county agrees to provide iDocket record layouts and information concerning the file structure of the county court docket system as necessary to facilitate programming, transfer of data, web site development, and maintenance.
- C. The county agrees to provide data to iDocket to populate the court information web site by implementing and directing the necessary procedures to extract data from the computer used in the county for transfer to iDocket. The county agrees to 1) host a software program that will extract and transmit iDocket, public information from the county computerized files and 2) prohibit non-public information from leaving the possession of the county

- D. Extracted court information will be transmitted to iDocket using File Transfer Protocol (FTP) through the county Internet access connection

Revenue Sharing

County shall receive 20% of all revenues generated within Polk County by iDocket.com. Payment shall be made quarterly and shall be based upon all revenues received from users indicating Polk County as their primary county of interest.

Quality of Services

iDocket will provide adequate Internet access to the information given by the county. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

The county will provide timely and accurate trial court case information to iDocket.

Expenses

iDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the county.

Use of Work Product

- A. Except as specifically set forth in writing and signed by both iDocket and the county, iDocket shall retain all copyright and patent rights with respect to programs developed under this agreement.
- B. iDocket reserves the right to use public information to identify attorneys and bondsmen with active cases. iDocket also utilizes information from the State Bar of Texas to notify them of case information being available on the Internet.

Confidential Information

iDocket shall hold in trust for the county, and shall not disclose to any nonparty to the agreement, any confidential information of the county. Confidential information is information that relates to the county's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

Termination of the Agreement

Either party may terminate this agreement without cause with ninety (90) days written notice to the address stated herein.

Exclusivity

The county agrees not to enter into agreement with any commercial enterprise offering Internet access to court case information. This provision does not apply to internal county or state resources to offer this service.

Limited Warranty

iDocket warrants to the county that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality, designated and will be performed by qualified personnel. iDocket makes no other warranties whether written, oral, or implied, including without limitation warranty or fitness for purpose of merchantability.

Applicable Law

iDocket shall comply with all applicable laws in performing services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject to which reference is not made. This agreement shall be construed in accordance with the laws of the State of Texas.

Assignment

Either party may not assign this agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Notices

Notices to iDocket shall be sent to:

Armando Balderrama, CEO

iDocket.com, LLC

P O Box 31023

Amarillo, TX 79120

Notices to the county shall be sent to:

Hon. Barbara Middleton

County Clerk

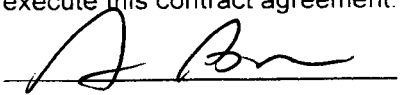
P.O. Drawer 2119

Livingston, TX 77351

Signature page to follow:

Execution

IN WITNESS, thereof, the CONTRACTOR (iDocket.com) and POLK COUNTY (Polk County Clerk) have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement.



Armando Balderrama

CEO, iDocket.com

The foregoing Agreement was formally approved by the governing board of the Polk County Commissioner's Court at its duly called public meeting held on the following date:

JANUARY 8, 2008

POLK COUNTY COMMISSIONER'S COURT

By: 
JOHN P. THOMPSON, County Judge

Attest:

The foregoing Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date:

January 8, 2008


BARBARA MIDDLETON, County Clerk

H(M.)

COMMISSIONERS COURT AGENDA
01/08/2008

COMMISSIONERS COURT				
REQUEST APPROVAL OF THE FOLLOWING CHANGES TO THE MSAG.				
STREET	PCT	CTY	ROAD	COMMENTS
SOUTHCREST CT	2	NO	100	0.1382 ADD NEW STREET TO MSAG
CLARKE RANCH RD	3	YES	100	0.197 CHG STREET NAME FROM "JOE CLARKE RD"

VOL. 54 PAGE 128

12-19-07

This is a petition to change the name of Joe Clarke Rd., Moscow, Texas to Clarke Ranch Rd. or one of the other choices on the application form. This petition is signed by all families/addresses on this road.

Thanks for your cooperation in this matter.

296 Joe Clarke Rd.
Ranch Rd.

Jane Clarke

to 296 Clarke

201 Joe Clarke Rd.
Ranch Rd.

Josh Clarke

to 201 Clarke



POLK COUNTY, TEXAS

attn Robert

VOL. 54 PAGE 129

OFFICE OF EMERGENCY MANAGEMENT

ROAD NAME ADD OR CHANGE
REQUEST FORM

DATE 12-10-07

PRECINCT 3

EXISTING ROAD NAME

Joe Clarke Rd.

MAP PAGE _____

MAP GRID _____

PROPOSED NAME:

CHOICE 1 Clarke Ranch Rd

CHOICE 2 MJC Lane

CHOICE 3 JC Road

ADDRESSING OFFICE USE	
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

All proposed road names will be checked by the Addressing Office for duplication or "sound-alike" names within the same telephone exchange and zip code.

Commissioner's signature *James P. Davis*

Addressing office approval

Signature _____

Date _____

This form should be used for all additions, changes, and corrections pertaining to 911 rural addressing. Please complete this form and fax it to Emergency Management at (409) 327-6890.

COMMENTS (if any):

01/02/2008 WED 11:17 FAX

HCP

VOL. 54 PAGE 130

Service Agreement

Proposal Date: 1/2/2008
Proposal Number: 166163

From:
East Texas Copy Systems, Inc.
4545 Old Jacksonville Hwy.
Tyler, TX 75703

PROPOSAL

COPY

Telephone: (903) 939-2255
Facsimile: (903) 939-2299

Bill To: 7048
Polk County Auditor
602 East Church Street, Suite 108
Livingston, TX 77351

Location:
Polk County -Dept of Public Safety
1735 North Washington

Livingston, TX 77351

Attn: * (936) 327-6811

Attn: Lori * (936) 327-6858

Make: Canon
Model: IR3030

Serial No: MUF03846
Mach ID: 13775

Contract Period	Contract	Quantity	Unit	Start Date	End Date	Amount (\$)	Amount (\$)
From	To	Type		Start	End	Price	Total
10/10/2007	10/9/2008	AFCM		5	60,000	60,005	\$0.0130 \$780.00

Contract Inclusions/Exclusions						
Parts	Labor	Print	Toner	Drum	Developer	Paper
Yes	Yes	Yes	Yes	Yes	Yes	No

Annual Maintenance Agreement includes 60k/1 year whichever comes first. Includes parts, labor, drums, toner and travel time.

Service Proposal * Canon * IR3030
 Effective Contract Dates Would Be 10/10/2007 To 10/9/2008
 From Meter Reading 5 To Meter 60,005
 This Agreement is For The Contract Period Or 60,000 Copies, Whichever Comes First
 The Total Contract Price Would Be \$780.00 Plus Sales Tax (If Applicable)

* Please Refer To Proposal # 166163

Date: 1/8/2008
[Signature]
 Customer Acceptance _____
 County Judge _____

Proposed Contract Price: \$780.00

This Proposal Is Valid For 30 Days
Thank You For Considering East Texas Copy Systems, Inc.

7.

AN ORDER AUTHORIZING THE ISSUANCE OF \$10,120,000 "POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2008"

WHEREAS, the Commissioners Court of Polk County, Texas (the "Court") has determined that certificates of obligation should be issued in accordance with the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, §§ 271.041, et seq.; and the Texas Public Security Procedures Act, Chapter 1201, Texas Government Code, for the purpose of paying contractual obligations to be incurred for (1) the construction and equipping of a new Polk County Judicial Center to be located at 109 West Mill, Livingston, Texas, including new construction and the incorporation of existing buildings into the Judicial Center and (2) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation has been published in the *Polk County Enterprise* on November 29, 2007 and December 6, 2007, such newspaper being a newspaper of general circulation in Polk County, Texas, and the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this order; and

WHEREAS, on the 8th day of January, 2008, the Commissioners Court of Polk County, Texas, convened at 10:00 a.m. and, pursuant to the published notice of intention, considered passage of an order authorizing the issuance of said certificates of obligation (the "Order"); and

WHEREAS, the certificates of obligation should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.046, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified voters of the County, has been presented to or filed with the County Clerk or any other County official on or prior to the date of the passage of this Order; and

WHEREAS, this Court hereby finds and determines that \$10,120,000 of the certificates of obligation described in said notice should be issued at this time.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Order and designated as "Polk County, Texas Certificates of Obligation, Series 2008," in the aggregate principal amount of \$10,120,000.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Construction Fund" means the construction fund established by Section 2.05 of this Order.

"County" means Polk County, Texas.

"Court" means the Commissioners Court of the County.

"Defeasance Securities" means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Court.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Order.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2008.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially Wells Fargo Bank, National Association, or any successor thereto as provided in this Order.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Order.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same comes due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" mean Southwest Securities, Inc., First Southwest Company and RBC Capital Markets.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the County, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The County's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the County.

(b) The amount required to be provided in the succeeding Fiscal Year of the County from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the County.

(c) Following the final approval of the annual budget of the County, the governing body of the County shall, by Order, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the County.

If the liens and provisions of this Order shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge (not to exceed \$1,000) of the revenue from the housing of prisoners in the County's IAH detention facility as authorized under Subchapter D of Chapter 361 of the Texas Local Government Code, as amended. Notwithstanding the requirements of Section 2.01, if revenues from the IAH detention facility are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund.

(b) The revenues from the IAH detention facility, not to exceed \$1,000, when and as received by the County, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the of taxes and revenues granted by the County under Sections 2.01 and 2.02 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the County under Sections 2.01 and 2.02 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Polk County, Texas Certificates of Obligation, Series 2008 Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

Section 2.05. Construction Fund.

(a) Establishment of Construction Fund. A special fund or account, to be designated the "Polk County, Texas Certificates of Obligation, Series 2008 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the County at the official County depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the County. The proceeds from the sale of the Certificates shall be deposited in the Construction Fund and payments therefrom shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be made as follows:

(A) There shall be immediately deposited to the Interest and Sinking Fund the accrued interest on the Certificates to the date of delivery from the sale of the Certificates, if any.

(B) The remainder in the Construction Fund shall be used solely for the purpose of paying contractual obligations to be incurred for (1) the construction and equipping of a new Polk County Judicial Center to be located at 109 West Mill, Livingston, Texas, including new construction and the incorporation of existing buildings into the Judicial Center and (2) the payment of professional services and costs of issuance related thereto.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.06. Security of Funds. All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of County funds,

and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization. The County's certificates to be designated "Polk County, Texas Certificates of Obligation, Series 2008" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$10,120,000 for the purpose of paying contractual obligations to be incurred for (1) the construction and equipping of a new Polk County Judicial Center to be located at 109 West Mill, Livingston, Texas, including new construction and the incorporation of existing buildings into the Judicial Center and (2) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall bear interest on the unpaid principal amount thereof from February 1, 2008 (which date shall be the Issue Date noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2009	\$ 505,000	4.000%	2016	\$ 665,000	4.000%
2010	525,000	4.000%	2017	690,000	4.000%
2011	545,000	4.000%	2018	720,000	4.000%
2012	570,000	4.000%	2019	750,000	4.000%
2013	590,000	4.000%	2020	780,000	4.000%
2014	615,000	4.000%	2021	810,000	4.000%
2015	640,000	4.000%	2022	840,000	4.000%
			2023	875,000	4.125%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for

each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing on August 15, 2008, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the County by the County Judge, the County Clerk and the County Treasurer, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their designees, manually signed by the County Judge, County Clerk and County Treasurer, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their designee.

Section 3.05. Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the

person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible,

a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The County will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the County hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the County nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Order shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative

of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the Commissioners Court or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Certificates, (iv) shall have the characteristics, (v) shall be signed and sealed, and (vi) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Order.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying

Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the County, to save the Paying Agent/Registrar and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage,

cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall

receive a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the County, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations. The County reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The County reserves the option to redeem Certificates maturing on and after August 15, 2018, in whole or in part, before their respective scheduled maturity dates, on February 15, 2018, or on any date thereafter (such redemption date or dates to be fixed by the County) at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) The County, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and the amounts thereof to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the

Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the County.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The County hereby appoints Wells Fargo Bank, National Association, Houston, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Order.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. The County Judge is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the County and the Paying Agent/Registrar. The signature of the County Judge shall be attested by the County Clerk.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. Termination. The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$10,120,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (1) the construction and equipping of a new Polk County Judicial Center to be located at 109 West Mill, Livingston, Texas, including new construction and the incorporation of existing buildings into the Judicial Center and (2) the payment of professional services and costs of issuance related thereto, in accordance with the Constitution and laws of the State of Texas, particularly Chapter 271, Texas Local Government Code, as amended, and pursuant to an order adopted by the Commissioners Court of the County (herein referred to as the "Order").

The Certificates maturing on and after August 15, 2018, may be redeemed prior to their Stated Maturities, at the option of the County, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on February 15, 2018, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Order.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Order for the

then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the County and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the County and a limited pledge (not to exceed \$1,000) of the revenue from the housing of prisoners in the County's IAH detention facility. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the Owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the Owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the Owner for all other purposes, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate

appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said County sufficient, within the limits prescribed by law, and from a pledge of the revenue (as defined in the Order) from the County's IAH detention facility, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the County, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County has caused this Certificate to be executed by the manual or facsimile signature of the County Judge of the County and countersigned by the manual or facsimile signature of the County Clerk, registered by the manual or facsimile signature of the County Treasurer, and the official seal of the County has been duly impressed or placed in facsimile on this Certificate.

County Judge
Polk County, Texas

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

REGISTERED:

County Treasurer
Polk County, Texas

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Order.

WELLS FARGO BANK, NATIONAL
ASSOCIATION
Houston, Texas
As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate, or duly authorized representative or attorney thereof, hereby assigns this Certificate to:

_____/_____/_____
(Assignee's Social Security or Taxpayer Identification Number) (print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____
attorney, to transfer the registration of this Certificate on the Paying Agent/Registrar's
Registration Books with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be
guaranteed by an eligible guarantor
institution as defined by SEC Rule
17Ad-15 (17 CFR 240-17Ad-15).

Registered Owner
NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

(e) Form of Initial Certificate. The Initial Certificate shall be in a form set forth
in subsection (a) of this Section, except the heading and first paragraph shall be replaced
and completed as set forth below:

REGISTERED
No. T-1

\$10,120,000

UNITED STATES OF AMERICA
STATE OF TEXAS
POLK COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2008

Issue Date:

CUSIP No.:

February 1, 2008

Registered Owner:

Principal Amount: TEN MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS

Polk County, Texas (hereinafter referred to as the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-----------------------------	-----------------------------------	--------------------------

(Information to be inserted from
schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Issue Date, or the most recent date to which interest has been paid or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 each year, commencing August 15, 2008. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Houston, Texas. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 6.03. CUSIP Registration. The County may secure identification numbers (the "CUSIP numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality

thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion. The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate or may be attached to each Certificate.

Section 6.05. Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS AND APPROVAL OF OFFICIAL STATEMENT

Section 7.01. Sale. (a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$10,212,982.49 (representing the principal amount of the Certificates in the amount of \$10,120,000, plus a net premium of \$171,435.30 and less an underwriters' discount of \$78,452.81) plus accrued interest on the Certificates from February 1, 2008 to the date of closing, in accordance with the terms of a Purchase Agreement of even date herewith, presented to and hereby approved by the Commissioners Court, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the County. The County Judge, or in his absence, any member of the Commissioners Court, is authorized to execute the Purchase Agreement. In addition, other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County. The County Judge and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

(b) Proceeds from the sale of the Certificates shall be deposited and applied as follows:

- (1) From the par amount of \$10,120,000, \$10,000,000 will be placed in the Construction Fund and \$120,000 will be used to pay the costs of issuance.
- (2) Accrued interest, if any, received from the Underwriters shall be deposited into the Interest and Sinking Fund.
- (3) Premium in the amount of \$171,435.30 will be applied to pay the cost of issuance and to deposit \$3,354.44 as a rounding amount into the Interest and Sinking Fund.

- (4) The balance of the proceeds derived from the sale of the Certificates shall be deposited into the Construction Fund for the Project.

Section 7.02. Control and Delivery of Certificates.

(a) The County Judge is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The County Judge and the County Clerk are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the County. The Underwriters are hereby authorized to use and distribute the Official Statement in re-offering, sale, and delivery of the Certificates to the public. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Appropriation for August 15, 2008 Interest Payment.

The County has sufficient funds in its General Fund to make the first interest payment that comes due on the Certificates on August 15, 2008 in the amount of \$218,731.63. Such funds sufficient to make the August 15, 2008 interest payment are appropriated and transferred to the Interest and Sinking Fund for the Certificates, as of the date of delivery and payment for the Certificates.

ARTICLE VIIIINVESTMENTSSection 8.01. Investments.

(a) Money in the Construction Fund and the Interest and Sinking Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund and the Construction Fund shall be credited to the respective Fund.

ARTICLE IXPARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates. On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

(a) The County hereby represents that the proceeds of the Certificates are needed at this time for the purposes specified in Section 3.01 hereof; that based on current facts, estimates and circumstances, it is reasonably expected that final disbursement of the proceeds of the Certificates will occur within three years after the Closing Date, that substantial binding obligations to commence such acquisitions will be incurred within six months of the Closing Date and that the accomplishment of the projects for which the Certificates are hereby issued will proceed with due diligence to completion; that it is not reasonably expected that the proceeds of the Certificates or money deposited in the Interest and Sinking Fund will be used or invested in a manner that would cause the Certificates to be or become "arbitrage bonds," within the meaning of Section 148 of the Code; and that, except for the Interest and Sinking Fund, no other funds or accounts have been established or pledged to the payment of the Certificates.

(b) The County will not take any action or fail to take any action with respect to the investment of the proceeds of the Certificates or any other funds of the County, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the Closing Date, would result in constituting the Certificates "arbitrage bonds," within the meaning of Section 148 of the Code, and the County will not take any deliberate action motivated by arbitrage that would have such result.

(c) The County will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Certificates to the United States) and the regulations promulgated thereunder.

(d) The County will not take any action or fail to take any action which act or omission would result in the interest on the Certificates being includable in gross income for federal tax purposes.

(e) The County will not take any action or fail to take any action which act or omission would result in the Certificates being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.

(f) The County will not take any action or fail to take any action which act or omission would result in the Certificates being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) Proper officers of the County charged with the responsibility of issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the County's current expectations.

(h) The covenants and representations made or required by this Section are for the benefit of the Owners and may be relied upon by the Owners and Bond Counsel for the County.

Section 9.03. Other Representations and Covenants.

(a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the County will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has

been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

Section 9.04. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

(b) Updated Information and Data. The County shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 2007, financial information and operating data with respect to the County that is of the general type included in the Official Statement authorized by Section 7.03, being the information described in Schedules 1, 3 through 7 and 9 through 11 of Appendix A and annual audited financial statements of the County set forth in Appendix C thereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the County may be required to employ from time to time in accordance with State law, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID, and audited financial statements when and if the audited financial statements become available.

If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference

to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(c) Material Event Notices. The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates; and
11. Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section with respect to the County and the Certificates while, but only while, the County remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice required by subsection (c) of this Section of any bond calls and defeasance that cause the County to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the County or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the County.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XIDISCHARGE AND DEFEASANCESection 11.01. Defeasance of Certificates.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon prepayment, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of prepayment or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of prepayment of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of

the Certificate and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Certificate and such Certificate shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Certificate for prepayment in accordance with the provisions of this Order, the County may call such Defeased Certificate for prepayment upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to prepay the Defeased Certificate and the effect of the prepayment is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

ARTICLE XII

MUNICIPAL BOND INSURANCE

Section 12.01. Approval. The purchase of and payment of the premium for municipal bond insurance from Financial Security Assurance Inc. by the County, in accordance with the terms of a commitment for such insurance presented to and hereby approved by the Commissioners Court is hereby authorized. All officials and representatives of the County are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.

ARTICLE XIII

Section 13.01. Further Procedures. The County Judge, County Clerk, and all other officers, employees, and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the

name and under the official seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Certificates and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 13.02. Order a Contract; Amendments. The Order shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Certificate remains outstanding except as permitted in this Section. The County may amend the Order without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the County may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by registered owners for consent to such amendment.

Section 13.03. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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PASSED AND APPROVED this 8th day of January, 2008.

County Judge
Polk County, Texas

ATTEST:

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

Polk 08 cos-order authorizing certs-tmp.wpd

[SIGNATURE PAGE]