



**POLK COUNTY COMMISSIONERS COURT**

(Special Session)  
September 9, 2008  
9:30 A.M.

Polk County Courthouse, 3rd floor  
Livingston, Texas

2008-099

**NOTICE** is hereby given that a Special meeting of the Polk County Commissioners Court will be held on the date stated above, at which time a Public Hearing and meeting will be held to receive comment and consider the following subject/s;

**PUBLIC HEARING ON ROCKY CREEK BRIDGE  
TRAFFIC REGULATION**

**A. RECEIVE PUBLIC HEARING ON ROCKY CREEK BRIDGE TRAFFIC  
REGULATION**

Posted: September 4, 2008

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

I, the undersigned County Clerk, 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 at the Polk County Courthouse at a place readily accessible to the general public at all times on Thursday, September 4, 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](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

BY: Andrea Schmidt, Deputy

FILED FOR RECORD

2008 SEP -4 P 3:53

  
BARBARA MIDDLETON  
POLK COUNTY CLERK

STATE OF TEXAS §  
COUNTY OF POLK §

VOL. 54 1183  
DATE: SEPTEMBER 9, 2008  
SPECIAL MEETING  
Commissioner Willis - Absent  
Commissioner Purvis - Absent

**COMMISSIONERS COURT  
AGENDA POSTING #2008 - 099**

BE IT REMEMBERED ON THIS THE 9th DAY OF SEPTEMBER, 2008  
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.  
RONNIE VINCENT - COMMISSIONER PCT #2, 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.

WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 9:30 A.M.

**"PUBLIC HEARING" ON ROCKY CREEK BRIDGE TRAFFIC REGULATION, PCT #2.**

COMMISSIONER VINCENT STATED THE PURPOSE FOR THE "PUBLIC HEARING"  
CONCERNING THE NEED FOR TRAFFIC REGULATIONS TO BE POSTED ON  
ROCKY CREEK BRIDGE IN PCT #2.

SHERIFF KENNETH HAMMACK ALSO SPOKE IN FAVOR OF THE REGULATIONS  
FOR FUTURE SAFETY ISSUES.

PUBLIC COMMENTS: NONE.

ADJOURN:  
MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT,  
TO ADJOURN THIS SPECIAL SESSION OF COURT ON SEPTEMBER 9, 2008  
AT 9:39 AM.  
ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
BARBARA MIDDLETON, COUNTY CLERK



# POLK COUNTY COMMISSIONERS COURT

September 9, 2008

10:00 A.M.

2008-100

Polk County Courthouse, 3<sup>rd</sup> floor

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.

#### NEW BUSINESS

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).

- A. APPROVE MINUTES OF PREVIOUS MEETING/S: *August 25, 2008 (Special Session) & August 25, 2008 (Regular Session).*
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2008-20, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2008-20(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. DESIGNATE REGULAR TERM OF COMMISSIONERS COURT FOR FY2009 AS SECOND AND FOURTH TUESDAYS OF EACH MONTH.
- G. CONSIDER APPROVAL TO ADVERTISE FOR ANNUAL BIDS.
- H. RATIFY AGREEMENT WITH SENIOR COMMUNITY SERVICE EMPLOYMENT NON-FINANCIAL WORK PROGRAM FOR MAINTENANCE ENGINEERING.
- I. CONSIDER APPROVAL OF SPCA'S REQUEST TO BE ADDED TO JURY DUTY PAY DONATION LIST.
- J. RECEIVE AUDITOR'S MONTHLY REPORT.
- K. CONSIDER SHERIFF'S REQUEST FOR APPROVAL OF CONTRACT RENEWING TRAFFIC

- SAFETY GRANT PROGRAM (STEP) FOR FY09.
  - L. CONSIDER APPROVAL OF COUNTY CLERK'S REQUEST FOR POLLING LOCATION CHANGE FOR VOTING PRECINCT #10 IN CORRIGAN.
  - M. CONSIDER APPROVAL OF RESOLUTION SUPPORTING AGING SERVICES APPLICATION FOR TEXAS DEPARTMENT OF AGRICULTURE'S HOME DELIVERED MEAL GRANT PROGRAM
  - N. RECEIVE DISTRICT CLERK'S SUBMITTAL OF CERTIFIED ORDERS OF DISTRICT JUDGES SETTING COMPENSATION OF COURT REPORTERS AND BAILIFFS OF THE 258<sup>TH</sup> AND 411<sup>TH</sup> JUDICIAL DISTRICTS AND SETTING COMPENSATION AND ALLOWANCES FOR POLK COUNTY AUDITOR AND ASSISTANT AUDITORS.
5. APPROVE ORDER SETTING ELECTED OFFICIAL'S SALARIES, EXPENSES AND ALLOWANCES FOR FY09 BUDGET.
  6. SET SHERIFF'S AND CONSTABLE'S FEES FOR 2009.
  7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2008-21; "REPAIR OF HEADWALLS IN GOODRICH NORTH SUBDIVISION PCT 1" AND DETERMINE METHOD OF FUNDING OF SAID REPAIR.
  8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RESTRICTION OF TRAFFIC ON AND WITHIN 200 FEET OF ROCKY CREEK BRIDGE ON ROCKY CREEK ROAD (PCT. 2).
  9. CONSIDER AUTHORIZATION OF TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM BENEFITS FOR FY2009.

**ADJOURN**

By: John P. Thompson, County Judge

**Posted: Thursday, September 4, 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 Thursday, September 4, 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](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmitt (Deputy)FILED FOR RECORD  
2008 SEP -4 P 3:54*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK



September 9, 2008  
Regular Session - 10:00 a.m.

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

**ADDENDUM to Posting # 2008-100**

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for September 9, 2008 at 10:00 A.M.

AMEND TO ADD;

- O. **CONSIDER SHERIFF'S REQUEST FOR AMENDED LIST RELATING TO USE OF COUNTY INMATE LABOR FOR CIVIC PURPOSES, PURSUANT TO ARTICLE 43.10 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**

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

Dated: Friday, September 5, 2008

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 in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, September 5, 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).

BARBARA MIDDLETON, COUNTY CLERK

BY Andrea Schmidt, Deputy

FILED FOR RECORD  
2008 SEP -5 P 3:50

  
BARBARA MIDDLETON  
POLK COUNTY CLERK

**COMMISSIONERS COURT**  
**AGENDA POSTING #2008 - 100**

BE IT REMEMBERED ON THIS THE 9th DAY OF SEPTEMBER, 2008  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE 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" OVER -  
STREET, 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 REV. DON WILKEY, PASTOR OF THE FIRST BAPTIST CHURCH OF ONALASKA.
  - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JIM (?).
2. PUBLIC COMMENTS:
  - A. JOHN McDOWELL, CHAIRMAN OF THE BIG THICKET LAKE ESTATES PROPERTY OWNERS ASSOCIATION, PRESENTED COMMISSIONER OVERSTREET A LETTER OF APPRECIATION. HE THANKED THE COMMISSIONER FOR HOLDING A RECENT ELECTION (MAY) AND FOR ALL THE ASSISTANCE IN REPAIRING THE ROADS OF THEIR SUBDIVISION.
3. INFORMATION REPORTS:
  - A. ERNEST GALINDO, TAC SAFETY SPECIALIST PRESENTED THE COURT WITH A SAFETY AWARD PLACQUE FROM TEXAS ASSOCIATION OF COUNTIES.
  - B. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR, UPDATED THE COURT ON RECENT HURRICANE "IKE" PREPARATIONS. HE SAID THEY ARE WATCHING THE STORM VERY CLOSELY AND WILL KEEP EVERYONE INFORMED.
  - C. JUDGE THOMPSON REPORTED THAT FORTY EMPLOYEE'S & DEPARTMENT HEADS WORKED AT THE EOC DURING LABOR DAY WEEKEND, IN PREPARATION FOR HURRICANE GUSTAV. ALL EMPLOYEE'S WERE PAID FOR THEIR EXTRA HOURS WORKED.
  - D. RAY STELLY, COUNTY AUDITOR REPORTED THAT THE COUNTY WILL RECEIVE A "GRANT" OF \$208,000.00 TO PAY FOR THE PREVIOUS (THREE) JOHNNY PAUL PENRY MURDER TRIALS. THE COUNTY WAS RESPONSIBLE FOR THE PROSECUTION AS WELL AS THE INDIGENT DEFENSE FEES.
  - E. JEANETTE MONTGOMERY, HUMAN RESOURCES REMINDED EVERYONE ABOUT THEIR EMPLOYEE'S F.M.L.A. HOURS THAT ACCRUE OVER (40) HOURS. THOSE DEPARTMENTS WILL HAVE TO PAY THOSE EMPLOYEE'S BEFORE THE END OF SEPTEMBER, 2008.

JUDGE THOMPSON NOTED ITEM (G) CONCERNING ANNUAL BIDS, IF ANYONE WANTED TO MAKE CHANGES, TO SEE STEPHANIE IN THE AUDITOR'S OFFICE. ITEM (K) SHERIFF'S REQUEST FOR SAFTETY GRANT PROGRAM FY2009. ITEM (O) REQUEST FOR USE OF INMATE LABOR FOR CIVIC PURPOSES.

**MOTION:**

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE TODAY'S CONSENT AGENDA, ITEM'S A THROUGH O. ALL VOTED YES.

- A. APPROVE MINUTES OF PREVIOUS MEETINGS, AUGUST 25, 2008 (SPECIAL SESSION) AND AUGUST 25, 2008 (REGULAR SESSION).
- B. APPROVE BUDGET REVISIONS #2008-20, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVE BUDGET AMENDMENTS #2008-20 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL AND PAYMENT OF BILLS, BY SCHEDULE, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
8/21/08	2,859.50	ACH 303
8/21/08	43,554.30	ACH 304
8/21/08	10,186.24	ACH 305
8/21/08	29,779.28	ACH 306
8/21/08	257,791.81	ACH 307
8/21/08	2,959.16	ACH 308
8/21/08	3,126.19	212900 - 212906
8/21/08	189,234.98	212907 - 212941
8/26/08	42,257.41	ACH 309
8/26/08	22,673.81	212942 - 212959
8/26/08	10,004.00	212960 - 212961
8/28/08	121,552.15	ACH 310
8/28/08	4,903.62	ACH 311
8/28/08	36,706.00	ACH 312
8/28/08	150,147.30	212962 - 212963
8/28/08	9,916.11	212964 - 212968
8/29/08	13,868.48	212969 - 212995
9/02/08	14,647.42	212996 - 213001
9/02/08	231,236.65	213002 - 213112
9/09/08	ADDENDUM (To appear on future schedule)	\$ 4,919.61
TOTAL	\$ 1,197,395.11	

- E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)
- F. DESIGNATE THE REGULAR TERM OF COMMISSIONERS COURT FOR FY-2009 AS SECOND AND FOURTH TUESDAY'S OF EACH MONTH.
- G. APPROVAL TO ADVERTISE FOR ANNUAL BIDS.
- H. RATIFY THE AGREEMENT WITH SENIOR COMMUNITY SERVICE EMPLOYMENT NON-FINANCIAL WORK PROGRAM FOR MAINTENANCE ENGINEERING. (SEE ATTACHED)
- I. APPROVE SPCA'S REQUEST TO BE ADDED TO JURY DUTY PAY DONATION LIST.
- J. RECEIVE AUDITOR'S MONTHLY REPORT.
- K. APPROVE SHERIFF'S REQUEST FOR APPROVAL OF CONTRACT RENEWING TRAFFIC SAFETY GRANT PROGRAM (STEP) FOR FY-2009. (SEE ATTACHED)

- L. APPROVE COUNTY CLERK'S REQUEST FOR POLLING LOCATION CHANGE, FOR VOTING PRECINCT #10, MOVING FROM THE CORRIGAN-CAMDEN SR. HIGH SCHOOL GYMNASIUM TO THE CITY OF CORRIGAN, SECHREST WEBSTER COMMUNITY CENTER, CORRIGAN, TEXAS, INCLUDING EARLY VOTING POLLING PLACE, FROM THE CORRIGAN SUB-COURTHOUSE TO THE CITY OF CORRIGAN, COMMUNITY CENTER BUILDING.
- M. APPROVE "RESOLUTION" SUPPORTING AGING SERVICES APPLICATION FOR TEXAS DEPARTMENT OF AGRICULTURE'S HOME DELIVERED MEAL GRANT PROGRAM. (SEE ATTACHED)
- N. RECEIVE DISTRICT CLERK'S SUBMITTAL OF CERTIFIED "ORDERS" OF DISTRICT JUDGES SETTING COMPENSATION & ALLOWANCES FOR POLK COUNTY AUDITOR, ASSISTANT AUDITOR'S, BALIFF'S & COURT REPORTERS. (SEE ATTACHED)
- O. APPROVE SHERIFF'S REQUEST FOR AMENDED LIST RELATING TO USE OF COUNTY INMATE LABOR FOR CIVIC PURPOSES, PURSUANT TO ARTICLE § 43.10 OF THE TEXAS CODE OF CRIMINAL PROCEDURE. (SEE ATTACHED)

- 5. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE "ORDER" SETTING ELECTED OFFICIALS SALARIES, EXPENSES, AND ALLOWANCES FOR FY-2009 BUDGET. ALL VOTING YES. (SEE ATTACHED)
- 6. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, APPROVAL TO SET THE SHERIFF'S & CONSTABLE'S FEES FOR 2009. ALL VOTING YES. (SEE ATTACHED)
- 7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID # 2008-21 TO DAVIS & BROWN CONSTRUCTION, IN THE AMOUNT OF \$35,970.00, TO REPAIR HEADWALLS IN GOODRICH NORTH SUBDIVISION, IN PRECINCT #1, AND TO DESIGNATE EXPENDITURE ON A FUTURE REIMBURSEMENT RESOLUTION, FROM PCT #1 PERCENTAGE OF PROJECTED ROAD & BRIDGE CAPITAL EXPENSE OF \$1 MILLION, AFTER OCTOBER 1, 2008, BASED ON THE RECOMMENDATION OF RAY STELLY, COUNTY AUDITOR. ALL VOTING YES.
- 8. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE AN "ORDER" TO POST RESTRICTION OF TRAFFIC ON AND WITHIN 200' FEET OF ROCKY CREEK BRIDGE ON ROCKY CREEK ROAD, IN PRECINCT #2. ALL VOTING YES. (SEE ATTACHED)
- 9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE FY2009 RETIREMENT BENEFITS FOR COUNTY EMPLOYEE'S, TO INCLUDE A 2% COST OF LIVING INCREASE FOR RETIREE'S THROUGH (TDCRS) TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM. ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 9th DAY OF SEPTEMBER, 2008 AT 10:24 A.M. ALL VOTING YES.

ATTEST   
BARBARA MIDDLETON, COUNTY CLERK

  
JOHN P. THOMPSON, COUNTY JUDGE



#4(B.)

*Revisions*

AMENDMENT CHANGES BY FUND

#2008-20

COPY

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

*[Signature]*

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 015-622-330	FUEL/OIL	08/14/2008	2K8R20	77,000.00	82,000.00	5,000.00	PER RONNIE VINCENT	SD
2008 015-622-456	PARTS & REPAIR	08/14/2008	2K8R20	70,000.00	65,000.00	5,000.00-	PER RONNIE VINCENT	SD
PRECINCT #2 - ROAD & BRIDGE			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2008 015-623-105	SALARIES	08/18/2008	2K8R20	371,448.32	379,924.93	8,476.61	PER REVISION	SD
2008 015-623-201	SOCIAL SECURITY	08/18/2008	2K8R20	30,076.14	30,809.37	733.23	PER REVISION	SD
2008 015-623-203	RETIREMENT	08/18/2008	2K8R20	34,522.10	35,299.41	777.31	PER REVISION	SD
2008 015-623-204	WORKERS COMPENSATI	08/18/2008	2K8R20	20,872.46	21,323.85	451.39	PER REVISION	SD
2008 015-623-206	UNEMPLOYMENT INSUR	08/19/2008	2K8R20	864.93	882.73	17.80	PER REVISION	SD
2008 015-623-330	FUEL/OIL	08/19/2008	2K8R20	137,505.84	142,505.84	5,000.00	TO COVER FUEL FOR REST OF P	SD
2008 015-623-354	TIRES/TUBES	08/19/2008	2K8R20	9,000.00	14,000.00	5,000.00	TO COVER TIRES FOR REST OF	SD
2008 015-623-571	ROAD MACHINERY/EDU	08/19/2008	2K8R20	645,814.50	635,358.16	10,456.34-	PER REVISION	SD
2008 015-623-571	ROAD MACHINERY/EDU	08/19/2008	2K8R20	635,358.16	625,358.16	10,000.00-	TO COVER FUEL & TIRES FOR R	SD
PRECINCT #3 EXPENSE SUMMARY			TOTAL AMENDMENTS	9	TOTAL CHANGES	.00		
2008 015-624-339	CONSTRUCTION CONTR	08/20/2008	2K8R20	250,783.70	270,783.70	20,000.00	ROAD MATERIAL REVISION	SD
2008 015-624-490	MISCELLANEOUS	08/20/2008	2K8R20	40,908.60	20,908.60	20,000.00-	ROAD MATERIAL REVISION	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		

#4(c.)

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AMENDMENT CHANGES BY FUND

FUND	DESCRIPTION	INCREASE/DECREASE
010	GENERAL FUND	9,864.30-
015	ROAD & BRIDGE ADM	.00
051	AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



2008-20 (a)

9/9/08

09/10/2008 07:56:15

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-342-404	ELECTION EXPENSE R	09/10/2008	2K8A20	15,068.25-	15,493.57-✓	425.32-	TX CENTER FOR JUDICIARY	SD
2008 010-342-404	ELECTION EXPENSE R	09/10/2008	2K8A20	49,296.54-	18,301.57-✓	2,808.00-	POLK CO REPUBLICAN PARTY	SD
2008 010-342-465	TRINITY CO. PRO RA	09/10/2008	2K8A20	48,927.52-	55,927.52-	369.02	SALARY REIMB	SD
			TOTAL AMENDMENTS	4	TOTAL CHANGES	9,864.30-	CORRECTION	SD
2008 015-369-100	CULVERT/MATERIAL R	09/10/2008	2K8A20	1,928.80-	13,139.80-	11,211.00-	OAK TERRACE ESTATES	SD
2008 015-369-100	CULVERT/MATERIAL R	09/10/2008	2K8A20	13,139.80-	13,193.80-	54.00-	CORRECTION	SD
2008 015-369-200	CULVERT/MATERIAL R	09/10/2008	2K8A20	67,217.57-	82,261.41-	15,043.84-	CITY OF ONALASKA	SD
2008 015-369-200	CULVERT/MATERIAL R	09/10/2008	2K8A20	82,261.41-	115,051.40-	32,789.99-	SPORTSMAN RETREAT	SD
2008 015-369-200	CULVERT/MATERIAL R	09/10/2008	2K8A20	115,051.40-	117,051.40-	2,000.00-	CORRECTION CITY OF ONALASKA	SD
2008 015-369-300	CULVERT/MATERIAL R	09/10/2008	2K8A20	.00	760.94-	760.94-	LANSDOWNE MOODY REIMB	SD
			TOTAL AMENDMENTS	6	TOTAL CHANGES	61,859.77-		
2008 015-621-339	CONSTRUCTION CONTR	09/10/2008	2K8A20	365,096.14	376,361.14 ✓	11,265.00	OAK TERRACE ESTATES	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	11,265.00		
2008 015-622-339	CONSTRUCTION CONTR	09/10/2008	2K8A20	391,123.76	408,167.60 ✓	17,043.84	CITY OF ONALASKA	SD
2008 015-622-339	CONSTRUCTION CONTR	09/10/2008	2K8A20	408,167.60	440,957.59 ✓	32,789.99	SPORTSMAN RETREAT	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	49,833.83		
2008 015-623-456	PARTS & REPAIRS	09/10/2008	2K8A20	84,809.07	85,570.01 ✓	760.94	LANSDOWNE MOODY REIMB	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	760.94		
2008 051-360-150	MISCELLANEOUS REVE	09/10/2008	2K8A20	220.00-	532.05- ✓	312.05-	DETCOG FUEL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	312.05-		
2008 051-645-333	RAW FOOD	09/10/2008	2K8A20	50,786.57	51,098.62 ✓	312.05	DETCOG FUEL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	312.05		

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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,080.37
185	CCAP - JUVENILE PROBATION	779.13
	TOTAL OF ALL FUNDS	2,859.50

*ACH 303*

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

*Asst*

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*Charles A. Ciaroni*  
*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,678.50
015	ROAD & BRIDGE ADM	6,740.74
027	SECURITY	181.12
051	AGING	587.80
101	ADULT SUPERVISION	4,292.10
185	CCAP - JUVENILE PROBATION	2,074.04
TOTAL OF ALL FUNDS		43,554.30

*AC 11 304*

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

RAY STELLY  
*AS8* COUNTY AUDITOR *Cherie Halimant*  
 JOHN P. THOMPSON *John P. Thompson*  
 COUNTY JUDGE \_\_\_\_\_

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,941.02
015	ROAD & BRIDGE ADM	1,576.54
027	SECURITY	42.36
051	AGING	137.46
101	ADULT SUPERVISION	1,003.80
185	CCAP - JUVENILE PROBATION	485.06
TOTAL OF ALL FUNDS		10,186.24

ACH 305

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

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

*Chargie N. Cingolati*  
*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	20,670.73
015	ROAD & BRIDGE ADM	4,235.75
027	SECURITY	133.02
051	AGING	202.32
101	ADULT SUPERVISION	2,995.75
185	CCAP - JUVENILE PROBATION	1,542.41
TOTAL OF ALL FUNDS		29,779.98

*AC H 306*

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Margie A. [Signature]*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	176,579.37
015	ROAD & BRIDGE ADM	40,296.80
027	SECURITY	1,053.01
051	AGING	3,839.15
101	ADULT SUPERVISION	24,275.94
185	CCAP - JUVENILE PROBATION	11,737.54
TOTAL OF ALL FUNDS		257,781.81

ALH 307

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

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,520.86
015 ROAD & BRIDGE ADM	438.30
	-----
TOTAL OF ALL FUNDS	2,959.16

ACT 308

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Chargen Aumont*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,323.69
015	ROAD & BRIDGE ADM	720.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		3,126.19

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

*Assst*

RAY STELLY

COUNTY AUDITOR

*Thargie Nelms*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	153,267.26
015	ROAD & BRIDGE ADM	3,383.68
019	JUDICIAL CENTER CONSTRUCTION F	31,506.96
020	CONSTRUCTION FUND	300.00
048	DISTRICT ATTY SPECIAL FUND	15.59
051	AGING	761.49
TOTAL OF ALL FUNDS		189,234.98

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

RAY STELLY  
 COUNTY AUDITOR *Margie Gierant*  
 JOHN P. THOMPSON *John P. Thompson*  
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1202

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	42,257.41
	TOTAL OF ALL FUNDS	42,257.41

*ACH 309*

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Margie V. Ainsworth*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	22,673.81
	-----
TOTAL OF ALL FUNDS	22,673.81

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

RAY STELLY

*Asst*

COUNTY AUDITOR

*Margie H. Anderson*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

\_\_\_\_\_

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1204

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,004.00
	TOTAL OF ALL FUNDS	----- 10,004.00

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

Asst  
RAY STELLY  
COUNTY AUDITOR  
JOHN P. THOMPSON  
COUNTY JUDGE

Chagie H. Eisenberg  
John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	79,768.14
015	ROAD & BRIDGE ADM	17,687.36
027	SECURITY	511.91
051	AGING	1,551.45
101	ADULT SUPERVISION	16,500.91
185	CCAP - JUVENILE PROBATION	5,532.38
TOTAL OF ALL FUNDS		121,552.15

*ACH 310*

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Margie B. Cusworth*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*



FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	4,903.62
	TOTAL OF ALL FUNDS	4,903.62

ACH 311

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Margie H. Limonick*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	36,706.00
TOTAL OF ALL FUNDS	36,706.00

*ACH 312*

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

*Ass*

RAY STELLY  
 COUNTY AUDITOR *Marie N. Thompson*  
 JOHN P. THOMPSON *John P. Thompson*  
 COUNTY JUDGE \_\_\_\_\_

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	117,020.20
015	ROAD & BRIDGE ADM	24,711.63
027	SECURITY	562.59
051	AGING	1,687.78
185	CCAP - JUVENILE PROBATION	6,165.10
TOTAL OF ALL FUNDS		150,147.30

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

Asst  
RAY STELLY  
COUNTY AUDITOR Margie H. Campbell  
JOHN P. THOMPSON John P. Thompson  
COUNTY JUDGE \_\_\_\_\_

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,638.87
015	ROAD & BRIDGE ADM	1,388.77
027	SECURITY	17.66
051	AGING	127.70
185	CCAP - JUVENILE PROBATION	743.11
TOTAL OF ALL FUNDS		9,916.11

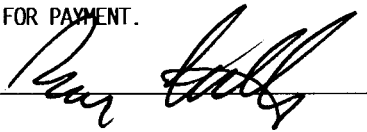
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY  
*Asst* COUNTY AUDITOR *Chargie N. Almonate*  
JOHN P. THOMPSON *John P. Thompson*  
COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,091.50
015	ROAD & BRIDGE ADM	397.84
020	CONSTRUCTION FUND	7,050.00
051	AGING	329.14
TOTAL OF ALL FUNDS		13,868.48

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

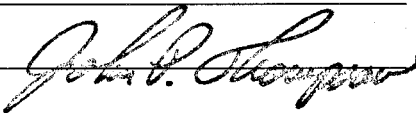
RAY STELLY

  
\_\_\_\_\_

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

  
\_\_\_\_\_

COUNTY JUDGE

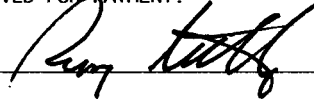
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,431.42
051	AGING	216.00
		-----
	TOTAL OF ALL FUNDS	14,647.42

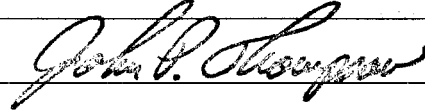
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	81,420.95
015	ROAD & BRIDGE ADM	147,599.30
027	SECURITY	66.80
040	LAW LIBRARY FUND	723.50
051	AGING	117.80
088	JUDICIARY FUND	1,183.30
093	CO CLERK RECORDS MGMT FUND	125.00
TOTAL OF ALL FUNDS		231,236.65

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

Asst
  
 RAY STELLY \_\_\_\_\_
   
 COUNTY AUDITOR *Raigen Limpert*
  
 JOHN P. THOMPSON \_\_\_\_\_
   
 COUNTY JUDGE *John P. Thompson*

ADDENDUM  
SCHEDULE OF BILLS  
SEPTEMBER 9, 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
CINTAS	UNIFORMS	R&B#4	015-624-300	\$ 143.29
CINTAS	UNIFORMS	R&B#1	015-621-300	\$ 481.74
COLVIN AUTO PARTS	PARTS & SUPPLIES	R&B#4	015-624-456	\$ 665.85
COLVIN AUTO PARTS	PARTS & SUPPLIES	R&B#1	015-621-456	\$ 58.16
LEXIS-NEXIS	INDIGENT CARE	SOC. SERVICES	010-645-315	\$ 12.55
ONALASKA FARM & RANCH	SUPPLIES	R&B#2	015-622-337	\$ 12.98
ROMAYER SAND & GRAVEL	ROCK	R&B#4	015-624-339	\$ 2,962.44
SHORTY'S KEY, LOCK	KEYS	SHERIFF DEPT	010-560-393	\$ 100.00
VINCENT, RONNIE	TRAVEL REIMBURSEMENT	R&B#2	015-622-427	\$ 482.60
TOTAL				<u>\$ 4,919.61</u>





August 26, 2008 - September 9, 2008

REVISED  
COPIES  
#4

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	GROUP	STEP & WAGE	ACTION TAKEN
(1)	DUSTIN R. CHRISTOPHER	SHERIFF	1043 TELECOMMUNICATION OPERATOR	REGULAR	14/01 \$23,544.98	DISMISSAL EFFECTIVE 08/25/2008
(2)	BOBBYE JOY CHRISTOPHER	DISTRICT CLERK	105 DEPUTY CLERK	FULL TIME LABOR POOL	12/01 \$10.28/HR	RECLASSIFY TO REGULAR FULL TIME, #106 COURT CLERK, \$23,544.98 EFFECTIVE 09/10/2008
(3)	GUY FREDERICK RASBERRY	R&B	115 FOREMAN I	REGULAR FULL TIME	20/04 \$33,914.19	MERIT INCREASE TO <del>2006-255,000.00</del> 20/05 \$34,749.73 EFFECTIVE 09/15/08
(4)	WILLIAM D. ALLEN	R&B	113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR FULL TIME	12/09 \$25,944.46	MERIT INCREASE TO 12/11, \$27,251.33 EFFECTIVE 09/15/08
(5)	BRENDA GOKEY HAMBRICK	R&B	902 OFFICE MANAGER	REGULAR FULL TIME	17/08 \$32,307.39	MERIT INCREASE TO 17/10, \$33,914.19 EFFECTIVE 09/15/08
(6)	JAMES EDWARD PEDEN	R&B	108 HEAVE EQUIPMENT OPERATOR	REGULAR FULL TIME	16/05 \$28,601.04	MERIT INCREASE TO 16/07, \$30,036.45 EFFECTIVE 09/15/08
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						



# SCSEP HOST AGENCY AGREEMENT

State TX  
County Polk

Name of Host Agency <u>Polk County - MAINTENANCE Dept.</u>		Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Address <u>602 E. Church St.</u>		State <u>TX</u>	Zip <u>77351</u>
Telephone <u>936-327-6808</u>	Fax <u>936-398-5154</u>	FEIN <u>74-1718262</u>	

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

**B. HOST AGENCY RESPONSIBILITIES:** Host Agency agrees to:

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

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

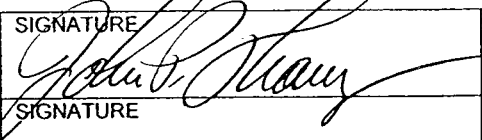


## SCSEP HOST AGENCY AGREEMENT PART TWO

State TXCounty Polk

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

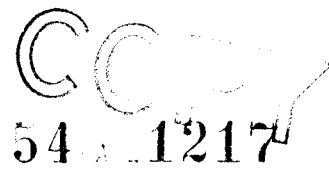
My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE <u>JOHN P. THOMPSON, Polk County Judge</u>	SIGNATURE 	DATE <u>8/22/08</u>
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

Rev. 7/15/04

Jan,  
 Carl O'Steen will be working at Polk County Annex for Jay Burben. This is the only document that needs Judge Thompson's Signature + date as indicated by the yellow highlights. Thanks for your attention to this matter.  
 Sandy Aleshni  
 936-327-0250 ofc.  
 808-271-7272 cell.

#4(K.)



VOL.

54 1217

# Texas Traffic Safety eGrants

## Fiscal Year 2009

**Organization Name:** Polk County Sheriff's Office

**Legal Name:** County of Polk

**Payee Identification Number:** 17460016219032

**Project Title:** STEP 2009 Comprehensive

**ID:** 2009-PolkCo-S-SYG-0151

**Period:** 10/01/2008 to 09/30/2009

COPY

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

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

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2009.

**Project Title: STEP 2009 Comprehensive**

**Grant Period:** This Grant becomes effective on **10/01/2008** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2009** unless terminated or otherwise modified.

**Total Awarded: \$77,792.43**

**Amount Eligible for Reimbursement: \$69,992.43**

**Match Amount: \$7,800.00**

County of Polk  
STEP 2009 Comprehensive

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

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

THE SUBGRANTEE

THE STATE OF TEXAS

County of Polk

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

[Legal Name of Agency]

By:   
[Authorized Signature]

By: \_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

John P. Thompson  
[Name]

\_\_\_\_\_  
[Name]

Polk County Judge  
[Title]

\_\_\_\_\_  
[Title]

Date: September 9th, 2008

Date: \_\_\_\_\_

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

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

N/A  
[Resolution Number]

County of Polk  
**STEP 2009 Comprehensive**

---

### Program Element Selection

#### YEAR LONG

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

#### WAVE

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

#### CMV

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

**Note: If a DWI component is selected above, an SFST letter is no longer required to be submitted with the proposal.**

**General Information**

**Project Title** STEP 2009 Comprehensive

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

**Project Director Name** J. R. Jones

**Organization Address** 602 E. Church  
Suit 101  
Livingston, TX 77351

**Mailing Address**

**Multi Year Proposal Selection**



**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

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

**ARTICLE 2. STANDARD ASSURANCES**

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

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

- purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
  - H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
  - I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
  - J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
  - K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
  - L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
  - M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

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unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

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

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

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

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

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

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

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

#### **ARTICLE 4. LIMITATION OF LIABILITY**

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

#### **ARTICLE 5. AMENDMENTS**

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

## **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

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

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

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

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

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

## **ARTICLE 7. REPORTING AND MONITORING**

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

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

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

overruns, or high unit costs.

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

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

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

#### **ARTICLE 8. RECORDS**

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

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

#### **ARTICLE 9. INDEMNIFICATION**

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

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

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

#### **ARTICLE 10. DISPUTES AND REMEDIES**

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

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

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

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

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

#### **ARTICLE 12. INSPECTION OF WORK**

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

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

#### **ARTICLE 13. AUDIT**

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

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

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

#### **ARTICLE 15. GRATUITIES**

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

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

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a



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bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

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

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

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

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

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

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

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

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

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

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

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. *Compliance with regulations:* The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. *Nondiscrimination:* The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. *Solicitations for subcontracts, including procurement of materials and equipment:* In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

- by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE**

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

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

These requirements shall be included in any subcontract.

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

#### **ARTICLE 24. DEBARMENT/SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

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

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

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Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

#### **ARTICLE 26. CHILD SUPPORT STATEMENT**

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

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

**RESPONSIBILITIES OF THE SUBGRANTEE:**

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

County of Polk  
**STEP 2009 Comprehensive**

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report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

**RESPONSIBILITIES OF THE DEPARTMENT:**

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices



### Goals and Objectives

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

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

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

**Strategy:** Increase enforcement of DWI laws.

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

**Strategy:** Increase enforcement of occupant protection laws.

I agree to the above goals and strategies.

**Baseline Information**

**Baseline Year (12 months)** From 1/1/2006 to 12/31/2006

<b>Baseline Measure</b>	<b>Baseline Number</b>
<b>Number of Driving While Intoxicated (DWI) arrests</b>	10
<b>Number of speed citations</b>	61
<b>Number of safety belt citations</b>	7
<b>Number of child safety seat citations</b>	5
<b>Number of alcohol-related crashes</b>	44
<b>Number of speed-related crashes</b>	84

	<b>Baseline Number</b>	<b>Month/Year of Survey</b>
<b>Percentage of speed compliance</b>	39 %	02/08
<b>Percentage of safety belt usage</b>	73 %	02/08
<b>Attach Speed survey data</b>	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/38318-PolkCo-Speed.pdf">https://www.dot.state.tx.us/apps/egrants/_Upload/38318-PolkCo-Speed.pdf</a>	
<b>Attach Safety Belt survey data</b>	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/38318-PolkCo-OP.pdf">https://www.dot.state.tx.us/apps/egrants/_Upload/38318-PolkCo-OP.pdf</a>	
<b>Support Document not included in Survey Data</b>	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/38318-Letter for 2006 states.doc">https://www.dot.state.tx.us/apps/egrants/_Upload/38318-Letter for 2006 states.doc</a>	

**Law Enforcement Objective/Performance Measure**

Objective/Performance Measure	Target Number
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	75
b. Increase speed citations by	3000
c. Increase safety belt citations by	300
d. Increase child safety seat citations by	300
<b>2. Proposed total number of traffic related crashes</b>	
a. Reduce the number of alcohol-related crashes to	20
b. Reduce the number of speed-related crashes to	20
<b>3. Increase speed compliance</b>	
a. Increase the speed compliance rate to	49%
<b>4. Increase safety belt usage</b>	
a. Increase the safety belt usage rate among drivers and front seat passengers to	78%
<b>5. Number of Enforcement Hours</b>	2007

**Note:**

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

**Step Indicator****2.62**

**PI&E Objective Performance/Measure**

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

County of Polk  
STEP 2009 Comprehensive

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)

Site Number	Site Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
1	Speed	US 59 @ 942 14 Miles of roadway 55 mph	44	Monday-Sunday 6a-6p
2	Speed	US 59 @ Laurella Loop 14 Miles of Roadway 70 mph	45	Monday-Sunday 6a-6p
3	Speed	US 59 @ FM 1987 14 Miles of roadway 70 mph	47	Monday-Sunday 6a-6p
4	Speed	US 190 @ Forest Hills 14 Miles of roadway 55	44	Monday-Sunday 6a-6p
5	Speed	US 287 @ Asia Rd 14 Miles of roadway 55 mph	39	Monday-Sunday 6a-6p
6	Speed	US 190 @ Bear Creek 14 Miles of roadway 70 mph	47	Monday-Sunday 6a-6p
7	Speed	1500 US 190 east of Livingston 14 Miles of roadway 60	41	Monday-Sunday 6a-

mph

6p

County of Polk  
STEP 2009 Comprehensive

Operational Plan

Not Applicable (Click on this check-box if this is a Multi-Year proposal and if you would like to use the Yr1 Operational Plan)

Site Number	Site Type	Site Description	Survey Results (Compliance Percentage)	Enforcement Period
8	Speed	Texas 146 @ FM 1988 14 Miles of roadway 60 mph	43	Monday-Sunday 6a-6p
9	Speed	US 59 @ FM 1988 14 Miles of roadway 55 mph	47	Monday-Sunday 6a-6p
1	ORS	Jurisdiction Wide	73	Monday-Sunday 6a-6p
1	DWI	Jurisdiction Wide		Fri 10pm-Sun 4am

**Budget Summary**

<b>Budget Category</b>	<b>TxDOT</b>	<b>Match</b>	<b>Total</b>
<b>Category I - Labor Costs</b>			
(100) Salaries:	\$52,498.19	\$0	\$52,498.19
(200) Fringe Benefits:	\$10,365.24		\$10,365.24
<b>Sub-Total:</b>	<b>\$62,863.43</b>	<b>\$0</b>	<b>\$62,863.43</b>
<b>Category II - Other Direct Costs</b>			
(300) Travel:	\$6,529.00	\$7,800.00	\$14,329.00
(400) Equipment:			\$0
(500) Supplies:	\$600.00	\$0	\$600.00
(600) Contractual Services:			\$0
(700) Other Miscellaneous:			\$0
<b>Sub-Total:</b>	<b>\$7,129.00</b>	<b>\$7,800.00</b>	<b>\$14,929.00</b>
<b>Total Direct Costs:</b>	<b>\$69,992.43</b>	<b>\$7,800.00</b>	<b>\$77,792.43</b>
<b>Category III - Indirect Costs</b>			
(800) Indirect Cost Rate:			\$0
<b>Summary</b>			
<b>Total Labor Costs:</b>	<b>\$62,863.43</b>	<b>\$0</b>	<b>\$62,863.43</b>
<b>Total Direct Costs:</b>	<b>\$7,129.00</b>	<b>\$7,800.00</b>	<b>\$14,929.00</b>
<b>Total Indirect Costs:</b>			<b>\$0</b>
<b>Grand Total</b>	<b>\$69,992.43</b>	<b>\$7,800.00</b>	<b>\$77,792.43</b>
<b>Fund Sources (Percent Share):</b>	<b>89.97%</b>	<b>10.03%</b>	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.



#4(M)  
VOL.

RESOLUTION AUTHORIZING COUNTY GRANT

COPY

TEXAS DEPARTMENT OF AGRICULTURE  
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF POLK, TEXAS (the "County"), CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO POLK COUNTY AGING DEPARTMENT (*name of organization or agency*), AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY (the "Organization") and CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program"); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

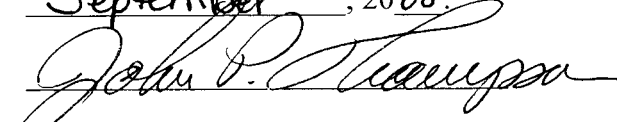
**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 60,000.00 (*amount of County grant*), to be used between the 1st of September, 2008 (*date*) and the 31st of August, 2009 (*date*).

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 9<sup>th</sup> day of September, 2008.

  
Signature of Authorized Official

John P. Thompson  
Typed Name and Title

**NOTE: All information shown in this resolution must be included in the resolution passed by the County.**



# Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

TODD STAPLES, COMMISSIONER

[FOR TDA USE ONLY]	
File No.	_____
Date:	_____
Ref. File No:	_____

## ER-201

<b>SECTION A - ORGANIZATION INFORMATION</b>						
(1) Full Legal Business Name of Organization Polk County, Texas (Governmental Entity)						
(2) 'Doing Business As' (DBA) Name (if applicable)						
(3) Contact Name JOHN P. THOMPSON						
(3) Title (Check One)	<input type="checkbox"/>	Executive Director	<input type="checkbox"/>	Chief Financial Officer	<input type="checkbox"/>	Chief Executive Officer
	<input checked="" type="checkbox"/>	County Judge	<input type="checkbox"/>	Other _____		
(5) Mailing Address 101 E. CHURCH STREET, STE. 300						
(6) City LIVINGSTON	(7) County POLK	(8) State TEXAS	(9) Zip 77351			
(10) Physical Address						
(11) City	(12) County	(13) State	(14) Zip			
(15) Email Address of Contact Person john.thompson@co.polk.tx.us						
(16) Phone (936) 327 - 6813 Ext.		(17) Fax (936) 327 - 6891				
(18) Federal Identification Number: (must be nine (9) digits) <u>7 4 - 6 0 0 1 6 2 1</u>						
(19) In order to receive this grant, the organization must be a governmental agency, or a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code.  Please check one:      A private nonprofit organization <input type="checkbox"/> A governmental agency <input checked="" type="checkbox"/>						
(20) Please list all of the Texas counties in which the organization serves home-delivered meals: POLK COUNTY, TEXAS						

**SECTION B – SERVICE INFORMATION**

**An organization must submit one application per county.** If the applicant serves meals in multiple counties, a separate application is required for the meals in each county for which a grant is sought.

(21) The **County** in which meals were served (**questions 22 and 23 pertain to this county only**):  
POLK COUNTY

(22) **Total** number of meals delivered to homebound elderly and/or disabled in county between Sept. 1, 2007 and Aug. 31, 2008 (regardless of funding source):  
33,629

(23) **Grant amount** to be received from the county during the 2009 state fiscal year:  
\$60,000.00

**SECTION C – CERTIFICATIONS**

**By signing below, Applicant:**

- (1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
- (2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
- (3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct to the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;
- (4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; and
- (5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

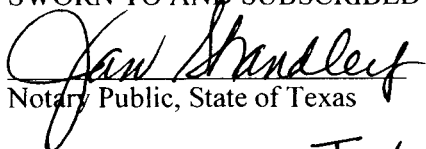
**Applicant further certifies that:**

- (1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.
- (2) Applicant practices nondiscrimination.
- (3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.
- (4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter 0, Section 1.953 of the Texas Administrative Code.
- (5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.
- (6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.
- (7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.

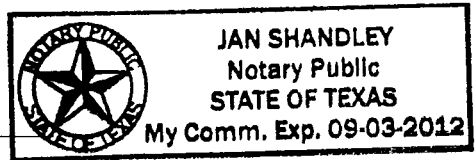
**Notice of Penalties:** The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Executive Director or Contact named in Sec. A (3) (Print): <b>JOHN P. THOMPSON-COUNTY JUDGE</b>	Signature 	Date <b>9/9/08</b>
--	---	-----------------------

State of Texas  
County of POLK  
SWORN TO AND SUBSCRIBED before me on the 9<sup>th</sup> day of September, 2008.

  
Notary Public, State of Texas

Notary's printed name: JAN SHANDLEY  
Notary's commission expires: 09-03-2012



SECTION C CONTINUED - CERTIFICATIONS		
Chair, Board of Directors (Print)	Signature	Date
State of Texas County of _		
SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.		
_____ Notary Public, State of Texas		
Notary's printed name: _____		
Notary's commission expires: _____		

SECTION D - ATTACHMENT CHECKLIST
<p><b>REQUIRED:</b></p> <p><input type="checkbox"/> Documentation of qualifying nonprofit private organization, if applicable (i.e. IRS Determination Letter).</p> <p><input type="checkbox"/> List of nonprofit's Board of Directors and Officers, if applicable.</p> <p><input checked="" type="checkbox"/> Resolution from county describing amount of grant awarded and approving accounting system or fiscal agent completed by the county in which meal service reimbursement is requested. Use the attached form of resolution.</p> <p><input checked="" type="checkbox"/> Most recent financial statement or audited financial report.</p> <p><b>OPTIONAL:</b></p> <p><input checked="" type="checkbox"/> <b>Optional:</b> Direct Deposit Form to arrange electronic deposit of grant payments.</p> <p><input type="checkbox"/> <b>Optional:</b> Payee Identification Number Application if the organization has not received any payments from the State of Texas.</p> <p><b>Please note that an incomplete application may result in failure to qualify for grant funds.</b></p>

**ALL APPLICATIONS MUST BE POSTMARKED BY NOVEMBER 1, 2008 TO BE ELIGIBLE FOR PROGRAM FUNDS.**

**MAIL YOUR APPLICATION TO TDA AT THIS ADDRESS:**

**HOME-DELIVERED MEAL GRANT PROGRAM  
Texas Department of Agriculture  
P.O. Box 12847  
Austin, TX 78711**

**For more information, please contact TDA's External Relations Division at: (512) 463-6908.**

#24 (N)



KATHY E. CLIFTON  
POLK COUNTY DISTRICT CLERK

101 West Church Street, Suite 205  
Livingston, Texas 77351

Phone: (936)327-6814  
Fax: (936)327-6851

September 4, 2008

Honorable John Thompson  
Polk County Courthouse, 3<sup>rd</sup> Floor  
Livingston, Texas 77351

Re: Salary Budgets set by District Judges for FY2009

Judge Thompson,

Enclosed please find a certified copy of the compensation levels set by the District Judges for the County Auditor and Assistants.

Thank you for your consideration,

Sincerely,

*Kathy E. Clifton*  
Kathy E. Clifton  
Polk County District Clerk

cc: Barbara Middleton  
County Clerk

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

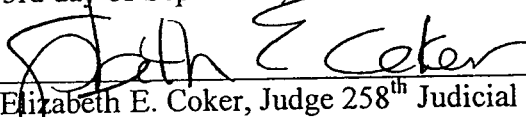
KNOW ALL MEN BY THESE PRESENTS:

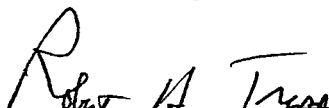
THAT WE, ELIZABETH E. COKER, Judge of the 258<sup>th</sup> Judicial District and ROBERT H. TRAPP, Judge of the 411<sup>th</sup> Judicial District in and for Polk County, Texas in accordance with Section 152.031, Title 5, of the Local Government Code, after a public hearing held on September 3<sup>rd</sup>, 2008, notice having been duly published in a newspaper of general circulation in Polk County, set the compensation levels, to be paid in twenty-six equal payments, for the following positions in Polk County for the budget and fiscal year commencing October 1, 2008 and closing September 30, 2009.

**Position**

County Auditor	\$58,199.58
Assistant County Auditor	\$34,812.87
Assistant County Auditor	\$33,524.99
<del>Assistant County Auditor</del>	<del>\$33,524.99</del>
County Auditor—travel allowance	\$ 4,256.90

WITNESS our hands this the 3rd day of September, 2008.

  
Elizabeth E. Coker, Judge 258<sup>th</sup> Judicial District

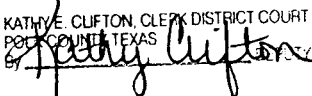
  
Robert H. Trapp, Judge 411<sup>th</sup> Judicial District

Attest:

  
Kathy Clifton, District Clerk

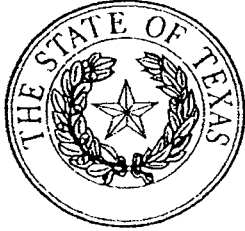
  
Barbara Middleton, County Clerk

THE STATE OF TEXAS }  
COUNTY OF POLK }  
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby  
Certify the above instrument is a true copy of the Order Setting  
Salary in Cause No. \_\_\_\_\_ as the same appears of  
Record in my office Vol. \_\_\_\_\_ Page \_\_\_\_\_ in the minutes of  
The Court District of Polk County, Texas.  
Given under my hand and seal of said Court on this the 4th day  
of September, 2008.

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


FILED FOR RECORD  
2008 SEP -3 .PM 1:55  
KATHY E. CLIFTON-DISTRICT CLERK  
POLK COUNTY, TEXAS  
BY KC

COPY



KATHY E. CLIFTON  
POLK COUNTY DISTRICT CLERK

101 West Church Street, Suite 205  
Livingston, Texas 77351

Phone: (936)327-6814  
Fax: (936)327-6851

September 4, 2008

Honorable John Thompson  
Polk County Judge  
Polk County Courthouse, 3<sup>rd</sup> Floor  
Livingston, Texas 77351

Re: Salary Budgets set by Judge Robert H. Trapp for FY2009

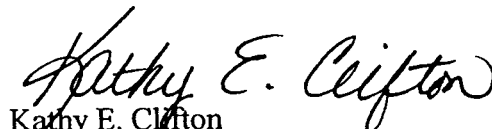
Judge Thompson,

Enclosed please find certified copies of the following orders signed by Judge Robert H. Trapp for FY2009 salary budgets:

- (1) Order setting salary for Laura D. Wells, Official Court Reporter of the 411<sup>th</sup> Judicial District Court; and
- (2) Order setting salary for Robert Price, Official Bailiff of the 411<sup>th</sup> Judicial District Court.

Thank you for your consideration,

Sincerely,

  
Kathy E. Clifton  
Polk County District Clerk

cc: Honorable Robert H. Trapp  
411<sup>th</sup> Judicial District Judge

Honorable Rebecca Capers  
San Jacinto County District Clerk

Honorable Cheryl Cartwright  
Trinity County District Clerk

STATE OF TEXAS }

COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Laura D. Wells, Official Court Reporter of the 411<sup>th</sup> Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$55,534.66 effective with the annual fiscal period beginning October 1, 2008. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

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

WITNESS MY HAND THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2008

Robert H. Trapp  
Robert Hill Trapp, District Judge  
411<sup>th</sup> Judicial District of Texas

COUNTY OF POLK }  
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby  
Certify the above instrument is a true copy of the order setting  
Salary in Cause No. \_\_\_\_\_ as the same appears of  
Record in my office Vol. \_\_\_\_\_ Page \_\_\_\_\_ in the minutes of  
The Court District of Polk County, Texas. 4th day  
Given under my hand and seal of said Court on this the 3rd  
of September 2008

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

FILED FOR RECORD  
2008 SEP -3 PM 1:55  
KATHY E. CLIFTON - DISTRICT CLERK  
POLK COUNTY, TEXAS  
BY K



STATE OF TEXAS }

COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Robert Price, Official Bailiff of the 411<sup>th</sup> Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$31,283.26 per year and a travel allowance to be \$150 per month, a cell phone allowance to be \$64.62 per month and law enforcement certificate pay to be commensurate with the amounts paid by Polk County for the level he has attained effective October 1, 2008 effective with the annual fiscal period beginning October 1, 2008. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

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

WITNESS MY HAND THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2008

*Robert D. Trapp*  
Robert Trapp, District Judge  
411<sup>th</sup> Judicial District of Texas

STATE OF TEXAS }  
COUNTY OF POLK }  
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby  
Certify the above instrument is a true copy of the Order Setting  
Salary in Cause no. \_\_\_\_\_ as the same appears of  
Record in my office Year \_\_\_\_\_ Page \_\_\_\_\_ in the minutes of  
The Court District of Polk County, Texas.  
Given under my hand and seal of said Court on this the 4<sup>th</sup> day  
of September, 2008

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

FILED FOR RECORD  
2008 SEP -3 PM 1:55  
KATHY E. CLIFTON, DISTRICT CLERK  
POLK COUNTY, TEXAS  
BY Kc



101 West Church Street, Suite 205  
Livingston, Texas 77351

VOL. 64 Page 1255  
**COPY**  
**KATHY E. CLIFTON**  
**POLK COUNTY DISTRICT CLERK**

Phone: (936)327-6814  
Fax: (936)327-6851

September 4, 2008

Honorable John Thompson  
Polk County Judge  
Polk County Courthouse, 3<sup>rd</sup> Floor  
Livingston, Texas 77351

Re: Salary Budgets set by Judge Elizabeth E. Coker for FY2009

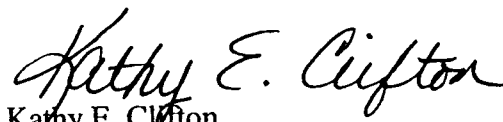
Judge Thompson,

Enclosed please find certified copies of the following orders signed by Judge Elizabeth E. Coker for FY2009 salary budgets:

- (1) Order setting salary for Graciela I. Caka, Official Court Reporter of the 411<sup>th</sup> Judicial District Court; and
- (2) Order setting salary for Tracy I. Galloway, Official Bailiff of the 411<sup>th</sup> Judicial District Court.

Thank you for your consideration,

Sincerely,

  
Kathy E. Clifton  
Polk County District Clerk

cc: Honorable Elizabeth E. Coker  
411<sup>th</sup> Judicial District Judge

Honorable Rebecca Capers  
San Jacinto County District Clerk

Honorable Cheryl Cartwright  
Trinity County District Clerk

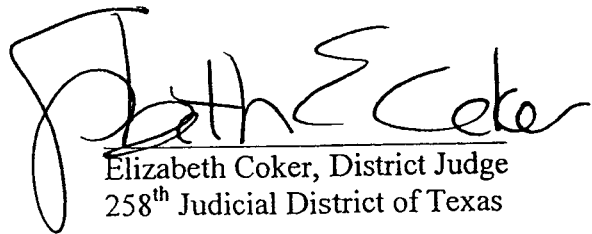
STATE OF TEXAS }

COUNTY OF POLK }

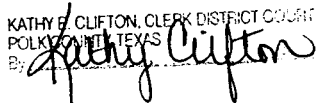
In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Graciela I. Caka, Official Court Reporter of the 258<sup>th</sup> Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$55,534.66 effective with the annual fiscal period beginning October 1, 2008. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

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

WITNESS MY HAND THIS 3rd DAY OF SEPTEMBER, 2008

  
Elizabeth Coker, District Judge  
258<sup>th</sup> Judicial District of Texas

STATE OF TEXAS }  
COUNTY OF POLK }  
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby  
Certify the above instrument is a true copy of the Order Setting  
Salary in Cause No. \_\_\_\_\_ as the same appears of  
Record in my office vol. \_\_\_\_\_ Page \_\_\_\_\_ in the minutes of  
The Court District of Polk County, Texas. 4th  
Given under my hand and seal of said Court on this the \_\_\_\_\_ day  
of September, 2008

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

FILED FOR RECORD  
2008 SEP -3 PM 1:55  
KATHY E. CLIFTON, DISTRICT CLERK  
POLK COUNTY, TEXAS  
BY Kc

STATE OF TEXAS }

COUNTY OF POLK }

In accordance with and pursuant to Article 52.051 and 52.054 of the *Government Code of Vernon's Texas Codes Annotated* of the State of Texas, the salary of Tracy I. Galloway, Official Bailiff of the 258<sup>th</sup> Judicial Court of Texas, composed of Polk, San Jacinto and Trinity Counties is hereby ordered to be \$31,283.26 per year and a travel allowance to be \$150 per month, a cell phone allowance to be \$64.62 per month and law enforcement certificate pay to be commensurate with the amounts paid by Polk County for the level she has attained effective October 1, 2008 effective with the annual fiscal period beginning October 1, 2008. Such salary is to be spread over twenty-six equal installments and each county is to be billed its respective share on a pro rata basis.

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

WITNESS MY HAND THIS 3rd DAY OF SEPTEMBER, 2008.

*Elizabeth Coker*  
Elizabeth Coker, District Judge  
258<sup>th</sup> Judicial District of Texas

STATE OF TEXAS }  
COUNTY OF POLK }  
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby  
Certify the above instrument is a true copy of the Order Setting  
Salary Cause No. \_\_\_\_\_ Page \_\_\_\_\_ as the same appears of  
Record in my office Vol. \_\_\_\_\_ Page \_\_\_\_\_ in the minutes of  
The Court District of Polk County, Texas. 4th day  
Given under my hand and seal of said Court on this the \_\_\_\_\_  
of September, 2008  
KATHY E. CLIFTON, CLERK DISTRICT COURT  
POLK COUNTY, TEXAS  
*Kathy Clifton*

FILED FOR RECORD  
2008 SEP -3 PM 1:55  
KATHY E. CLIFTON, DISTRICT CLERK  
POLK COUNTY, TEXAS  
BY Kc

#4(0.)

Polk County



**KENNETH HAMMACK, Sheriff**  
1733 N. Washington  
Livingston, Texas 77351  
(936) 327-6810

**BYRON LYONS**  
Chief Deputy

**ALENE EDMONDS**  
Adm. Assistant

September 5, 2008

Honorable Commissioner's Court  
C/O: Judge Thompson

Dear Sir's

I am respectfully submitting an additional group to the list of civic and volunteer organizations. As you know the Texas Code of Criminal Procedures article 43.10, requires approval from the commissioners Court, on work to be performed for non-profit civic or volunteer organizations by inmate work crews.

I am respectfully requesting the Polk County Commissioners Court approve the addition of Mannafest to the current list of approved civic and volunteer organizations.

Respectfully,

Sheriff Kenneth Hammack  
Polk County Sheriff's Office

#5  
9/19/08



**ORDER  
OF THE POLK COUNTY COMMISSIONERS COURT**

Setting salaries, personal expenses and allowances of Elected County and Precinct Officers.

WHEREAS, On this 9th day of September, 2008, at 10:00 a.m., The Commissioners Court of Polk County, Texas met in a regular meeting, with a quorum of the Court established and pursuant to statutory notice hereby sets the salaries, personal expenses and allowances of elected County and Precinct Officers who are paid wholly from County funds, as required under Local Government Code, Chapter 152, Section 152.011 through 152.013 and upon a motion duly made and seconded, this Order setting the aforementioned compensations for the FY2009 Budget beginning October 1, 2008 was passed unanimously and adopted as follows:

OFFICIAL	POSITION		FY2007	FY2008	LONGEVITY
John P. Thompson	County Judge	Salary	\$ 51,425.42	\$ 52,711.05	\$ 1,080.00
		Juvenile Board	6,000.00	7,000.00	
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
		State Judicial Supplement	15,000.00	15,000.00	
Bob Willis	Commissioner, Pct. 1	Salary	44,603.63	45,718.72	480.00
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
Ronnie Vincent	Commissioner, Pct. 2	Salary	44,603.63	45,718.72	180.00
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
James J. Purvis	Commissioner, Pct. 3	Salary	44,603.63	45,718.72	1,200.00
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
Charles T. Overstreet	Commissioner, Pct. 4	Salary	44,603.63	45,718.72	360.00
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
Stephen Phillips	Judge, County Court at Law		124,000.00	124,000.00	1,200.00
		State Judicial Supplement	65,000.00	75,000.00	
		Juvenile Board	6,000.00	7,000.00	
Kathy Clifton	District Clerk		44,603.63	45,718.72	600.00
Barbara Middleton	County Clerk		44,603.63	45,718.72	1,200.00
Marion A. "Bid" Smith	Tax Assessor Collector		44,603.63	45,718.72	1,200.00
Nola Rencau	County Treasurer		44,603.63	45,718.72	1,140.00
Kenneth Hammuck	Sheriff		44,603.63	45,718.72	240.00
		Certificate Pay	1,800	1,800	
		Cell Phone Allowance	840.00	840.00	
		Vehicle Allowance	18,627.87	19,093.57	
Darrell Longino	Justice of the Peace, Pct. 1		30,873.31	31,645.14	600.00
		Vehicle Allowance	12,702.65	13,020.22	
David Johnson	Justice of the Peace, Pct. 2		30,873.31	31,645.14	900.00
		Vehicle Allowance	12,702.65	13,020.22	
Larry Whitworth	Justice of the Peace, Pct. 3		30,873.31	31,645.14	420.00
		Vehicle Allowance	12,702.65	13,020.22	
Steve McEntyre	Justice of the Peace, Pct. 4		30,873.31	31,645.14	360.00
		Vehicle Allowance	12,702.65	13,020.22	
		Cell Phone Allowance	0.00	756.00	
Charles Clack	Constable, Pct. 1		14,677.69	15,044.63	240.00
Bill Cunningham	Constable, Pct. 2		14,677.69	15,044.63	540.00
Ray Myers	Constable, Pct. 3		14,677.69	15,044.63	960.00
Marvin Taylor	Constable, Pct. 4		14,677.69	15,044.63	960.00

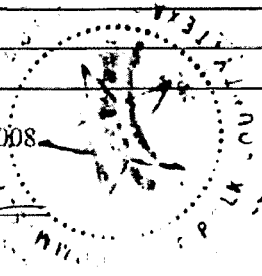
ORDERED this 9th day of September, 2008

John P. Thompson, County Judge

ATTEST:

Barbara Middleton, County Clerk

by: Schelana Walker



Sheriffs' and Constables' Fees

#6

54-1260

Texas Ahead

2008 Sheriff's Fees Comparison of Polk County

Sheriffs' and Constables' Fees

# 2008 Sheriffs' and Constables' Fees

## POLK COUNTY Fees

Fee Name	Fee Amount
<b>Other Than Justice Courts:</b>	
Citation	\$ 90.00
Citation by Publication	\$ 90.00
Citation by Scire Facias	\$ 90.00
Injunction	\$ 90.00
Notice by Public Posting	\$ 40.00
Notice by Publication	\$ 90.00
Notice of Trusteeks Sale	\$ 40.00
Notice to Take Deposition	\$ 90.00
Order	\$ 90.00
Order of Sale	\$ 90.00
Precept to Serve	\$ 90.00
Subpoena	\$ 90.00
Subpoena Duces Tecum	\$ 90.00
Summons	\$ 90.00
Temporary Restraining Order	\$ 90.00
Temporary Protective Order	\$ 90.00
Execution	\$ 140.00
Writ of Restitution	\$ 140.00
Writ of Attachment	\$ 140.00
Writ of Garnishment	\$ 140.00
Writ of Habeas Corpus	\$ 140.00
Writ of Possession	\$ 140.00
Writ of Sequestration	\$ 140.00
Offense Reports	<del>\$ 25.00</del>
<b>Justice Courts:</b>	
Citation	\$ 75.00
Citation by Publication	\$ 75.00
Citation by Scire Facias	\$ 75.00
Injunction	NO JURISDICTION
Notice by Publication	\$ 75.00
Order of Sale	\$ 75.00
Subpoena	\$ 75.00
Subpoena Duces Tecum	\$ 75.00
Summons	\$ 75.00
Temporary Restraining Order	N/A
Temporary Protective Order	N/A
Forcible Entry & Detainer	\$ 75.00

15 02

Sheriffs' and Constables' Fees

VOL. 54 PAGE 1261

Distress Warrant	\$ 100.00
Execution	\$ 75.00
Writ of Restitution	\$ 75.00
Writ of Attachment	\$ 75.00
Writ of Garnishment	\$ 75.00
Writ of Habeas Corpus	\$ 75.00
Writ of Possession	\$ 75.00
Writ of Sequestration	\$ 75.00
<b>Additional Charges:</b>	
Process by Certified Mail (Mail Charge)	\$ 10.00
<b>AUTOPSY</b> Reports (Insurance companies)	\$ 15.00
All Other Copies (per page)	\$ 1.00
Clearance Letter	\$ 10.00
Fingerprint FET/2 cards (Charged for Texas Handgun Permit Only)	\$ 10.00
All Writs (unless fee mandated by state)	\$ 125.00
Collecting money on an Execution or Order of Sale, when the same is made by a sale: for the first \$200.00 or less, 10 percent; for all sums over \$200.00 and not exceeding \$1,000.00, 7 percent; for all sums over \$5,000.00, 3 percent. When the money is collected by the sheriff without a sale, half of the above rates shall be allowed.	
All service of documents not specified, the fee for each citation, notice or other paper covered under this fee schedule shall be assessed any time the citation notice or other paper is re-issued.	\$ 75.00
Expense for providing the services incident to unsuccessful service is set at the same cost for actual service (Section 118.131 Local Government Code).	
<b>Address 1</b>	
Title:	Sheriff
Address:	1733 North Washington
Additional Address:	
City, State Zip:	Livingston, TX 77351
Phone:	936-327-6810
Fax:	



#8



**ORDER  
OF THE POLK COUNTY COMMISSIONERS COURT  
RESTRICTING TRAFFIC ON AND WITHIN 200 FEET OF THE BRIDGE  
OVER ROCKY CREEK ON ROCKY CREEK ROAD,  
PRECINCT 2, POLK COUNTY, TEXAS**

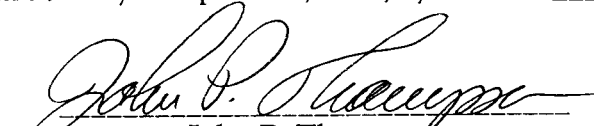
WHEREAS, pursuant to Section 251.152, Transportation Code, the Polk County Commissioners Court, after notice, has conducted a public hearing on a proposed traffic regulation to prohibit the stopping, standing, or parking of a vehicle on, or within 200 feet of, the county bridge over Rocky Creek on Rocky Creek Road; and

WHEREAS, the Commissioners Court is of the opinion that stopping, standing, or parking at this location 1) is dangerous to those using the road or property; and 2) will unduly interfere with A) the free movement of traffic and B) the necessary control or use of the property.

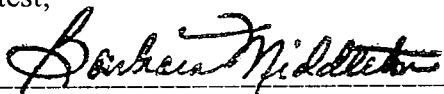
**IT IS HEREBY ORDERED BY THE COMMISSIONERS COURT AS FOLLOWS:**

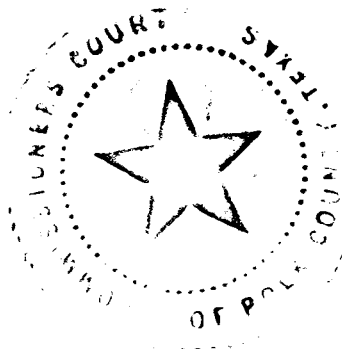
1. The bridge over Rocky Creek on Rocky Creek Road, Precinct 2, Polk County, Texas and the right-of-way of Rocky Creek Road within 200 feet of said bridge is declared a restricted traffic zone;
2. Stopping, standing, or parking of a vehicle on, or within 200 feet of, the county bridge over Rocky Creek on Rocky Creek Road, Precinct 2, Polk County, Texas is prohibited;
3. "No Parking" signs shall be installed to designate this restricted traffic zone;
4. Under Section 251.161, Transportation Code, violation of this Order is punishable by a fine, not to exceed \$200.

READ AND ADOPTED this 9<sup>th</sup> day of September, 2008, by a vote of 5 ayes and 0 nays.

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

Attest;

  
 \_\_\_\_\_  
 Barbara Middleton, County Clerk  
 by: Schelana Walker



#9

COPY

Polk County, #286

VOL.

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Authorization to maintain TCDRS plan provisions  
Plan year 2009

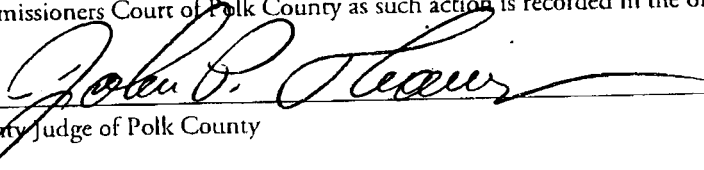
With respect to the participation of Polk County in the Texas County & District Retirement System (TCDRS) for the 2009 plan year, the following order was adopted:

- 1. Polk County makes no change in the plan provisions for non-retirees.
- \* 2. With respect to benefit payments being paid to retirees or their beneficiaries, Polk County (check one box):
  - does not adopt a cost-of-living adjustment (COLA).
  - adopts a \_\_\_% CPI-based COLA.
  - adopts a 2% flat-rate COLA.
- \* 3. The required employer contribution rate for Plan Year 2009 will be the following:
 

(a) Required rate without COLA:	9.26%
(b) COLA rate:	+ <u>.15%</u> (enter 0 if not adopting a COLA)
(c) <b>Total required rate</b> (a + b):	<u>= 9.41%</u>
- \* 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Polk County adopts for Plan Year 2009 (check one box):
  - the **total required rate** listed above.
  - add a new elected rate of \_\_\_\_\_%.
- 5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Polk County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing authorization concerning the participation of Polk County in TCDRS for Plan Year 2009 truly and accurately reflects the official action taken during a properly posted and noticed meeting on September 9, 2008, by the Commissioners Court of Polk County as such action is recorded in the official minutes.

  
\_\_\_\_\_  
County Judge of Polk County

Dated: 09/09/08

\* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.