

FILED FOR RECORD



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BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 39**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, July 24, 1995 at 10 00 a.m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

**SEE ATTACHED AGENDA**

Dated this the July 19, 1995

Commissioners' Court of Polk County, Texas

By John P. Thompson  
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of 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 County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on the July 19, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated this the July 19, 1995

Barbara Middleton, County Clerk

By Barbara Middleton



# COMMISSIONERS COURT AGENDA

for: MONDAY - JULY 24, 1995 - 10:00 a.m.

FILED FOR RECORD  
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BARB J. LITTON  
CLERK  
POLK COUNTY, TEXAS

## CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
  - A Update on County-wide Dry Hydrant Program
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, July 10, 1995

## NEW BUSINESS

- 4 CONSIDER RE-APPOINTMENT OF GAFFNEY PHILLIPS AS BURKE CENTER (MHMR) BOARD OF TRUSTEES MEMBER, REPRESENTING POLK COUNTY
- 5 CONSIDER APPROVAL OF COOPERATIVE AGREEMENT FOR COMMUNITY SERVICE TO POLK COUNTY BY 258TH JUDICIAL DISTRICT PROBATIONERS
- 6 CONSIDER APPROVAL OF NEGOTIATED SALE OF TAX FORECLOSURE PROPERTIES, AS DESCRIBED IN CAUSE #91-015, #92-173 AND #93-020
- 7 CONSIDER APPROVAL TO ADVERTISE FOR THE SALE AND REMOVAL OF IMPROVEMENTS ONLY (TRAILER) LOCATED ON COUNTY OWNED PROPERTY (I E , MANGUM ESTATES, SECTION 1, LOT 61
- 8 CONSIDER APPROVAL OF AGREEMENT FOR (INDIGENT) HEALTH CARE SERVICES BETWEEN POLK COUNTY AND UTMB-GALVESTON

## CONSENT AGENDA ITEMS

- 9 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 10 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS (Including items held from last meeting, pending review by Auditor and Elected Official/Department Head

## ADJOURN

Next regularly scheduled meeting - August 14, 1995, 10 00 a m

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ADDENDUM TO

BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

NOTICE OF MEETING # 39

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

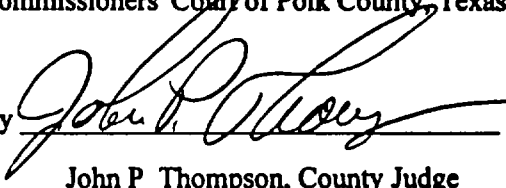
THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR MONDAY, JULY 24, 1995 AT 10 00 A M

ADD,

- 11. CONSIDER NOMINATIONS (4) TO REGIONAL AGING ADVISORY COUNCIL
- 12. CONSIDER REQUEST FOR PETTY CASH FUND INCREASE - WASTE MANAGEMENT DEPARTMENT.
- 13. CONSIDER APPROVAL OF PURCHASE AND NECESSARY FUNDING FOR JUDICIAL MANAGEMENT SYSTEM (HARDWARE, SOFTWARE & TRAINING)

Posted on July 21, 1995

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 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 County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 21, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated July 21, 1995

Barbara Middleton, County Clerk

By 

STATE OF TEXAS }  
 COUNTY OF POLK }

DATE: JULY 24, 1995  
 REGULAR CALLED MEETING  
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 24th DAY OF JULY, 1995 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING. B E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, R.R."DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER AT 10 00 AM BY JUDGE JOHN THOMPSON.  
 PUBLIC COMMENTS:
  - A. BOBBIE FAULKNER OF ONALASKA, CAME BEFORE THE COURT TO TELL ABOUT SAAFE HOUSE, A SHELTER FOR BATTERED WOMEN. SHE READ A POEM, AND ASKED EVERYONE TO TELL OTHERS ABOUT THE NEED FOR A SHELTER HERE IN POLK COUNTY.
  - B. MILTON ZIFFERMAN, OF RIVER LAKES ESTATES, ASKED THE COURT WHAT COULD BE DONE ABOUT ONE OF HIS NEIGHBORS, LEAVING GAME CHICKENS IN A PEN IN THE HOT SUN. HE ALSO REQUESTED SOME SPEED LIMIT SIGNS FROM PCT#1 COMMISSIONER SPEIGHTS. HE REQUESTED A CLOSURE OF A PRIVATE ROAD IN THE SUBDIVISION TO KEEP PERSONS FROM LAUNCHING BOATS IN AN UNAUTHORIZED AREA.
  - C. SYLVIA ASHWORTH & BOB ARMENTROUT, OF THE EXTENSION OFFICE CAME BEFORE THE COURT ON BEHALF OF THE V G. YOUNG INSTITUTE OF COUNTY GOVERNMENT, AT TEXAS A&M UNIVERSITY, TO ISSUE AWARDS AND CERTIFICATES TO ALL POLK COUNTY OFFICIALS WHO ATTENDED THEIR TRAINING SEMINARS THIS YEAR.
2. INFORMATIONAL REPORTS
  - A. JOHN McDOWELL, EMERGENCY MANAGEMENT COORDINATOR, GAVE AN UPDATE ON THE INSTALLATION OF THE DRY HYDRANTS IN POLK COUNTY
  - B. JUDGE THOMPSON ISSUED AN INVITATION TO ALL, CONCERNING THE GROUNDBREAKING CEREMONY AT THE TRINITY RIVER ON BAKER MARINA ROAD-GOODRICH AT 2:00 PM, THE SITE OF THE FUTURE BRIDGE LINKING POLK AND SAN JACINTO COUNTY.
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS, TO APPROVE THE MINUTES OF JULY 10, 1995.  
 ALL VOTING YES.
4. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT, TO APPROVE THE RE-APPOINTMENT OF GAFFNEY PHILLIPS AS BURKE CENTER (MHMR) BOARD OF TRUSTEE MEMBER, REPRESENTING POLK COUNTY.  
 ALL VOTING YES.

5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE A COOPERATIVE AGREEMENT FOR COMMUNITY SERVICE TO POLK COUNTY BY THE 258th JUDICIAL DISTRICT PROBATIONERS, AS REQUESTED BY RICHARD MORRIS, ADULT PROBATION DEPARTMENT. ALL VOTING YES. (SEE ATTACHED COPY)
6. (A) MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO APPROVE THE NEGOTIATED SALE OF TAX FORECLOSURE PROPERTY IN PRECINCT #1, AS DESCRIBED IN CAUSE #91-015 & #92-173. ALL VOTING YES.  
 (B) MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE THE NEGOTIATED SALE OF TAX FORECLOSURE PROPERTY IN PRECINCT#2, AS DESCRIBED IN CAUSE #93-020. ALL VOTING YES.
7. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO ADVERTISE FOR SALE & REMOVAL OF IMPROVEMENTS ONLY (TRAILER) LOCATED ON COUNTY OWNED PROPERTY IN MANGUM ESTATES, SEC. 1, LOT 61. ALL VOTING YES.
8. MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE THE AGREEMENT FOR (INDIGENT) HEALTH CARE SERVICES BETWEEN POLK COUNTY AND U.T.M.B.GALVESTON. ALL VOTING YES (SEE ATTACHED COPY)
9. MOTIONED BY BOBBY SMITH, SECONDED BY B E."SLIM" SPEIGHTS TO APPROVE PAYMENTS OF THE BILLS BY SCHEDULE, PLUS ADDENDUM. ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT.	CHECK #'s
7-13-95	\$ 19,435.67	109558 - 109568
7-14-95	169,931.12	109569 - 109579
7-19-95	10,203.49	109580 - 109582
7-20-95	251,275.30	109583 - 109752
7-24-95	13,000.00	MANUAL

10. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE THE PERSONNEL ACTION FORMS, PLUS ADDENDUM. ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY JAMES J."BUDDY" PURVIS TO NOMINATE B.E."SLIM" SPEIGHTS, GWEN RAY, EULA BATTISE, AND ROBERT DOOLITTLE, TO SERVE ON THE REGIONAL AGING ADVISORY COUNCIL. ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE REQUEST FOR PETTY CASH FUND INCREASE TO \$250.00 FOR THE WASTE MANAGEMENT DEPARTMENT. ALL VOTING YES.

13. STEVE HULLIHEN, DATA PROCESSING MANAGER, AND TORY HUMPHRIES, OF NET DATA CORPORATION CAME BEFORE THE COURT TO PRESENT THE PROPOSAL OF PURCHASE AND FUNDING NECESSARY FOR THE JUDICIAL MANAGEMENT SYSTEM, INCLUDING HARDWARE, SOFTWARE, AND TRAINING.
- A. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE THE PURCHASE OF (OPTION#3) FROM NET DATA CORPORATION.  
ALL VOTING YES
- B. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE THE COUNTY CLERK'S IMAGING PACKAGE. (SEE ATTACHED)  
ALL VOTING YES.
- C. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH, TO AUTHORIZE AUDITOR TO PAY \$150.00 FEE, AND SUBMIT A RESOLUTION FOR PARTICIPATION IN GENERAL SERVICES COMMISSION COOPERATIVE PURCHASING PROGRAM.  
ALL VOTING YES
- D. MOTIONED BY R R. "DICK" HUBERT, SECONDED BY JAMES J. "BUDDY" PURVIS TO AUTHORIZE THE AUDITOR TO ARRANGE THE FUNDING & NEGOTIATE THE BEST INTEREST RATE THAT WOULD BE MOST ADVANTAGEOUS TO THE COUNTY.  
ALL VOTING YES.
- E. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH FOR THE APPROVAL OF JUDGE THOMPSON TO NEGOTIATE AND SIGN CONTRACTS WITH NET DATA CORPORATION, ON BEHALF OF THE COUNTY.  
ALL VOTING YES. (CONTRACT TO BE SUBMITTED INTO COURT RECORD UPON COMPLETION & REVIEW BY LEGAL COUNSEL)
14. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 24th DAY OF JULY, 1995 AT 11:20 AM.  
ALL VOTING YES.



JOHN THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

258TH JUDICIAL DISTRICT  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
101 W. CHURCH LIVINGSTON, TX 77351  
409-327-6872

COOPERATIVE AGREEMENT  
FOR  
COMMUNITY SERVICE RESTITUTION

Between The  
Community Service Restitution Program  
of the 258th Judicial District  
Community Supervision and Corrections Department

and

POLK COUNTY

**PURPOSE**

This Agreement is to formalize and enhance the working relationship between the Agency and the 258th Judicial District Community Supervision and Corrections Department (CSCD).

**Definitions:**

"Agency" means any governmental agency or non-profit organization that has agreed to accept community-service probationers and supervise and report on their work and whose services are provided to the general public and are designed to enhance the social welfare, physical or mental stability, environmental quality, or general well-being of the community.

"Coordinator" means the Community Service Program Coordinator of the Polk County Community Supervision and Corrections Department.

"Probationer" means any person Court ordered by a District Court or County Court-At-Law Judge to perform Community Service Restitution (CSR) under the direction of the CSCD and an Agency.

"Officer" means the Probationer's Probation Officer.

**COMMUNITY SERVICE RESTITUTION PROGRAM RESPONSIBILITIES:**

The Officer shall interview probationers who have been sentenced to perform a specific number of hours of community service work. The Officer will screen and assign the Probationer to an Agency, monitor the progress of the Probationer and assist the Agency in working with the Probationer.

The Coordinator will describe the Community Service Restitution Program to the Agency and will gather the necessary information about the Agency.

The Coordinator will provide assistance to the Agency to improve the Agency's utilization of probationers and maintenance of information.

The Coordinator will advise the Agency of any changes in the Program that impacts the Agency

The Coordinator will assist Agency personnel in resolving problems with individual probationers.

**AGENCY RESPONSIBILITIES:**

The Agency will designate a specific Agency staff person who will act as the Agency Contact Person. That person will be responsible for accepting or rejecting a potential Probationer and will provide the necessary information to the Coordinator and/or Officer

The Agency will not discriminate in serving Probationers or in the selecting of Probationers on the basis of race, sex, age, marital status, religion, handicap, color, political affiliations, national origin or any other non-merit factor.

The Agency Contact Person or his/her designee may interview the potential Probationer

In the event the Probationer is accepted by the Agency, the Interviewer and the Probationer will establish a work schedule and work assignments. The Agency will provide reasonable training necessary for the successful completion of the work assigned to the Probationer.

The Agency will not ask, nor allow the Probationer to use or climb a ladder, nor operate any power equipment, including a chain saw.

The Agency will document the hours worked by the Probationer and will record that information and forward same to the Coordinator. The Agency will report the hours worked when the Coordinator or the Officer request the information. The only exception to this will be when the Probationer(s) is working under the direction of the County Work Program Director.

The Agency will report any supervision or performance problems of the Probationer to the Officer and/or Coordinator.

The Agency will advise the Coordinator of any changes in the Agency that would affect future use of the Agency as a Community Service Agency.

The Agency will not allow a probationer to perform CSR without an Identification card, noting the probationers name, his/her Officers name and the Agency name.



If an Agency is planning to be engaged in a special work project where additional Probationers could be used, the Agency may request status as a "Special Project". In making the request, the Agency Contact person will provide all necessary information to the Coordinator at least four (4) weeks before starting the project. That information should include the starting date of the project, what the project will be, and how many additional Probationers could be used

The Agency agrees to indemnify and hold the 258th Judicial District CSCD harmless from any and all damages which accrue as a result of any and all activities of the Probationer provided under and in accordance with the 258th Judicial District CSCD Community Service Restitution Program.

AGREEMENT:

For and in consideration of the participation in the 258th Judicial District CSCD Community Service Restitution Program, the undersigned agrees to and accepts the terms and provisions of the Agreement between the undersigned and the 258th Judicial District Community Service Restitution Program.

John P. Thompson  
Agency Representative

7/25/95  
Date

Sharon Howard  
Sharon Howard, CSRP Coordinator

7/27/95  
Date

John P. Thompson, County Judge  
Agency Contact Person  
Contact Address.

7/25/95  
Date

Polk County Courthouse, 3rd floor  
Livingston, Texas 77351

(409) 327-6813

Phone # \_\_\_\_\_



AGREEMENT  
FOR HEALTH CARE SERVICES

VOL 41 PAGE 569  
COPY

This AGREEMENT is made by and between the University of Texas Medical Branch at Galveston (hereinafter referred to as "UTMB") and the Commissioner's Court of Polk County, Texas (hereinafter referred to as "COUNTY")

**A. Services**

UTMB agrees to provide health care services to eligible residents of COUNTY who are referred to or transferred to UTMB and who meet the financial eligibility classification described in paragraph B, section 3 These services are

- 1 emergency and non-emergency non-obstetrical/neonatal health care services (excluding psychiatric care) for eligible residents of COUNTY, and
- 2 obstetrical and neonatal services for eligible residents of COUNTY who are registered in or referred to UTMB by the prenatal service program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology and who are not enrolled in or qualify for the MIHIA program or Medicaid

**B Definitions**

- 1 "Non-obstetrical/neonatal health care services" include
  - a Inpatient hospital services provided under the supervision of a licensed physician member of the clinical faculty of UTMB Inpatient hospital services include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services
  - b Outpatient specialty consultative services provided under the direction of a licensed physician member of the clinical faculty of UTMB Such services include but are not limited to appropriate diagnostic, laboratory,

**X-ray and therapeutic services**

- c Provision of prescription medications as required, consistent with UTMB Pharmacy policy, during the patient's inpatient stay Prescription medications not to exceed a two week supply will be provided to outpatients in accordance with UTMB policy In cases where eligible patients cease to require inpatient services as described above, or upon the return of an eligible outpatient to the primary care delivery program in the COUNTY, UTMB will provide sufficient prescription medications for a period not to exceed two (2) consecutive weeks unless the eligible patient's UTMB physician requests an exception to this policy After such period, the COUNTY will provide further medication, if required, pursuant and subject to the limitations of the COUNTY's prescription medication policies Any medication not covered under the COUNTY's prescription medication policy will be the responsibility of the patient.

**2 "Obstetrical and neonatal services"**

Inpatient and outpatient services as described in paragraph B, section 1, for eligible residents

**3 "Eligible resident" is**

A resident of COUNTY whose annual income places that resident at or below 100% of the level annually established as constituting poverty by the United States Department of Health and Human Services and who is determined to be eligible in accordance with the procedures defined in paragraph C of this AGREEMENT

4 "MIHIA program "

Refers to the patients eligible for health care services under the Maternal and Infant Health Improvement Act (ACTS 1989, 71st Leg , ch 678, Section 1 [Vernon 1989])

5 "Prenatal service program "

Clinic program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology

C Verification of Eligibility

- 1 UTMB and COUNTY agree that COUNTY is responsible for determination of eligibility and appropriate identification of individuals entitled to health care services as defined in paragraph A
2. Patients currently receiving treatment at UTMB for whom eligibility has not been determined nor an identification card issued, shall be referred to the appropriate County/Liaison office as they appear for service UTMB shall inform such patients that eligibility determination and identification cards are required before further services can be delivered at UTMB COUNTY will accept UTMB's determination of eligibility for the services provided prior to that referral COUNTY will be contacted for verification of eligibility of all inpatient admissions as soon as reasonably possible
- 3 In addition to COUNTY's determination, UTMB will screen patients for eligibility for state or federal entitlement programs and/or insurance, and if such is identified, COUNTY will be notified and COUNTY will not be billed for the services provided by UTMB

- 4 Emergent or urgent treatment will be rendered by UTMB to COUNTY residents presenting at UTMB and UTMB determination of eligibility will be accepted by COUNTY for payment purposes if the patient has not been previously formally screened by COUNTY

D Mutual Agreements

- 1 Indemnification -
  - 1 1 COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or the acts or omissions of others under COUNTY's supervision or control
  - 1 2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COUNTY and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control
- 2 COUNTY acknowledges that this AGREEMENT is for inpatient and outpatient specialty services only and does not provide for or include primary care services for eligible residents COUNTY agrees to establish a primary care delivery system for eligible residents whose incomes are at or below 100% of the Federal

Poverty Index. Upon request of COUNTY, UTMB will assist COUNTY in establishing a primary care delivery system for eligible residents if a primary care system does not currently exist within COUNTY. Provided, however UTMB's assistance to COUNTY shall not include any financial liability and COUNTY shall be solely responsible for all expenses incurred to establish, implement and maintain such program

- 3 COUNTY certifies that a system for obstetrical and newborn inpatient care has been established for those patients registered in the prenatal service program but who are unable to be appropriately transferred to UTMB at the time of delivery
- 4 Transportation of eligible resident to UTMB, by whatever means, for services provided under the terms of this AGREEMENT, shall be the responsibility of the patient. UTMB is not responsible for any transportation costs that are incurred in accepting transfers of eligible patients from another medical facility, and if the patient is unable to pay for medically required land or air ambulance transport, such costs shall be the responsibility of the transferring facility
- 5 UTMB will provide appropriate discharge summaries and consultation reports on the eligible resident to the primary care physician or liaison office established in COUNTY to maintain the appropriate continuity of care of the eligible resident.
- 6 All transfers require appropriate physician to physician referral. Acceptance will be based on available resources. To transfer to UTMB Inpatient Service
  - a. All admissions to UTMB Hospitals must be initiated by a resident or clinical faculty member of UTMB's medical staff whether from the emergency room, on transfer from another facility, or from an ambulatory

setting

- b Eligible residents treated by a private physician or hospital in COUNTY should be referred to the COUNTY's primary care clinic or liaison office for follow-up treatment unless the medical condition is urgent or emergent. Urgent or emergent cases treated by a private physician should be referred to the nearest hospital emergency room in COUNTY for stabilization
- c Transfer of eligible residents presenting with urgent or emergent medical problems at a facility other than UTMB are eligible for transfer to UTMB for inpatient services under the requirements of the State medical transfer laws. The treating physician at that facility should contact the UTMB faculty in the emergency room, or in the labor and delivery suite if an obstetrical case, to determine that facilities at UTMB exist and to reach agreement on the stability of the patient prior to actual transfer. A priority waiting list for transfers will be developed by each service. UTMB agrees to accept transfers of eligible resident patients covered by this AGREEMENT conditional on the availability of the appropriate resources including but not limited to inpatient beds and staff at UTMB at the time of the requested transfer
- d Emergency and urgent care will be provided, including inpatient services as medically indicated, for COUNTY patients presenting directly at UTMB. Best efforts will be made to contact COUNTY to confirm eligibility if the patient does not already possess such identification and UTMB financial screening indicates probable eligibility. UTMB will



document this effort. COUNTY will accept UTMB's determination of eligibility if contact with COUNTY cannot be established in a timely manner

- e. Transfer of eligible residents and their newborn infants from hospitals in COUNTY to UTMB for secondary or tertiary level postpartum or neonatal services requires prior physician to physician referral and acceptance
- f. Transfer of residents who have not registered in the prenatal service program will be considered for obstetrical and newborn services at UTMB on a case by case, space available basis and requires appropriate physician to physician referral and acceptance and prior COUNTY authorization  
COUNTY and UTMB agree that residents who have not registered in the prenatal service program but who transferred and were accepted at UTMB with authorization from COUNTY will be considered an eligible resident for all purposes of this AGREEMENT

7 All requests for ambulatory specialty consultations must be based on appropriate physician to physician referral. Acceptance will be based on available resources. As indicated in Section D 6 b, community physicians should refer eligible patients to the COUNTY's primary care delivery system unless their medical condition is so urgent as to preclude such referral. To request ambulatory specialty consultation

- a. The COUNTY's primary care clinic or liaison office is responsible for scheduling the appointment by contact with the appropriate clinic during regular working hours. UTMB is responsible for providing a current list

of phone numbers for each individual clinic Eligibility is confirmed by such scheduling by COUNTY

- b If there are unique circumstances (including a complicated medical condition) or insufficient time to make a routine appointment, the COUNTY's liaison office or primary care physician should directly contact a UTMB physician on the appropriate service to communicate those special needs
- c A completed consultation form must be provided by the COUNTY designated primary care physician/clinic through the COUNTY liaison office to the appropriate specialty clinic at UTMB This form can be mailed or otherwise delivered to the UTMB clinic by COUNTY liaison office Without the form, the patient will be rescheduled with a request to the COUNTY that the form be submitted
- d The consultation form will be completed by the physician in the UTMB specialty clinic summarizing diagnostic studies carried out, working diagnosis, suggested course of action, and any prescription given including quantity A copy will be retained in the UTMB medical record and the original returned to the COUNTY liaison office Unique situations including the need for other consultations, for inpatient admission, for early follow-up at the primary care clinic should be discussed directly between the UTMB physician and the COUNTY designated primary care physician If such communication cannot occur, the UTMB physicians will proceed with their best medical judgment and COUNTY will compensate UTMB

for these additional services in accordance with this AGREEMENT

- 8 Neither UTMB nor COUNTY shall be required to perform any term, condition, or covenant of this AGREEMENT so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or COUNTY and which by the exercise of due diligence UTMB or COUNTY is unable, wholly or in part, to prevent or overcome
  - 9 UTMB and COUNTY agree that in the performance of this AGREEMENT there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, national origin, disability or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws and executive orders as applicable
  - 10 This AGREEMENT constitutes the entire agreement between UTMB and COUNTY relating to the treatment of eligible residents at UTMB and addresses both obstetrical and non-obstetrical services provided at UTMB. No agreements, modifications or amendments, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties
  - 11 UTMB and COUNTY agree that this AGREEMENT shall be construed in accordance with the laws of the State of Texas
-

- 12 If one or more of the provisions of this AGREEMENT, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this AGREEMENT and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**E Fee Schedule**

- 1 COUNTY will reimburse UTMB for services provided to eligible residents in accordance with this AGREEMENT at an annual fixed rate of \$150 000 00, which UTMB will bill on a monthly basis beginning October 1, 1995 reflecting both obstetrical/neonatal and non-obstetrical services provided during the previous month at UTMB in Galveston
- 2 A list of patient names with the value of hospital, outpatient, emergency room, and professional services provided under this AGREEMENT will be provided by UTMB to COUNTY as a utilization report at least quarterly
- 3 Internal disbursement of this reimbursement between hospital and professional departments will be the responsibility of UTMB
- 4 To the extent allowed by state and federal law, UTMB may establish a minimum fee payable by patient.
- 5 Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice

Richard S Moore  
Vice President for Business Affairs  
The University of Texas Medical Branch at Galveston  
301 University Blvd  
Galveston, Texas 77555-0126

With xerox copy sent to

Gus J Oppermann, IV  
Director, Administrative Affairs  
Healthcare Financial Management  
Room 531 Jennie Sealy Hospital  
Galveston, Texas 77555-0401

All payments shall be made to UTMB in the following manner

The University of Texas Medical Branch at Galveston  
Accounting Department  
P O Box 200349  
Houston, Texas 77216-0349

All written correspondence and statement of charges set out above shall be made to COUNTY in the following manner

Judge John Thompson  
Polk County Courthouse  
Livingston, Texas 77351

Statement of charges to

~~Polk County Indigent Health Care/Eddie Dell Johnson  
P O Box 1778  
Livingston, Texas 77351~~ Polk County Indigent  
Health Care  
P.O. Box 1257  
Livingston, Texas 77351

**F** Effective Date

This AGREEMENT shall commence on September 1, 1995 and terminate on August 31, 1996 unless extended in writing by mutual consent of both parties This AGREEMENT may be terminated by either party by providing ninety (90) days written notification of termination to the other party

**G**    Other considerations

COUNTY understands and agrees that without prior written approval of UTMB, certain elective procedures, including without limitation, oral or plastic surgical procedures, are not covered by the Agreement.

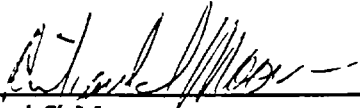
Notwithstanding the immediately preceding sentence, and subject to UTMB's prior written approval, certain particular elective procedures may be performed for a minimum fee set by UTMB for such procedure and payable by the patient.

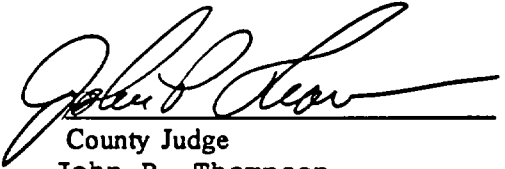
AGREEMENT FOR HEALTH CARE SERVICES  
Polk County


Executed on this 24th day of July, 1995

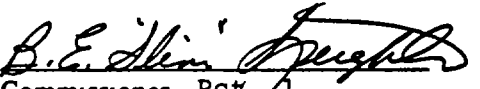
THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON

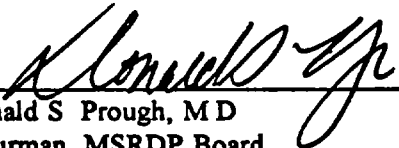
COMMISSIONER'S COURT OF  
POLK COUNTY

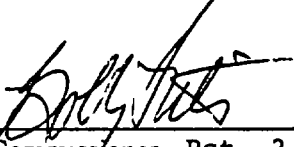
  
Richard S. Moore  
Vice President for Business Affairs  
AUG 29 1995

  
County Judge  
John P. Thompson


  
James F. Arens, MD  
Vice President for Clinical Affairs

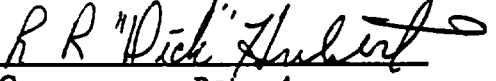
  
Commissioner Pct 1  
B.E. "Slim" Speights

  
Donald S. Prough, MD  
Chairman, MSRDP Board

  
Commissioner Pct 2  
Bobby Smith

Content Reviewed  


  
Commissioner, Pct 3  
James J. "Buddy" Purvis

  
Commissioner Pct 4  
R.R. "Dick" Hubert





**Polk County**  
**Integrated Judicial Management**

July 24, 1995

Tory Humphries

NET Data Corporation  
408 Rosemont  
Sulphur Springs, Tx 75482

Date July 24, 1995

TO Judge John Thompson - County Judge  
Mr B E Speights - Commissioner  
Mr Bobby Smith - Commissioner  
Mr James J Purvis - Commissioner  
Mr R.R. Hubert - Commissioner

Dear Sirs,

Attached you will find the proposal addressing the data processing needs of Polk County. This proposal is based on the study that the NET Data Corporation has conducted and is a viable solution for your data processing needs.

The products proposed by NET Data are a part of a modern and comprehensive software system developed specifically for county government in Texas. The applications are currently installed in several Texas counties and operating with great success.

It is our desire to provide guidance to you during your computerization process. We appreciate your need for good planning, quality software, and strong support. NET Data has enjoyed a good relationship in Polk County and we are excited about the opportunity to expand that relationship. NET Data would like to express our appreciation for your time and courtesy in considering this proposal. We look forward to being of service to you and continuing our relationship in the months and the years ahead.

Sincerely,



Tory Humphries  
Marketing Representative

## Company Overview

NET Data was founded in 1983 with a single goal in mind. Designing a quality product with the capability to grow. Because quality software development and support is our main objective. We have been able to focus exclusively on the demands of an ever-changing marketplace. The flexibility of our software and more than seventy years of combined experience with local government data processing provide us with a solid foundation of knowledge and experience to be utilized in the installation and ongoing support of your data processing installation.

We take great pride in providing quality cost effective solutions for Texas County governments. By adding dedication to customer support and user satisfaction you can see why we have such a successful track record with our customers. Just as important, our quality products are matched by our commitment to customer service that's second to none, before, during and long after the sale.

Since 1985, NET Data has been an IBM Business Partner. Our partnership with IBM as an Authorized Agent, Authorized Application Specialist, and Industry Remarketer has given us access to the latest technology and support information enhancing our ability to perform. We value our relationship as a team player with this world-famous industry leader to provide you with the most advanced capabilities in the industry today. We invite you to join our team so that you can benefit from the strength and security of our partnership.

NET Data has application software for every department in county government. Our application software is designed in industry standard COBOL which delivers stability and portability. The majority of the staff at NET Data has extensive experience in Texas county government giving us that extra edge in understanding the business we service.

Our software runs on an IBM AS/400 the most popular computer in the industry. The AS/400 has won the Malcolm Baldrige National Award for Quality, as a matter of fact if you can name an award the AS/400 has probably won it. The largest software company in the world Microsoft Corporation has an AS/400 to manage its financial business.

These are just some of the things that have made NET Data a successful company. But the real success story is our customers!

**Proposal Overview**

NET Data s proposal will include

- \*Installing Criminal/Civil Case Management software in the County Clerk s office
- \*Installing Criminal/Civil Case Management software in District Clerk's office
- \*Installing Case Management and Hot Check software in the District Attorney s office
- \*Installing Book-In software in the Sheriff's Department.
- \*Installing integrated Justice of the Peace software in all four JP offices
- \*A new IBM AS/400
- \*Installing a Records Indexing svstem in the County Clerk's office
- \*Installing Child Support software in the District Clerk s office
- \*Services to convert existing information to new system
- \*443 Hours of On-site Training
- \*Free Book-In software for Law Enforcement
- \*1-800 telephone support for every application
- \*All legislative changes and general enhancements

### Benefits Summary

By streamlining the overall work flow through the implementation of NET Data s integrated judicial management software Polk County will experience the following benefits

#### County Wide

- \*The overall worker productivity will improve as information becomes more easily accessible
- \*By basically doubling the capacity and speed of the computer system, each user will be more productive and efficient
- \*With the normal cycle of employee attrition each department will be able to do more with less
- \*Massive reductions in duplication of work
- \*Centralized County wide Criminal Database This will prevent someone "falling through the cracks."
- \*Storage problem will be impacted substantially with document imaging.

#### County Clerk, District Clerk and District Attorney

- \*With all the Case information now on the computer worker productivity will now soar Will be able to discontinue use of large case books
- \*Substantial reduction in the number of steps it takes to process a customer
- \*Less internal telephone calls Because now everyone has access to needed information
- \*Total integration of CJIS related information. Can now do away with manual CJIS forms.
- \*Will save substantial time in preparing state mandated reports.
- \*Improved current storage problem.

#### Law Enforcement

- \*With new Book-in software their PID information is now linked with the rest of the county, saving time and effort obtaining certain information.
- \*Now able to create CJIS forms electronically
- \*Now has immediate access to District Attorney s information to see when a disposition has been rendered. This will reduce the number of internal calls

#### Justice of the Peace

- \*New software will drastically impact their overall operation by giving them a tool that will improve the level of information that they are able to maintain.
- \*Are now able to access criminal information from the rest of the county

**NET Data Software, Maintenance, Services, and Training**

	<u>Purchase</u>	<u>1st Year Maint.</u>
County Clerk Case Management	\$14,000	\$2,940
64 Hours of On-site Training	\$ 3,120	n/a
County Clerk Records Indexing	\$ 9,000	\$2,370
32 Hours of On-site Training	\$ 1,560	n/a
County Clerk Probate	\$ 1,500	\$ 570
8 Hours of On-site Training	\$ 640	n/a
District Clerk Case Management	\$14,000	\$ 2,940
64 Hours of On-site Training	\$ 3,120	\$ 3,120
Child Support	\$ 8,000	\$ 2,070
40 Hours of On-site Training	\$ 2,200	n/a
District Attorney Case Management	\$ 6,000	\$ 1,470
40 Hours of On-site Training	\$ 3,200	n/a
Hot Check Processing	\$ 6,500	\$ 1,650
20 Hours of On-site Training	\$ 1,600	n/a
Justice of the Peace	\$13,000	\$ 5,040
135 Hours of On-site Training	\$10,800	n/a
File Conversion	<u>\$5,000</u>	
<b>Total NET Data</b>	<b>\$103,240</b>	<b>\$19,050*</b>

\*NET Data will offer a 5% reduction in the overall maintenance cost to Polk County (\$18,097).

Currently Polk County is paying IBM for various items at total of \$6,063 per month  
Below I have listed several hardware and financing options The total monthly payments  
would replace the existing \$6,063

Note This figures do not account for the expected \$15,000 trade-in value of the existing  
AS/400

#### Hardware/Financing Options

##### Option -1

Install a Model 300 with a 7.5 rating 36/48 month term

Description	Price	Int Rate	Term	Mo. Payment
300	139,000	4.09%	36	4,123
misc Hdw	2,000	4.34	48	45
refinance charges	101,201	6.53	48	2,402
IBM software	10,838	4.34	48	246
NET Data sft, train	103,240	6.53	48	<u>2,450</u>
				\$9,266

The original Model 300 would have 64MB of memory and 12GB of disk space Polk  
County could upgrade to a Model 500 with the same features and with a 12.6 rating some  
time within the first 12 months The payment amount would stay and would terminate at  
the same time

##### Option - 2

Install a 300 with a 7.5 rating 60 month term

Description	Price	Int Rate	Term	Mo. Payment
300	94,000	4.49%	60	1,752
misc IBM hdw	2,000	4.49	60	37
refinance charges	101,201	6.38	60	1,974
IBM software	10,838	4.49	60	202
NET Data sft, train	103,240	6.38	60	<u>2,015</u>
				\$5,979

Original AS/400 would have 64MB and 8GB of disk space Assuming Polk County  
upgraded to a 500 in 12 months They could add the cost (60,000) and finance it for the  
last 48 months of the deal, making the total payment for the last 48 months \$7,388 The  
model 500 would have 128MB and 12GB

## Option - 3

Install a Model 310 with a 12 0 rating on a 60 month deal

<u>Description</u>	<u>Price</u>	<u>Int. Rate</u>	<u>Term</u>	<u>Mo. Payment</u>
310	170,500	4 49	60	3,178
misc IBM hdw	2,000	4 49	60	37
refinance charges	101,201	6 38	60	1,974
IBM software	17,131	4 49	60	319
NET Data sft, tran	103,240	6 38	60	<u>2,104</u>
				\$7,612

The original 310 would have 96MB and 12 GB of disk space Polk could upgrade to a 510 at the 12 month mark - with a rating of 21 6, 256MB of memory and 12GB of disk space for \$60,000 This would make the payment \$8,618 for the final 48 months



**Imaging**

Imaging Imaging is the scanning, storing, and retrieving of documents electronically. With the increasing problem of storage space within all counties Imaging technology has become very popular in statewide. NET Data's imaging product is totally integrated into our applications. This means that the imaging is just a by-product of the normal work flow, which means no extra work. For example, when someone is arrested their case information will not only now flow through the judicial system but also any documents (i.e. arrest record) that are associated with him/her will also flow through the system.

In addition to solving the storage problem, Imaging technology can greatly impact the overall productivity of any office. Instead of shuffling paper throughout the county from office to office, all the documents will be located on the computer so that anyone with proper authority can access them.

IBM 3995 Jukebox	\$ 9,400
PC Server	\$ 5,000
2) Full Blown Image Workstation - includes PC, 19" monitor, laser printer and scanner	\$40,000
2) Image View/Print station	\$25,000
IBM Imaging software (WAF)	\$18,800
Installation Services	\$11,000
Fiber Optic Cabling	<u>\$ 3,500</u>
<b>Total</b>	<b>\$112,700</b>

\*NET Data's Image support will be \$250/month per workstation

## County Clerk and District Clerk

### Judicial Management

NET Data s County and District Clerk Judicial Management product will provide

#### **Civil Storage for**

Plaintiffs, Defendants, Trial, Attorneys, Pending and Past calendar of events, Fee book/case details, Counter receipts

#### **Criminal Storage for**

Offense, Bond amount/bondsman, Trial/disposition, Attorneys, Pending/past event calendar, Defendant description/Aliases, Fee Book/case details

#### **Collection maintenance includes**

Miscellaneous(over the counter) fees, Supplemental Charges, Automatic financial record, Update from posting payments, Update from posting charges, Complete charge/payment history, Automatic distribution of partial payments, Ability to post credit for jail time, Trust Fund accounting, Automatic receipt printing, Daily financial balances

#### **Probate & Mental Probate**

Application information, Doctor information, Unlimited attorneys, Unlimited attorneys, Appointment information, Judge/Trial/Bond records, Unlimited calendaring

#### **Financial Reporting features include**

Daily cash accounting, Outstanding balances, Transaction/total audit, Fee book report, Payment/Error report, Delinquent balances, Statement of Trust fund accounting, Charge assessment Spread sheet charges, Spread sheet collections Unearned fee balances, Cost Bill/Statement, Bank reconciliation

#### **Docket/Cases**

State Judicial Council report, Court docket, docket transaction list, Notices of cases set, Cases pending-by age, Cases pending-by Attorney, Cases pending-open action, CJIS Disposition reporting, Print name shuck labels Case index by name or case #, Probate inventory filings, Probate Annual accounting, List of attorneys/bondsmen, Multiple forms merge

#### **Attorney/Bondsman Maintenance**

#### **Automatic Forms**

Citations, Subpoenas, Warrants Notice letters, etc

**County Clerk**

**Records Indexing**

NET Data's Records Indexing program includes the flexibility for indexing

Real Property, Birth Certificates, Death Certificates, Marriage Licenses, Criminal cases, Probate cases, Commissioners Court minutes, Assumed names, Military discharges etc

**Reporting Features:**

Direct Index, Instrument Register, Flex Report, Reverse Report, Probate Register

**UCC Indexing**

UCC Indexing is an additional indexing program for financial agreements It has the capacity to handle multiple lenders and multiple debtors of a single lender Information can be accessed through Debtors name, Lender name, Index number

## District Attorney

### Judicial Management

#### **Functions and Features**

Access to information from the Sheriff's and Clerk's offices, Local criminal history search, Printing and merging of case information with standard forms

#### **Docket Maintenance Features include**

Will maintain all Criminal Case file information.

#### **Records may be accessed by**

Defendant, Victim, Cause number, File number, PID number

#### **Reporting Features Include**

Disposed Case listing, Notices of cases set, Cases pending-by Age, Cases pending-by Attorney, Cases pending-Open Action, Court Docket, Case Index by name or case #, List of Attorney/Bondsmen, Multiple Forms merge, CJIS reporting form.

#### **Attorney and Bondsmen Maintenance Features**

Name, address, and Phone number, Print listing of all Attorneys and Bondsmen, Tie attorney and Bondsmen to individual cases, Attorney and Bondsmen information can be displayed on your court docket

#### **Victims Rights Features**

Tracking of date victims rights packet mailed to the victim, date victim impact statement received by your office, date application for victim compensation received, date application for victim compensation mailed

#### **Automatic Forms**

Citations, Subpoenas, Warrants, Notice Letters

#### **Calendaring**

**District Attorney**

**Hot Check Processing**

NET Data's Hot Check system was designed to assist the District Attorney in hot check tracking. Our system will supply you with defendant history and payment status giving you the flexibility of defining your own fine/fee disbursement. The program also has the ability to handle partial payments with automatic receipt writing.

**Functions and Features**

Defendant history of writing worthless checks, Defendant complete criminal history and last known address, Defendants current payment status, Flexible restitution/processing fee/vendor fee disbursement, receipt of partial payment, Automatic receipt printing, On-line defendant file, on-line vendor file, warrant data, bond data, trial data, payment due with automatic disbursement, prints restitution checks to vendors.

**Reporting Features**

Daily cash accounting, courtesy notices, hot check listing, vendor list, defendant list, vendor history query, restitution journal.

## Justice of the Peace

### Justice of the Peace Management Software

#### **Docket Maintenance**

Justice Court Criminal Justice Civil Administration hearings Examining Trial docket, Bail settings, Mental commitments, Traffic Inquests, Bad Check.

#### **Records may be accessed by**

Defendant, plaintiff case number PID Ticket number, Driver s license on traffic

#### **Collection Maintenance:**

Automatic fee distribution of State fees, Electronic posting of payments, computer generated "live" receipts, Miscellaneous (over the counter) fee collection, Complete payment history, account for partial payments, Ability to post credit for jail time

#### **Warrants**

Maintenance of pertinent inquest information, Unlimited testimony information, Unlimited autopsy information, Unlimited Justice findings information, Access cases by name/inquest number/inquest date, Print transcript of inquest.

#### **Reporting Features**

Court docket calendar of cases set, Docket book of all types of disposed cases with index, Docket book of all cases within case range with index, Cases dismissed report, Transcript of docket, Summary description of cases filed within given data range, List of warrants currently outstanding for all case types, List of current warrants broken down by officer List of current warrants on any case type exclusively, Texas Judicial Council monthly report, Print Avery label for shucks, Judgment search listing for credit bureau searches, Court docket calendar for a given date, Various legal documents - Hot check warrants/Felony warrants/Citations/Mailed summons, Second notices automatically selected 14 days after filing date

#### **Collections**

Collection report, Account receivable report, Current status report of cases for any given officer, Cases paid within a given date range broken down by officer Spread-sheet collection report, Collection reports of Jail time

#### **Attorney/Bondsmen Maintenance**

Ability to maintain Attorney/Bondsmen name/address/phone number Ability to print listing of all attorney and bondsmen, Ability to tie attorney/bondsmen to individual cases, Attorney/Bondsmen information can be displayed on your court docket.

#### **Automatic Forms**

Citations subpoenas warrants notices, abstract of judgment, etc

**District Clerk**

**Child Support**

**Functions and Features**

On-line maintenance offers a collection of support payments with receipts printed automatically. Payment information is captured for daily, weekly, monthly, and annual reporting.

The daily collections report is divided into three sections. The first report details the money being deposited into the bank account for distribution. The second report details personal checks and money orders made out to the spouse. The third report provides an optional section for payments that never actually pass through the office.

**Reporting Features.**

Collection register, Attorney General Collections, Check disbursement register, Child Support balances, Individual case history, Bank reconciliation statement

**Law Enforcement Software Summary**

NET Data's software offer to the Polk County Sheriff Department will include

\*Free Book-In software to include all CJIS related information, starting of the county-wide PID file, commissary information and UCR reporting

\*No 1st year maintenance cost Future annual maintenance cost would be approximately \$1,500 No obligation to purchase future maintenance

\*No training cost Training is not to exceed 40 hours

\*No conversion cost

\*No cost to integrate NET Data's "PID" file with New World's "Jacket" file Integration includes migrating the existing New World "Jacket information into NET Data's "PID" file

\*If at any time, the Polk County Sheriff Department wishes to start using the New World Book-In software, assuming that the New World software is CJIS compliant, NET Data will write an interface to transfer CJIS information into our system In addition, all persons booked-in using the NET Data system will be converted into the New World system This conversion will be completed within 45 days after notification This conversion will cost the county \$2,500



# Purchase Agreement

THE STATE OF TEXAS  
COUNTY OF HOPKINS

The Northeast Texas Data Corporation "Seller" agrees to sell and Polk County "Buyer" agrees to purchase the products listed on "Attachment A" in accordance with the terms and conditions specified herein.

- 1 Buyer shall pay the purchase price and all amounts equal to any taxes however designated, levied on said products (with the exception of taxes based on net income) as set forth on the attached page
- 2 Buyer agrees that if payment is not received by Seller within fifteen (15) days after delivery of said products Buyer shall to the extent permitted by applicable law pay in addition to the purchase price an amount equal to one and one-half percent (1 1/2%) of the amount then due for each thirty (30) days or portions thereof that final payment is not received.
- 3 Seller agrees to pay for all costs associated with the delivery of said products to Buyer's location.
- 4 Title to products shall pass to the Buyer upon payment thereof Seller reserves title to the products sold hereunder as security for the performance of the Buyer's obligations Should Buyer fail to perform any provision stated herein, Seller may repossess said products without notice.
- 5 Buyer recognizes that Seller is not the manufacturer of said products and agrees that any claims against Seller are strictly limited to Seller's responsibility as provided herein.
- 6 Buyer agrees to pay any rework and/or cancellation charges incurred by Seller as may be associated with Buyer's requested changes to this contract.
- 7 This Agreement shall be construed and enforced in accordance with the laws of the State of Texas This agreement is performable in Hopkins, County Texas.

The Northeast Texas Data Corporation, Seller

\_\_\_\_\_  
David Graves, President

\_\_\_\_\_  
Date Signed

Polk County

\_\_\_\_\_  
Member of Governing Body

\_\_\_\_\_  
Date Signed

## LICENSE AGREEMENT

**THE STATE OF TEXAS:  
COUNTY OF HOPKINS**

This Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between The Northeast Texas Data Corporation (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas, and Polk County (hereinafter referred to as "Licensee"), with its principal place of business in Livingston, Texas

### RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as

County Clerk Case Management  
District Clerk Case Management  
District Attorney Case Management  
Records Indexing  
Child Support  
Hot Check  
Justice of Peace  
Imaging

hereinafter called the "System" The System is to be used for applications by Licensee. The System incorporates application programs intended for use on the IBM AS/400 Computer

B Licensee desires to use the System as an End User

### WITNESSETH

1 LICENSE Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, nonassignable license to use the System for Licensee only

2 TERM This Agreement shall be in full force and effect perpetually from date of approval of this Agreement by the governing board of Licensee

#### 3 USE OF THE SYSTEM.

a) The license granted under this Agreement authorizes Licensee to use the System in machine readable form on one or more processing units owned by licensee, hereinafter referred to as "Unit" For purpose of the Agreement "use" includes Licensee's copying of any portion of the System for Licensee's sole use, including instructions or data from storage units or media into Unit for processing.

B) Licensee agrees that its rights to use the System are nonexclusive and that Licensor may license others to use this System.

C) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with the IBM AS/400 Computer that System is licensed to be used on.

D) Licensee acknowledges that the System, and all portions or aspects thereof, expressly including all ideas and expressions of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof including any physical embodiment thereof, or any materials supplied by Licensor in connection therewith. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of the System and the proprietary rights of Licensor

E) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System, or any part thereof, provided under this Agreement. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operation of the System within the scope of this Agreement.

F) Licensee shall keep the System and any tapes, diskettes or other physical embodiments thereof, and materials supplied thereunder in conjunction therewith, and all copies thereof, at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this Agreement to have such access

G) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of the System, or any part thereof, or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder

H) The Licensee shall receive a current copy of the source code at the time of installation. Licensee is entitled to all modifications and enhancements to the source code as long as a "Service Agreement" with Licensor is in effect. Licensee may choose a vendor other than Licensor to assume responsibilities of proper modifications at any point in time

4 CONSIDERATION The price of the system shall be a one time charge of \$ 72,000. Such fee shall be paid in cash to Licensor at Sulphur Springs, Hopkins, Texas, within fifteen days from the date of delivery of the System to Licensee.

5 PERMISSION TO MODIFY SYSTEM. Licensee may modify the System for Licensee's use; provided that the System, however modified, shall remain the proprietary property of Licensor. Licensee acknowledges that it has examined the System and that it is adaptable to Licensee's intended purpose. Licensor does not, however, warrant the adaptability of the System to Licensee's intended purpose, nor to its use in conjunction with any physical equipment.

6 ADDITIONAL RESPONSIBILITIES OF LICENSEE. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the System, including, but not limited to: a) assuring proper machine configuration and operating methods, b) establishing adequate backup plans, based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction, and c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.

7 RISK OF LOSS If the System is lost or damaged as a result of shipment or any act of God including damage from loss of fire, water theft, vandalism, riot, explosion, civil uprising or war, or any other like act of which is commonly referred to as an act of God, the Licensor will replace the System

and the program storage media for no additional charge to Licensee other than a reasonable payment to Licensor for its actual time and expense in the replacement of the lost or damaged System.

**8 LIMITED WARRANTY**

A) Licensor warrants that the System will conform to the computer programs and manuals presently in use by other local governments who have purchased the system from Licensor

B) Licensor warrants that it has the right to confer the license of the System.

C) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

D) Licensor's liability for damages regardless of the form of action, shall not exceed the price paid by Licensee for the System.

E) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

F) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use of the System, and the use of such information.

**9 TERMINATION**

In the event Licensee shall abandon the use of the System, this agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Abandonment is defined herein as the voluntary failure to use the System for a period of sixty days or more. An involuntary nonuse of the System due to mechanical failure or otherwise, will not be construed as an abandonment.

**10 ENTIRE AGREEMENT**

This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, and all oral or written representations, warranties, agreements and/or inducements relating to this Agreement and/or its subject matter prior to the execution hereof have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties hereto.

**11 APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This agreement is performable in Hopkins County, Texas.

THE NORTHEAST TEXAS DATA CORPORATION

by \_\_\_\_\_  
David Graves, President

POLK COUNTY

by \_\_\_\_\_

## Maintenance Agreement

The Northeast Texas Data Corporation, hereinafter referred to as "Seller", agrees to furnish to Polk County, hereinafter referred to as "Buyer", the services set out below, on the terms and conditions of this agreement.

- 1 The term of this agreement is for the period of one year Renewable annually by remittance of payment. Contract may be canceled by either party with a minimum 30 day notice
- 2 This agreement is limited to the following software system(s)
  - a) County Clerk Case Management
  - b) District Clerk Case Management
  - c) District Attorney Case Management
  - d) Records Indexing
  - e) Child Support
  - f) Hot Check
  - g) Justice of the Peace
  - h) Imaging
- 3 During the one year term of this contract, Seller agrees
  - a) To correct any errors found during such one year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware.
  - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
  - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller
- 4 In consideration of the above mentioned services, Buyer will pay to Seller at Sulphur Springs, Hopkins County, Texas, the sum of \$18,097 forth upon delivery of the software system.
- 5 Buyer, recognizing that other services may be needed from Seller agrees to pay standard hourly billing rate of \$80.00 per hour and expenses as determined by Seller in return for other services rendered.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THE NORTHEAST TEXAS DATA CORPORATION

by \_\_\_\_\_  
David Graves, President

POLK COUNTY

by \_\_\_\_\_

# TRAINING/SUPPORT AGREEMENT

THE STATE OF TEXAS  
COUNTY OF HOPKINS:

This Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_  
by and between The Northeast Texas Data Corporation (hereinafter referred to as Seller) and Polk County  
(hereinafter referred to as Buyer)

Seller hereby agrees to furnish to Buyer 403 hours designated training time for the software  
system training as deemed necessary by the Northeast Texas Data Corporation, at the cost of \$26,240.

County Clerk Case Management	64	hours
District Clerk Case Management	64	hours
District Attorney Case Management	40	hours
Records Indexing	32	hours
Child Support	40	hours
Hot Check	20	hours
Justice of the Peace	135	hours
Imaging	n/a	hours

TOTAL TRAINING HOURS                    403    hours

and System Training as deemed necessary by The Northeast Texas Data Corporation, at the cost of  
\$ n/a

Signed this the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

THE NORTHEAST TEXAS DATA CORPORATION

by \_\_\_\_\_  
David Graves, President

POLK COUNTY

by \_\_\_\_\_

## LICENSE AGREEMENT

**THE STATE OF TEXAS  
COUNTY OF HOPKINS**

This Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between The Northeast Texas Data Corporation (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas, and Polk County (hereinafter referred to as "Licensee"), with its principal place of business in Livingston, Texas

### RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as

"Book-in" which provides for automating book-in procedures and includes CJIS information, commissary, personal identification and UCR reporting

hereinafter called the "System" The System is to be used for applications in the Sheriff's office of Licensee The System incorporates application programs intended for use on the IBM AS/400 Computer

B Licensee desires to use the System as an End User

### WITNESSETH

1 LICENSE Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, nonassignable license to use the System for Licensee only

2 TERM This Agreement shall be in full force and effect perpetually from date of approval of this Agreement by the governing board of Licensee

### 3 USE OF THE SYSTEM

a) The license granted under this Agreement authorizes Licensee to use the System in matching readable form on one or more processing units owned by licensee, hereinafter referred to as "Unit" For purpose of the Agreement "use" includes Licensee's copying of any portion of the System for Licensee's sole use, including instructions or data from storage units or media into Unit for processing.

B) Licensee agrees that its rights to use the System are nonexclusive and that Licensor may license others to use this System.

C) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with the IBM AS/400 Computer that System is licensed to be used on.

D) Licensee acknowledges that the System, and all portions or aspects thereof, expressly including all ideas and expressions of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof including any physical embodiment thereof or any materials supplied by Licensor in connection therewith. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of the System and the proprietary rights of Licensor

E) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System, or any part thereof provided under this Agreement. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operation of the System within the scope of this Agreement.

F) Licensee shall keep the System and any tapes, diskettes or other physical embodiments thereof, and materials supplied thereunder in conjunction therewith, and all copies thereof, at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this Agreement to have such access

G) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of the System, or any part thereof or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder

H) The Licensee shall receive a current copy of the source code at the time of installation. Licensee is entitled to all modifications and enhancements to the source code as long as a "Service Agreement" with Licensor is in effect. Licensee may choose a vendor other than Licensor to assume responsibilities of proper modifications at any point in time

4 CONSIDERATION There is no charge to licensee.

5 PERMISSION TO MODIFY SYSTEM. Licensee may modify the System for Licensee's use; provided that the System, however modified, shall remain the proprietary property of Licensor. Licensee acknowledges that it has examined the System and that it is adaptable to Licensee's intended purpose. Licensor does not, however, warrant the adaptability of the System to Licensee's intended purpose, nor to its use in conjunction with any physical equipment.

6 ADDITIONAL RESPONSIBILITIES OF LICENSEE Licensee shall be exclusively responsible for the supervision, management, and control of its use of the System, including, but not limited to: a) assuring proper machine configuration and operating methods; b) establishing adequate backup plans based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction, and c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.

7 RISK OF LOSS If the System is lost or damaged as a result of shipment or any act of God including damage from loss of fire, water, theft, vandalism, riot, explosion, civil uprising or war or any other like act of which is commonly referred to as an act of God, the Licensor will replace the System



and the program storage media for no additional charge to Licensee other than a reasonable payment to Licensor for its actual time and expense in the replacement of the lost or damaged System.

8 LIMITED WARRANTY

A) Licensor warrants that the System will conform to the computer programs and manuals presently in use by other local governments who have purchased the system from Licensor

B) Licensor warrants that it has the right to confer the license of the System.

C) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

D) Licensor's liability for damages, regardless of the form of action, shall not exceed the price paid by Licensee for the System.

E) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

F) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use of the System, and the use of such information.

9 TERMINATION

In the event Licensee shall abandon the use of the System, this agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Abandonment is defined herein as the voluntary failure to use the System for a period of sixty days or more. An involuntary nonuse of the System due to mechanical failure or otherwise, will not be construed as an abandonment.

10 ENTIRE AGREEMENT

This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, and all oral or written representations, warranties, agreements and/or inducements relating to this Agreement and/or its subject matter, prior to the execution hereof, have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties hereto.

11 APPLICABLE LAW This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This agreement is performable in Hopkins County, Texas

THE NORTHEAST TEXAS DATA CORPORATION

by \_\_\_\_\_  
David Graves, President

POLK COUNTY

by \_\_\_\_\_

## SERVICE AGREEMENT

The Northeast Texas Data Corporation, hereinafter referred to as "Seller" agrees to furnish to Polk County hereinafter referred to as "Buyer", the services set out below on the terms and conditions of this agreement.

- 1 The term of this agreement is for one year(s) from date of this agreement.
- 2 During the one year term of this contract, Seller agrees
  - a) To provide Polk with training in the use of the NET Data Book-in software not to exceed forty (40) hours.
  - b) To migrate and make ready the use of the computer system, such information as may be available in magnetic form, to such extent as deemed by NET Data to reasonable and customary
  - c) To provide programming as necessary to integrate the NET Data personal identification (PID) database with the existing New World "Jacket" database to the extent listed below
    - \* When a new PID is added in the NET Data Book-in software will automatically update the Jacket file
    - \* A PID record may be created from the Jacket file upon request.
    - \* Updated PID information may be used to update a Jacket record upon request.
    - \* Migrating certain Book-in information currently existing in the New World Jacket system into the NET Data PID file.

2 Should Polk determine to utilize a Book-in software system provided by the current law enforcement vendor (New World) and such system is compliant with CJIS specifications, NET Data agrees to provide an interface to said system for the purpose of capturing and utilizing CJIS related information to benefit other county offices using NET Data case management software. Additionally, all persons booked-in while using the NET Data system will be converted into the New World system. Polk agrees to pay to NET Data a fee in the amount of \$2,500 in return for this interface

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THE NORTHEAST TEXAS DATA CORPORATION

by \_\_\_\_\_  
David Graves, President

POLK COUNTY

by \_\_\_\_\_

## Purchase Agreement

THE STATE OF TEXAS  
COUNTY OF HOPKINS

The Northeast Texas Data Corporation "Seller" agrees to sell, and Polk County "Buyer" agrees to purchase, the products listed on "Attachment A" in accordance with the terms and conditions specified herein.

- 1 Buyer shall pay the purchase price and all amounts equal to any taxes, however designated, levied on said products (with the exception of taxes based on net income) as set forth on the attached page.
- 2 Buyer agrees that if payment is not received by Seller within fifteen (15) days after delivery of said products, Buyer shall to the extent permitted by applicable law, pay in addition to the purchase price an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portions thereof that final payment is not received.
- 3 Seller agrees to pay for all costs associated with the delivery of said products to Buyer's location.
- 4 Title to products shall pass to the Buyer upon payment thereof. Seller reserves title to the products sold hereunder as security for the performance of the Buyer's obligations. Should Buyer fail to perform any provision stated herein, Seller may repossess said products without notice.
- 5 Buyer recognizes that Seller is not the manufacturer of said products and agrees that any claims against Seller are strictly limited to Seller's responsibility as provided herein.
- 6 Buyer agrees to pay any rework and/or cancellation charges incurred by Seller as may be associated with Buyer's requested changes to this contract.
- 7 This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This agreement is performable in Hopkins, County, Texas.

The Northeast Texas Data Corporation, Seller

\_\_\_\_\_  
David Graves, President

\_\_\_\_\_  
Date Signed

Polk County

\_\_\_\_\_  
Member of Governing Body

\_\_\_\_\_  
Date Signed

We, as officials of Polk County would like to express our support for the purchase of the proposed NET Data software

Billy Ray Nelson

Sheriff Billy R. Nelson

John S. Holleman

Mr John Holleman, District Attorney

Barbara Middleton

Ms Barbara Middleton, County Clerk

Nell Lowe

Ms Nell Lowe, District Clerk

Mary Placker

Judge Mary Placker, Justice of the Peace #1

David Johnson

Judge David Johnson, Justice of the Peace #2

Harvey L. Stamper

Judge Harvey Stamper, Justice of the Peace #3

Howard Lilley

Judge Howard Lilley, Justice of the Peace #4

Ms Karen Remmert

Ms Karen Remmert, County Auditor

Steve Hullahen

Mr Steve Hullahen, Data Processing Manager

Steven Phillips

Judge Steven Phillips, County Court at Law

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14 625 31
016	ROAD & BRIDGE PCT #1	41 84
018	ROAD & BRIDGE PCT #2	216 73
020	ROAD & BRIDGE PCT #3	495 74
032	ENVIRONMENTAL SERVICES	497 66
041	AG NG CRR	1 058 59
070	ENV SEP ICE - 94 CO ISSUE	2 500 00
TOTAL OF ALL FUNDS		19 435 07

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

DATE 7/3/95

APPROVED BY

*Kevin Lee Bennett*  
*Robert A. Bennett*  
*John P. Wenger*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	93 500 27
015	ROAD & BRIDGE ADM #1	6 597 12
016	ROAD & BRIDGE PCT #1	5 689 76
018	ROAD & BRIDGE PCT #2	5 373 58
020	ROAD & BRIDGE PCT #3	8 831 07
022	ROAD & BRIDGE PCT #4	6 527 30
032	ENVIRONMENTAL SERV CES	10 341 41
048	DISTRICT ATTY SPECIAL FUND	215 30
049	DISTRICT ATT HOR CHECK FUND	425 00
051	AGING DEPT	6 660 95
101	ADULT SUPERVISION	16 242 42
104	DTP - CSR	958 07
106	CCP - SOTP	139 77
107	CCP CORRIGAN OFFICE	1 021 97
108	CCP - SURVEILLANCE	2 301 24
184	JUVENILE PROBATION	2 327 01
185	CCAP - JUVENILE PROBATION	2 658 67
TOTAL OF ALL FUNDS		169 831 12

THE PRECEDING LIST OF BILLS PA ABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 2/4/95

APPROVED BY

*Steven D. Bennett*  
*Robert J. Quinn*  
*John P. Gump*

DATE 07 14/95 TO 07/14/95

CHECKS CLAIMS LIST  
GENERAL FUND  
V/P CHECKS

CHK101 PAGE 1

ENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM, REASON	DATE	CHECK	AMOUNT
FIRST STATE BANK	95 010-201-000	VOUCHERS PAYABLE	FICA VH PPE 07 14 95	07/14/95	109571	3 48
FIRST STATE BANK	95 010-202-100	SALARIES PAYABLE	F CA VH PPE 07 14 95	07/14/95	109571	15 333 48
FIRST STATE BANK	95 010-400-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	192 49
FIRST STATE BANK	95 010-401-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	43 54
FIRST STATE BANK	95 010-403-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	302 24
FIRST STATE BANK	95 010-405-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14/95	109571	48 26
FIRST STATE BANK	95 010-426-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14/95	109571	355 93
FIRST STATE BANK	95 010-450-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	100 14
FIRST STATE BANK	95 010-455-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	377 91
FIRST STATE BANK	95 010-456-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	119 44
FIRST STATE BANK	95 010-457-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	148 45
FIRST STATE BANK	95 010-458-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	134 05
FIRST STATE BANK	95 010-465-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	111 27
FIRST STATE BANK	95 010-475-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	17 64
FIRST STATE BANK	95 010-475-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	389 14
FIRST STATE BANK	95 010-495-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14/95	109571	202 96
FIRST STATE BANK	95 010-497-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	180 15
FIRST STATE BANK	95 010-499-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14 95	109571	805 48
FIRST STATE BANK	95 010-503-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	146 49
FIRST STATE BANK	95 010-510-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	119 11
FIRST STATE BANK	95 010-512-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	1 081 17
FIRST STATE BANK	95 010-560-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07 14 95	109571	1 744 31
FIRST STATE BANK	95 010-645-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	200 54
FIRST STATE BANK	95 010-665-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	46 99
FIRST STATE BANK	95 010-695-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	100 74
FIRST STATE BANK	95 010-695-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	83 07
FIRST STATE BANK	95 010-695-201	SOCIAL SECURITY	F CA VH PPE 07 14 95	07/14/95	109571	103 85
FIRST STATE BANK	95 010-695-201	SALARIES PAYABLE	86-50835 C ME ER/5 CORBIN	07/14/95	109572	158 31
FIRST STATE BANK	95 010-695-201	SALARIES PAYABLE	F145501 JOHN SANDERS JOSEFINA	07 14 95	109573	432 79
FIRST STATE BANK	95 010-202-100	SALARIES PAYABLE	CU PPE 07 14 95	07/14/95	109574	415 00
FIRST STATE BANK	95 010-202-100	SALARIES PAYABLE	DEF REF PPE 07 14 95	07/14/95	109575	69 851 95
FIRST STATE BANK	95 010-202-100	SALARIES PAYABLE	TRANSFER TO PAYROLL	07/14/95	109576	129 24
FIRST STATE BANK	95 010-202-100	SALARIES PAYABLE	OS JOE RHODES PPE 07 14 95	07/14/95	109577	

TOTAL CHECKS WRITTEN 93 500 27  
 TOTAL VOID CHECKS 0 00  
 TOTAL CHECK AMOUNT 93 500 27

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8 582 80
015	ROAD & BRIDGE ADM	403 20
016	ROAD & BRIDGE PCT #1	519 68
018	ROAD & BRIDGE PCT #2	296 07-
020	ROAD & BRIDGE PCT #3	57 88-
022	ROAD & BRIDGE PCT #4	474 88
032	ENVIRONMENTAL SERVICES	1 502 20-
051	ASINS DEPT	107 52
101	ADULT SUPERVISION	717 20
104	DTP - CSP	412 34
107	CCP CORRIGAN OFFICE	53 76
108	CCP - SURVEILLANCE	461 12
184	JUVENILE PROBATION	136 68
185	CCAP - JUVENILE PROBATION	190 44
	TOTAL OF ALL FUNDS	10 203 49

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

DATE 2-19-95 APPROVED BY *James Bennett*  
*Robert Mueller*  
*John P. Longan*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	105 706 57
015 ROAD & BRIDGE ADM	880 35
016 ROAD & BRIDGE PCT #1	17 763 68
018 ROAD & BRIDGE PCT #2	30 331 44
020 ROAD & BRIDGE PCT #3	35 284 49
032 ROAD & BRIDGE PCT #4	29 218 38
032 ENVIRONMENTAL SERVICES	2 465 51
034 FEWA DISASTER FUNDS	3 454 14
049 DISTRICT ATTY HOT CHECK FUND	5 00
051 AGING DEPT	6 008 95
061 DEBT SERVICE FUND	10 265 74
070 ENV SERVICE - 94 CO ISSUE	5 352 55
073 1994 C O JAIL/BLDG RENOV ISSUE	1 207 74
093 CO CLERK RECORDS MGMT FUND	3 330 54
TOTAL OF ALL FUNDS	251 275 30

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

DATE 7-22-05

APPROVED BY

Kevin Sommett  
County Auditor  
John P. Dempsey



KAREN REMMERT  
County Auditor

**POLK COUNTY**  
LIVINGSTON TEXAS

July 24, 1995

Addendum to Schedule of Bills for Commissioners Court

TXDOT - Motor Grader Waste Management C/O Issue	\$ 13,000 00
--	--------------

TOTAL	<hr/> \$ 13,000 00
-------	--------------------

\*\*\*\*\* PLEASE TAKE NOTE \*\*\*\*\*

In your schedule of bills dated July 20, 1995, check # 109688 made payable to Memorial Medical Center are unbudgeted expenditures in the amount of \$ 12,633 07 for the Indigent Health salaries & benefits encompassing the period of July through December, 1994

*John P. Thompson*

DATE JULY 8, 1995 THROUGH JULY 24, 1995

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	TAMARA M. BURRIS	JAL	#102 SECRETARY	TEMPORARY FULL TIME	UNCLASS \$5.00HR	NEW HIRE EFFECTIVE 07-24-95
(2)	PAMELA M. RUSSELL	JAL	#102 SECRETARY	TEMPORARY PART TIME	UNCLASS \$5.50HR	(OTHER) SALARY INCREASE #102 SECRETARY TEMPORARY F/T \$8.50
(3)	SHIRLEEN COWEN	AUDITORS OFFICE	#107 BOOKKEEPER	REGULAR FULL TIME	\$14,241.78	PROMOTION TO ASST CO AUDITOR #302 1571 \$19,145.38 EFFECTIVE 07-28-95
(4)	INGRIA BOGANY	SHERIFFS DEPT	#1037 DEPUTY SHERIFF PARTOL	REGULAR FULL TIME	1471 \$19,228.80	FAST COPS GRANT — NEW-HIRE EFFECTIVE 07-24-95
(5)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						

*add*

# PERSONNEL ACTION FORM

# COPY

TO PERSONNEL DIRECTOR

FROM Lewis Milner Supervisor

Dianna Clemon  
(Employee Name)

3-23-65  
(DOB)

462-15-0994  
(Social Security Number)

3900 Indian Hills Livingston La 77351  
(Street Address) (City) State Zip Code

409 967-390  
(Telephone)

Valid Driver's License # 10468699

Please enter the following change as of: 7-24-95  
(Effective Date)

- New Hire
- Re-Hire
- Promotion
- Demotion
- Transfer
- Merit Increase
- Cost-of-Living Increase
- Longevity Increase
- Change in Address/Telephone/etc
- Reclassification of Job
- Separation (Eligible for Rehire?  Yes  No)
  - Resignation
  - Retirement
  - Lay Off
  - Dismissal
- Other \_\_\_\_\_

PRESENT STATUS (if new hire, leave blank)

NEW STATUS (after this change)

Department	Department
Category (F/T P/T, Temp, etc)	Category
Class/Title	Class/Title
Group/Step Salary	Group/Step Salary
Fund	Fund
W/Comp Code	W/Comp Code

*Handwritten entries in table:*  
 Department: Sheriff  
 Category: Regular Part Time  
 Class/Title: 1043 Telecom Operator  
 Group/Step: uncl. Salary: \$6 15 hr  
 Fund: 10-590  
 W/Comp Code: 2570

REMARKS to fill a vacancy in Dispatch left by  
Bobby Watson

I verify that I have reviewed the foregoing information and have found such action to be in compliance with the County's Policy & Procedure and this Department's budget.

Lewis Milner  
Supervisor's Signature

7-24-95  
Date

I verify that I have reviewed the foregoing information and have determined that the appropriately budgeted funds,  ARE  ARE NOT available for this change.

Karen Bennett  
County Auditor

7-24-95  
Date

The above change  IS  IS NOT approved by the Commissioners Court.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

\*\*\*\*\* (Submit original to Personnel Office, and retain a copy for your records) \*\*\*\*\*



Deep East Texas Council of Governments and Economic Development District  
274 E Lamar Street • Jasper, TX 75951 • 409/384-9085 • Fax 409/384-6177 • 800/435-3377



WALTER G DIGGLES  
Executive Director

July 17, 1995

RECEIVED

JUL 20 1995

Honorable John Thompson  
Polk County Judge  
Polk County Courthouse  
Livingston, Texas 77351

POLK CO.  
JUDGE

Dear Judge Thompson

The Regional Aging Advisory Council is made up of individuals who represent elected officials, minority representatives, service participants and the general public

Please make two nominations representing

- 1 Elected Official Mr. B.E. "Slim" Speights, Commissioner, Pct.1
- 2 General Public Ms. Gwen Ray (re-appointment)

The current members are

- |                   |                                 |
|-------------------|---------------------------------|
| 1 Mr R. R. Hubert | FY95 meetings attended <u>0</u> |
| 2 Mrs Gwen Ray    | FY95 meetings attended <u>5</u> |

Thank you for your consideration in this matter Please return your nominations by July 25, 1995. If you have any questions, please call me

Sincerely,

Holly Anderson  
Director

cc Walter G. Diggles

Serving Angelina, Houston, Jasper Nacogdoches, Newton Polk Sabine San Augustine, San Jacinto Shelby, Trinity, Tyler counties  
Equal Opportunity Employer



recycled paper



Deep East Texas Council of Governments and Economic Development District  
274 E Lamar Street • Jasper, TX 75951 • 409/384-9085 • Fax 409/384-6177 • 800/435-3377



WALTER G DIGGLES  
Executive Director

July 17, 1995

RECEIVED  
JUL 20 1995

POLK CO.  
JUDGE

Honorable John Thompson  
Polk County Judge  
Polk County Courthouse  
Livingston, Texas 77351

Dear Judge Thompson.

The Regional Aging Advisory Council is made up of individuals who represent elected officials, minority representatives, service participants and the general public

Please make two nominations representing

- 1 Minority Representative Mrs Eula Battise (re-appointment)
- 2 Participant Mr Robert Doolittle (re-appointment)

The current members are

- 1 Mrs Eula Battise FY95 meetings attended 4
- 2 Mr Robert Doolittle FY95 meetings attended 6

Thank you for your consideration in this matter Please return your nominations by July 25, 1995. If you have any questions, please call me

Sincerely,

Holly Anderson  
Director

cc Walter G Diggles



**RESOLUTION**


State of Texas           ★  
                                  ★           To The  
County of Polk           ★           General Services Commission

**WHEREAS,** The Commissioners Court of Polk County, a political subdivision of Texas, pursuant to the authority granted by Sections 271 081-271 083 Local Government Code, V T C A , as amended, and Section 3 04 of the General Services Act (Article 601b, V T C S ), desires to participate in described purchasing programs of the General Services Commission, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized, now, therefore, be it

**RESOLVED,** That we request the General Services Commission to include its stated need on the Commission's term contracts and scheduled purchases, whereby John P Thompson, County Judge of Polk County is authorized and directed to sign and deliver all necessary requests and other documents in connection there-with for and on behalf of Polk County, and we acknowledge obligation to pay participation fees established by the Commission.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Commissioners Court of Polk County and that the same now appears in the official record of said Court.

**In witness thereof,** I have hereunto set my hand and affixed by official seal this 24th day of July, 1995

  
**John P. Thompson**  
County Judge, Polk County, Texas  
Governing Body Chair / Agent of Record

ATTEST  
  
Barbara Middleton, County Clerk

