



98 AUG 19 AM 9 54

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS #95**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, August 25, 1998 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 Wednesday, August 19, 1998

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 Wednesday, August 19, 1998, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, August 19, 1998

Barbara Middleton, County Clerk

By *Doris Clift*

# COMMISSIONERS COURT AGENDA

for: TUESDAY - AUGUST 25, 1998 - 10:00 A M

## CALL TO ORDER

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, August 11, 1998

## NEW BUSINESS

- 4 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #98-11 01 THROUGH BID #98-14 05 "ROAD MATERIALS"
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #98-15 "SALE OF SURPLUS EQUIPMENT, PCT 3"
- 6 CONSIDER APPROVAL TO EXTEND INTERGOVERNMENTAL AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES FOR COUNTY EMPLOYEE "BLUECHOICE" HEALTH INSURANCE PLAN
- 7 CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY AND DETCOG AREA AGENCY ON AGING
- 8 RECEIVE AND ENTER INTO MINUTES THE DISTRICT COURT ORDER FOR APPOINTMENT OF THE COUNTY AUDITOR
- 9 CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF MATTERS PERTAINING TO THE GENERAL ELECTION TO BE HELD NOVEMBER 3, 1998, TO INCLUDE, A) APPOINTMENT OF COUNTING STATION MANAGER B) APPOINTMENT OF TABULATION SUPERVISOR, C) APPOINTMENT OF PRESIDING JUDGE OF CENTRAL COUNTING STATION, D) APPROVAL OF TRAINING STANDARDS FOR ELECTION JUDGES AND ALTERNATES
- 10 CONSIDER POLK COUNTY FRESH WATER SUPPLY DISTRICT #2 REQUEST FOR UTILITY EASEMENT LOCATED ON 0.0275 ACRE DESCRIBED AS LOT #1 BLOCK 14, SEC 1, IMPALA WOODS SUBDIVISION
- 11 DISCUSSION OF PROPOSED 1998 TAX RATE, TO INCLUDE, RECORD VOTE ON PROPOSAL TO ADOPT SPECIFIED RATE AT FUTURE MEETING AND SCHEDULE PUBLIC HEARING ON PROPOSED RATE
- 12 SCHEDULE PUBLIC HEARING ON FY99 PROPOSED BUDGET

## CONSENT AGENDA ITEMS

- 13 CONSIDER FY98 BUDGET AMENDMENTS, AS REQUESTED
- 14 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 15 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

## ADJOURN

Next regularly scheduled meeting - September 8, 1998, 10:00 a m



93 AUG 21 PM 4 15

ADDENDUM TO

*Barbara Middleton*

NOTICE OF MEETING # 95

BARBARA MIDDLETON  
COUNTY CLERK POLK CO  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR AUGUST 25, 1998 AT 10 00 A M

**AMEND.**

3 (to include) Approval of Minutes of Special Session - August 10, 1998

**ADD.**

16 CONSIDER APPROVAL OF RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES TO TEXPOOL (Texas Local Government Investment Pool)

17 CONSIDER APPROVAL OF COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM BETWEEN ATTORNEY GENERAL AND POLK COUNTY

Posted on Friday, August 21, 1998

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 at the door of the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Friday, August 21, 1998 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, August 21, 1998

Barbara Middleton, County Clerk

By *Danae V. Hitt*  
Deputy



STATE OF TEXAS }

DATE AUGUST 25 1998

COUNTY OF POLK }

"REGULAR" CALLED MEETING  
ALL PRESENT

**"CORRECTED MINUTES"**

BE IT REMEMBERED ON THIS THE 25th DAY OF AUGUST 1998  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT

JOHN P THOMPSON COUNTY JUDGE PRESIDING

B E "Slim" SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH COUNTY  
COMMISSIONER PCT#2 JAMES J "Buddy" PURVIS COUNTY COMMISSIONER PCT#3,  
R R "Dick" HUBERT COUNTY COMMISSIONER PCT#4 BARBARA MIDDLETON,  
COUNTY CLERK, & BILL LAW, COUNTY AUDITOR, THE FOLLOWING AGENDA  
ITEMS ORDERS, AND DECREES WERE DULY HAD, CONSIDERED, & PASSED

1 WELCOME & CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM  
OPENING PRAYER WAS DELIVERED BY REV FRANK HOOD OF THE SODA  
BAPTIST CHURCH

**PUBLIC COMMENTS**

A JACK CADDEL OF PONDEROSA RIDGE SUBDIVISION- PCT#2 ASKED HELP  
FOR ELDERLY & HANDICAPPED PERSONS THAT DELIVER THEIR OWN SACKS  
OF TRASH AT THE COLLECTION STATION SITES HE SAID SOME ARE  
DISABLED AND CANNOT LIFT TO UNLOAD BY THEMSELVES

B BENNY FOGLEMAN-REPUBLICAN PARTY CHARIMAN, ASKED ABOUT ITEM #9  
ON TODAY S AGENDA HE REQUESTED A SIGNATURE VERIFICATION  
COMMITTEE FOR NOVEMBER 3, 1998 GENERAL ELECTION, EARLY BALLOT  
BOARD

C JAMES RICHARDSON SOLID WASTE ADMINISTRATOR THANKED THE COURT  
FOR SPECIAL CONSIDERATION (TIME OFF FROM WORK) DURING THE ILLNESS  
& RECENT DEATH OF HIS MOTHER

2 INFORMATIONAL REPORTS

A BARBARA MIDDLETON, COUNTY CLERK REPORTED THAT SHE & CAROL  
BIGLER (Chief Deputy) ATTENDED THE SECRETARY OF STATE ANNUAL  
ELECTION SEMINAR IN AUSTIN AUGUST 18th THRU 21st SHE WILL RECEIVE  
12 25 Hours Continuing Education Credit (CEU's) FOR HER YEARLY CERTIFICATION  
AS COUNTY ELECTED OFFICIAL

B COMMISSIONER PCT #4 "Dick" HUBERT REPORTED THERE ARE PERSONS STILL  
CONTINUING TO STEAL ROAD SIGNS FROM HIS PRECINCT HE SAID THAT THE  
AMBULANCE, FIRE DEPARTMENTS, AND POLICE WILL NOT BE ABLE TO  
IDENTIFY WHERE A CERTAIN ADDRESS IS IF AN EMERGENCY OCCURS PLUS  
IT IS VERY COSTLY FOR THE COUNTY TO REPLACE THEM OFTEN

C JAMES RICHARDSON, SOLID WASTE ADMINISTRATOR REPORTED ON SOLID  
WASTE EMPLOYEES JOB DESCRIPTIONS THAT DOES NOT COVER HANDLING  
AND UNLOADING OF CITIZENS TRASH AT THE VARIOUS COLLECTION SITES  
HE REQUESTED THAT THE RICHARDSON ROAD SITE IN PCT#4 NEEDING TO BE  
OPEN AN ADDITIONAL DAY ( 3 days)PER WEEK THE REQUEST WILL BE  
PLACED ON A FUTURE COURT AGENDA FOR APPROVAL HE ALSO GAVE A  
UPDATE ON THE NEW CELL BEING DUG AT THE COUNTY LANDFILL SITE

- D JUDGE THOMPSON, REPORTED ON THE RECENT BURN BAN BEING LIFTED AS OF AUGUST 18, 1998 FOR FUTURE COUNTY INFORMATION HOTLINE PHONE ~~327-6878~~ HAS BEEN ESTABLISHED, AND TOLL FREE PHONE IS ~~1+888-250-1721~~. THE PHONE WILL HAVE A RECORDED MESSAGE FOR CALLS 24-HOURS A DAY & YOU MAY LEAVE A MESSAGE FOR MORE INFORMATION
- E JUDGE THOMPSON INFORMED THE AUDIENCE, RECENTLY REPORTED POLK COUNTY SCHOOL LAND IN THROCKMORTON & BAYLOR COUNTIES DID LEASE THE OIL AND GAS MINERALS THE COUNTY DID NOT SELL THE MINERALS
- F JUDGE THOMPSON RECOGNIZED EMILY BANKS OF THE POLK COUNTY ENTERPRISE HE ANNOUNCED TOMORROW, AUGUST 26th IS HER BIRTHDAY, SHE IS ENGAGED TO BE MARRIED ON NOVEMBER 21st AND WILL BE MOVING, AND LEAVING HER JOB BY NOVEMBER 1st
- 3 MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY R R "Dick" HUBERT APPROVAL OF MINUTES FOR MEETING OF AUGUST 10th "Special" AND AUGUST 11th "Regular" MEETINGS  
ALL VOTING YES
- 4 BIDS #98-11 01 THROUGH BID #98-14 05 "ROAD MATERIALS"  
(ALL BIDS AWARDED EFFECTIVE OCT 1, 1998 THROUGH SEPT 30, 1999)  
EXCEPTION - No BIDS RECEIVED FOR "CHIP & SEAL" / TO BE RE-ADVERTISED
- A PRECINCT #1  
MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
TO AWARD THE FOLLOWING BIDS FOR PRECINCT #1  
BID #98-1101 - WELSH ROCK FOR CRUSHED GLAUCONITE  
BID #98-1102 - CHIP & SEAL - to be Re-Advertised  
BID #98-1103 - REDLAND STONE PRODUCTS FOR LIMESTONE BASE  
BID #98-1104 - REDLAND STONE & PAVERS SUPPLY FOR HOT MIX  
EAST TEX ASPHALT FOR HOT SAND  
BID #98-1105 - GIFFORD HILL HUNTSVILLE FOR SANDSTONE  
ALL VOTING YES
- B PRECINCT #2  
MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS  
TO AWARD THE FOLLOWING BIDS FOR PRECINCT #2  
BID #98-1201 - REJECT ALL BIDS (NO RE BID)  
BID #98-1202 - CHIP & SEAL - to be Re Advertised  
BID #98-1203 - REDLAND STONE/HUMBLE FOR CRUSHED ROCK  
BID #98-1204 - PAVERS SUPPLY /HUNTSVILLE FOR HOT MIX & PATCHING MATERIAL  
BID #98-1205 - GIFFORD HILL/HUNTSVILLE FOR SANDSTONE  
ALL VOTING YES
- C PRECINCT #3  
MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS  
TO AWARD THE FOLLOWING BIDS FOR PRECINCT #3  
BID #98-1301 - DOUBLE R ROCK - GLAUCONITE  
BID #98-1302 - CHIP & SEAL -To be Re Advertised  
BID #98-1303 - CLARKE BROS LIMESTONE BASE  
BID #98-1304 - EAST TEXAS ASPHALT COLD MIX & PATCHING MATERIAL  
BID #98-1305 - GIFFORD HILL - SANDSTONE  
ALL VOTING YES

**D PRECINCT #4**

MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS,  
TO AWARD THE FOLLOWING BIDS FOR PRECINCT #4

BID #98-1401 - WELSH ROCK CRUSHED GLAUCONITE

BID #98-1402 - CHIP & SEAL To be Re-Advertised

BID #98-1403 - REDLAND STONE - Type A Grade I / LIMESTONE BASE

CLARKE BROS - Type A Grade II / LIMESTONE BASE

BID #98-1404 - EAST TEX ASPHALT - (Type D) Hot Mix/Cold Lay & Hot Sand

PAVERS SUPPLY - (Type D) Hot & Cold Mix (All Other)

BID #98-1405 - GIFFORD HILL - SANDSTONE

ALL VOTING YES

**5 BID #98-15 "SALE OF SURPLUS EQUIPMENT, PCT #3"**

MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY B E "Slim" SPEIGHTS  
TO RE-ADVERTISE THE SALE OF SURPLUS EQUIPMENT PCT #3

ALL VOTING YES

**6 MOTIONED BY BOBBY SMITH SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL TO EXTEND INTERGOVERNMENTAL AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES FOR COUNTY EMPLOYEE "BLUECHOICE" HEALTH INSURANCE PLAN**

ALL VOTING YES (SEE ATTACHED)

**7 MOTIONED BY R R "Dick" HUBERT SECONDED BY BOBBY SMITH, APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY AND DETCOG AREA AGENCY ON AGING**

ALL VOTING YES (SEE ATTACHED)

**8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO RECEIVE AND ENTER INTO MINUTES THE DISTRICT COURT ORDER FOR APPOINTMENT OF THE COUNTY AUDITOR**

ALL VOTING YES (SEE ATTACHED)

**9 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE MATTERS PERTAINING TO THE GENERAL ELECTION TO BE HELD NOVEMBER 3, 1998 MATTERS TO INCLUDE,**

A) APPOINTMENT OF COUNTING STATION MANAGER

B) APPOINTMENT OF TABULATION SUPERVISOR

C) APPOINTMENT OF PRESIDING JUDGE OF CENTRAL COUNTING STATION

D) APPROVAL OF TRAINING STANDARDS FOR ELECTION JUDGES &

ALTERNATES

ALL VOTING YES (SEE ATTACHED)

**10 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE REQUEST OF POLK COUNTY FRESH WATER SUPPLY DISTRICT #2, FOR UTILITY EASEMENT LOCATED ON 0.0275 acre DESCRIBED AS LOT#1, BLOCK 14, SECTION 1, OF IMPALA WOODS SUBDIVISION**

ALL VOTING YES

11 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS TO PLACE A PROPOSAL ON A FUTURE AGENDA TO SET THE "1998" TAX RATE AS .5089/PER \$100 00 VALUATION, 4024 Maintenance & Operating & 1065 debt service, AND TO SCHEDULE A "PUBLIC HEARING" ON THE PROPOSED RATE FOR SEPTEMBER 8, 1998 AT 9.30 AM IN THE COMMISSIONER'S COURTROOM OF THE POLK COUNTY COURTHOUSE  
ALL VOTING YES

12 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH TO SCHEDULE A "PUBLIC HEARING" ON (FY99) PROPOSED BUDGET FOR SEPTEMBER 18, 1998 AT 9 30 A M IN THE COMMISSIONER'S COURTROOM OF THE POLK COUNTY COURTHOUSE  
ALL VOTING YES

13 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE BUDGET AMENDMENT #98-15, AS REQUESTED BY COUNTY AUDITOR  
ALL VOTING YES (SEE ATTACHED)

14 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS APPROVAL & PAYMENT OF BILLS (By schedule) PLUS ADDENDUMS  
ALL VOTING YES

DATE	AMOUNT	CHECK NUMBERS
8-11-98	25 174 59	134042 - 134052
8-11-98	50 00	134053
8-13-98	8 960 81	134054 - 134077
8-18 98	60 00	134078
8-20-98	137,547 00	134079 - 134222
8-21-98	119 576 43	164-170, 113 & 114
8-21-98	155 221 00	134223 - 134229
8-21-98	49 422 83	Electronic Fed Tax Payments
8-21-98	-0-	Credit/Debit Journal Entries for Voided checks #185 348 350 352

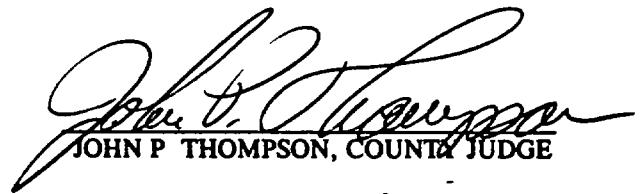
15 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE PERSONAL ACTION FORMS VOTES RECORDED AS FOLLOWS  
JUDGE THOMPSON ----- YES  
COMM SPEIGHTS ----- YES  
COMM SMITH ----- NO  
COMM PURVIS ----- YES  
COMM HUBERT ----- YES (SEE ATTACHED)

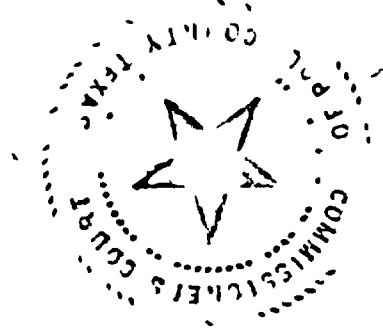
16 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE "RESOLUTION" AMENDING AUTHORIZED REPRESENTATIVES TO TEXPOOL (Texas Local Government Investment Pool)  
ALL VOTING YES (SEE ATTACHED)



17 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS  
APPROVAL OF COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM  
BETWEEN ATTORNEY GENERAL OF TEXAS AND POLK COUNTY  
ALL VOTING YES (SEE ATTACHED)

18 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS  
TO ADJOURN COURT THIS 25th DAY OF AUGUST, 1998 AT 11 05 AM  
ALL VOTING YES

  
JOHN P THOMPSON, COUNTY JUDGE



ATTEST  
  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT8\AUG25 WPD

TEXAS ASSOCIATION OF COUNTIES INSURANCE TRUST FUND  
(herein called the "Fund")

Group Life Insurance Program

Request for Participation in Insurance

Whereas, Article 3 51-2 of the Texas Insurance Code, authorizes counties and political subdivisions of the State of Texas to procure contracts insuring its officials, employees, and retirees or any class or classes thereof under a policy or policies of group life, group health, accident, accidental death and dismemberment, and hospital, surgical, and/or medical insurance issued by insurance companies licensed to do business in Texas, and

Whereas, the Interlocal Cooperation Act (TEX GOV CODE, Chapter 791), hereinafter the "Act," authorizes counties and other political subdivisions to contract or agree to perform governmental functions and services, including administrative functions and other governmental functions in which the contracting parties are mutually interested, and

Whereas, the Texas Association of Counties Insurance Trust Fund, hereinafter the "Fund," was created by Texas counties to make available life, accident, and health insurance for employees (including elected officials, appointed officials, and retained professionals) of political subdivisions and members of their families, and

Whereas, in accordance with the Act, the Restated Agreement and Declaration of Trust, and other applicable statutes, codes and authority, the Fund has purchased on behalf of and made available to such political subdivisions, a plan of life insurance for Participating Employers consisting of the following Policy and Supplementary Contracts issued to the Fund by Group Life and Health Insurance Company (GLH) hereinafter called the "Group Life Insurance Program "

- a A Group Term Life Insurance Policy, Form No GLP-5(Rev)-TACITF, inclusive of the Accelerated Benefit Rider, Form No GLP-5-ABR-1-TACITF, and
- b An Accidental Death, Dismemberment and Loss of Sight Benefits Supplementary Contract, Form No GLP-5(Rev)-AD&D-TACITF, and
- c A Dependents' Group Term Life Insurance Benefits Supplementary Contract, Form No GLP-5(Rev)-DGL-TACITF,

Whereas, POLK COUNTY, is a Texas political subdivision, other than an incorporated city, town or village, has executed an Employer's Request for Participation in Trust and desires to execute this Request for Participation in Insurance, hereinafter the "Request for Participation," as an interlocal agreement, required by the Restated Agreement and Declaration of Trust and as an application for insurance, in order to become a Participant in the Group Life Insurance Program,

Now, Therefore, the Employer requests, in accordance with the provisions of the Restated Agreement and Declaration of Trust and the Interlocal Cooperation Act (TEX LOC GOV CODE, Chapter 791), that it be accepted for participation in insurance under the Group Life Insurance Program of the Fund as a Participating Employer, in accordance with the terms, coverages, benefits, conditions, exclusions, expenses, contributions and other provisions of the Group Life Insurance Program in which the Employer desires to participate, to be effective June 1, 1998, hereinafter called the "Coverage Effective Date," and, if accepted, agrees, to be bound as follows

Group No 36344

Form No APA-TACITF

The Participating Employer agrees to comply with the following requirements, if the Participating Employer is approved for participation in the Group Life Insurance Program

- 1 The Participating Employer shall be a "Participating Employer," as that term is defined in the Group Life Insurance Program and as restated in the Appendix of this document, as may be amended from time to time, or terminated at any time by the Fund and GLH, and shall be bound by, be subject to, and enjoy all of the terms of the Group Life Insurance Program, and the Participating Employer's participation may be terminated at any time by the Fund or GLH in accordance with the terms of the Group Policy issued to the Fund. Certain definitions of terms contained in this Agreement and in the Group Policy are attached hereto and incorporated herein.
- 2 All persons eligible to apply for coverage under the Group Life Insurance Program shall be subject to the medical guidelines and underwriting requirements of GLH as may be changed from time to time, and
- 3 The Participating Employer shall maintain participation by its eligible Employees under the Group Life Insurance Program at all times in accordance with the enrollment requirements of GLH, and
- 4 The Participating Employer shall remit all required premium payments in advance of the due date on a timely basis directly to the Fund. The initial premium rates are as shown below in the Rate Schedule. The Fund will forward the required premium payments to GLH on behalf of the Participating Employer. If premium payments are not received by GLH or the Fund, insurance for the Participating Employer and all covered Employees shall cease in accordance with the terms of the Group Policy issued to the Fund, and
- 5 The Participating Employer shall provide eligibility and enrollment information, effective dates of employment, and all other data necessary for the efficient administration of the Group Life Insurance Program according to the terms and the requests of GLH, and
- 6 The Participating Employer shall enroll and maintain Employees in compliance with all applicable laws and regulations, including all reporting and disclosure requirements applicable to the Group Life Insurance Program as maintained by the Participating Employer.

The Participating Employer understands and agrees that if the Participating Employer fails to continue to meet participation requirements of the Fund and no longer qualifies for insurance coverage, GLH shall have the right to terminate that Participating Employer's participation in the Group Life Insurance Program on the premium due date following notification by GLH to the Fund and the Participating Employer of such termination.

The Participating Employer further understands that if a Participating Employer fails to maintain compliance, satisfactory to GLH, with the requirements enumerated herein, GLH shall have the right to terminate that Participating Employer's participation in the Group Life Insurance Program on the premium due date following notification by GLH to the Fund and the Participating Employer of such termination.

The Participating Employer further understands and agrees that premium adjustments will be negotiated between the Fund and GLH.

The Participating Employer hereby applies for the Group Life Insurance Program as described in the Schedule of Insurance below.

Group No 36344

Form No APA-TACITF

Upon acceptance for participation, this Request for Participation shall be effective as an Interlocal Agreement pursuant to Chapter 791 of the Local Government Code and an Application and Agreement for Participation in Insurance with GLH.

If any part of this Request for Participation, or the resulting Interlocal Agreement, is declared invalid, void, or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that all matters pursuant to this Request for Participation, or the Interlocal Agreement, are performable in Travis County, Texas, and that Travis County shall be the venue for all suits arising out of this Request for Participation, or the Interlocal Agreement, including without limitation, any suit to construe or enforce its terms

In the event of any conflict between the provisions of this Request for Participation and the Restated Agreement and Declaration of Trust, the Restated Agreement and Declaration of Trust shall control

**SCHEDULE OF INSURANCE**

“N.A ” in any space means “Not Applicable – coverage not applied for ”

**Group Term Life Insurance and Accidental Death, Dismemberment and Loss of Sight Benefits**

<u>Class of Employees</u>	<u>Amount of Group Term Life Insurance*</u>	<u>Amount of AD&amp;D</u>
<u>Basic Insurance</u>		
A Any full-time, active employee or any Elected or Appointed Official	\$15,000	\$15,000
B Retiree	\$7,000	N.A
<u>Supplemental Insurance</u>		
N.A.		

\* Total (Basic plus Supplemental) amount of group term life insurance for an Employee in the Group Life Insurance Program cannot exceed 400% of the Employee’s Annual Salary

**Group Term Life Insurance will reduce as follows**

<u>Percent of the Original Amount</u>	<u>At Age</u>
to 65%	70
to 40%	75
to 25%	80
to 15%	85
to 10%	90

Group No 36344

Form No APA-TACITF

Class A Term Life coverage further reduces to \$7 000 at retirement AD&D coverage terminates at retirement.

Class B Term Life coverage does not reduce or terminate with regard to age

All AD&D insurance terminates upon the Employee's retirement

The information shown in the Schedule of Insurance above will be the benefits available to persons eligible for insurance under this Request for Participation The actual benefits provided to each Employee will be as that Employee applied for and as, if applicable, approved by GLH

\*\*\* End of Schedule of Insurance \*\*\*

Initial Rate Schedule

The premium rates below are initial premium rates effective on the Coverage Effective Date Premium rates are subject to change on the first Coverage Anniversary Date and on each Coverage Anniversary Date thereafter subject to any rate guarantee granted by GLH to the Participating Employer

1	Initial premium rate for Basic Group Term Life Insurance per \$1,000 per month .. ..	\$ 41
2	Initial premium rate for Basic Accidental Death, Dismemberment and Loss of Sight Supplementary Contract (AD&D) Occupational -- per \$1,000 per month ..	\$ 05

\*\*\* End of Rate Schedule \*\*\*

Eligibility Requirements

- 1 Waiting period for eligibility \* 0 days  30 days  60 days \*\* 90 days
- 2 Period of continuous employment waived on initial enrollment  Yes  No
- 3 Coverage is provided to Retirees of the Participating Employer  Yes  No

Employee/Participating Employer Contributions

The Employee's portion of the monthly premium rate shall be

For Basic Group Term Life Insurance	..	..	..	0%
For Basic AD&D Insurance			..	0%

The Participating Employer will pay the difference between the total premium rate and the Employee's portion.

Group No 36344

Form No APA-TACITF

Replacement of Insurance

The insurance applied for is not in addition to, nor is it to replace, any such insurance now contemplated or previously in force within the past year with another company covering Employees eligible for this insurance, except as follows

Replacement

N A  
(Name of Insurance Company)

N A  
(Date to which premiums are paid)

Plan Requirements

- 1 All active full-time Employees working 120 hours per month are eligible to apply for insurance Part-time and seasonal Employees are not eligible for insurance
- 2 Insurance for Employees will become effective on the first day of the Insurance Month on or next following the Employee's date of eligibility
- 3 The Participating Employer, while not an agent of GLH, will be responsible for collection of premiums from Employees, will notify Employees of the termination of their insurance, and will forward to Employees notices and/or amendments sent by GLH to the Participating Employer
- 4 The first Coverage Anniversary Date will be October 1, 1998, and then shall be October 1 of each subsequent year
- 5 Initial premium rates for the insurance applied for shall be calculated based on the Rate Schedule above and any amendments thereto
- 6 A minimum of 100% of the eligible Employees will be required if the Participating Employer is paying the entire premium cost.  
  
A minimum of 75% of the eligible Employees will be required if the Participating Employer is paying only a portion of the premium cost.
- 7 The Employer should not cancel current insurance coverage until notified by GLH that this Request for Participation has been approved
- 8 No insurance coverage or changes will become effective without approval of GLH

Group No 36344

Form No APA-TACITF

Page 5

Special Representations

The following Special Representations and/or attached Amendment(s), if any, shall be considered a part of the Request for Participation

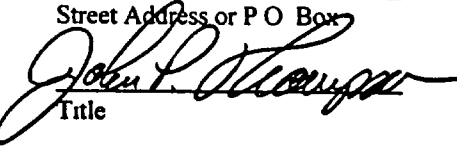
- \*0 days for Elected or Appointed Officials
- \*\*90 days for all other employees

The Participating Employer acknowledges having read the foregoing provisions of this Request for Participation and understands and agrees that all statements provided are true and correct to the best of the Participating Employer's knowledge and belief

The undersigned parties have executed this Request for Participation

Applicant:

Participating Employer POLK COUNTY

Address	<u>Polk County Courthouse</u> Street Address or P O Box	<u>Livingston, TX 77351</u> City and State Zip Code
By	 Title	<u>8/25/98</u> Date

Verified and agreed to by the TEXAS ASSOCIATION OF COUNTIES INSURANCE TRUST FUND

By	<u>(s) </u> Title	<u>8/5/98</u> Date
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GROUP LIFE AND HEALTH INSURANCE COMPANY

By	<u></u> Ross B Snyder Chief Executive Officer	<u>May 26, 1998</u> Date
----	--	-----------------------------

Group No 36344

Form No APA-TACITF

Appendix to  
Request for Participation in Insurance

Definitions as used in this Agreement:

- A. **Dependent means** (for purposes of the Dependents' Group Term Life Insurance Benefits Supplementary Contract)
- 1 An Employee's spouse, or
  - 2 Any unmarried Child of an Employee, not in active military service, who is either
    - a. Within the age limits stipulated in this Request for Participation, or
    - b. A student who is within the age limits stipulated in this Request for Participation for students and who (1) meets the dependency requirements of the Internal Revenue Code; and (2) is attending an accredited educational institution as a full-time student, or
  - 3 Any Disabled Child, provided that in the case of a Disabled Child who has reached the maximum age limit, or up to the maximum age limit for a student, such child is dependent upon the Employee for more than one-half of his or her support as defined by the Internal Revenue Code of the United States,
- but excluding from 1, 2, and 3, above in any case
- a. Any person who is an Employee as defined in the Group Policy,
  - b. Any person whose evidence of good health, furnished in accordance with the provisions hereof, is not accepted by GLH as satisfactory
- B **Child means** the natural child of the Employee, a legally adopted child of the Employee (including a child living with the adopting parents during the period of probation), a stepchild of the Employee whose primary residence is the Employee's household, a child of the Employee's child who is dependent upon the Employee for more than one-half of his support as defined by the Internal Revenue Code, a child (a) whose primary residence is the Employee's household, and (b) to whom the Employee is legal guardian or related by blood or marriage, and (c) who is dependent upon the Employee for more than one-half of his support as defined by the Internal Revenue Code of the United States, or a child for whom the Employee has received a court order requiring that Employee to have financial responsibility for providing medical support.
- C **Disabled means** any medically determinable physical or mental condition which prevents a child from engaging in self-sustaining employment, provided that the disability commences prior to such child's attainment of the limiting age and that satisfactory proof of such disability and dependency is submitted by the Employee within 31 days following the child's attainment of the limiting age

As a condition to the continued coverage of a Child as a Disabled Dependent beyond the limiting age, GLH shall have the right to require periodic certification by a physician of the Child's physical or mental condition, but not more frequently than annually after the two-year period following the Child's attainment of the limiting age

Group No 36344

Form No APA-TACITF

Page 7



- D Coverage Anniversary Date** the date shown in this Request for Participation as selected by the Participating Employer
- E Coverage Effective Date** means the date shown in this Request for Participation on which insurance under the Group Life Insurance Program commences for the Participating Employer
- F Coverage Month** means each succeeding monthly period, beginning on the Coverage Effective Date
- G Eligibility Date** means the first day following the date the Employee completes the number of days of continuous employment with the Participating Employer as specified in the "Eligibility Requirements" Section of this Request for Participation
- H Employee** means a person who regularly provides personal services at the Employee's usual and customary place of employment with the Participating Employer for not less than 120 hours per month in the business of the Participating Employer, and who is duly recorded as such on the payroll records of the Participating Employer and is compensated for such services by salary or wages. The term "Employee" shall also be deemed to include those persons, if any, designated by the Participating Employer who are considered Retirees under the Participating Employer's established procedures whereby individual selection by the Participating Employer or the Employee to be included in the Retiree classification is precluded. Employee is also deemed to include elected or appointed officials
- I Fund** means the Texas Association of Counties Insurance Trust Fund
- J Participating Employer** means each of the entities which have been designated by the Policyholder as Participating Employers by reason of that entity executing a Request for Participation in the Policyholder's Group Life Insurance Program provided such Request for Participation is executed and accepted by both the Policyholder and GLH
- K Retiree** means an Employee who has retired under the Participating Employer's established retirement program, provided such Retiree (1) is eligible for insurance hereunder as indicated in the "Eligibility Requirements" Section of this Request for Participation, and (2) held insurance under the Participating Employer's life insurance plan on the date of retirement.
- L Request for Participation** means the initial documents and any amendments thereto, in the form of a Substitution Request for Participation, which are prepared by GLH and the Fund and provided to each Participating Employer for their execution and which states the coverage for the Employees of the Participating Employer under the Policyholder's Group Life Insurance Program. The Request for Participation will indicate all coverages, definition changes, or other items which are unique to that Participating Employer's coverage under the Policyholder's Group Life Insurance Program

Group No 36344

Form No APA-TACITF

Page 8

CountyChoice<sup>®</sup> Health Insurance Program  
Renewal Response Form

Please complete this form and return it to TAC as soon as your Commissioners Court approves this renewal. If you would like to consider any changes to your current benefit plan, please check the appropriate box below and fax it to TAC as soon as possible. Thank you for returning this form to TAC, it will help us keep your records accurate and up to date.

Texas Association of Counties  
P O Box 2131  
Austin, TX 78768  
1-800-456-5974  
Fax 512-478-1426

Date 8/25/98

County/Entity Polk County, Texas

Group # 36344 Anniversary Date 10/1

Completed by John P. Thompson Phone (409) 327-6813

Please renew our *CountyChoice* coverage with no changes in benefits

Please contact me to discuss possible benefit changes for the upcoming year

We do not wish to renew. Terminate our coverage effective \_\_\_\_\_  
(Must give 30 days notice) (date)

John P. Thompson  
Signature

8-25-98  
Date

JP NUMBER 36344  
 JP NAME POLK COUNTY/TAC  
 ANNIVERSARY DATE 10/1  
 NUMBER OF CERTIFICATES 216

MONTHLY PREMIUM RATES

	EFFECTIVE	Oct-98	THROUGH	Sep 99
DUE P77 P78 P79 P80 CHANGE % 7.5%				
	EMPLOYEE ONLY	EMPLOYEE & CHILD(REN)	EMPLOYEE & SPOUSE	EMPLOYEE & FAMILY
HEALTH	\$286.22	\$411.66	\$524.92	\$656.00
DENTAL HEALTH	\$266.24	\$410.84	\$488.30	\$610.22

For Payroll purposes, rates effective October 1, 1998 (reflected on payroll deductions made September 4, 1998 and September 18, 1998) are as follows,

<u>Coverage.</u>	<u>Old rate</u>	<u>New rate</u>	<u>Increase</u>
Employee (including AD&D)	273 14	293 12	+ 19 98/mo
Child/Children	144 60	155 44	+ 10 84/mo + 5 42 / payroll
Spouse	222 06	238 70	+ 16 64/mo + 8 32 / payroll
Family	343 98	369 78	+ 25 80/mo + 12 90 / payroll

**Group Life and Health Insurance Company**

VOL **44** PAGE **768**

**Life Renewal Form**

Group Name **County of Polk/ Texas Association of Counties** Anniversary Date **10-1-98** Group#. **36344**

**Renewal Summary**

	TERM	AD&D	
Current Rates	41	05	L 90/ <sup>mo</sup> / <sub>yr</sub> - 8280/yr
Percent Enrollment Required	100%	100%	
Number Enrolled Last Anniversary Date	215	211	
Volume Last Anniversary Date	3,182,500	3,154,500	
Number Enrolled This Anniversary Date	214	210	
Volume This Anniversary Date	3,167,500	3,139,500	
Claims Paid Since Last Anniversary Date	15,000	-0-	
Renewal Rates	41	05	

**Reductions And Terminations**

The Following Volume Adjustments Will Be Made On The Anniversary Date Due To Attained Age

Name	Cert #	Current Class Amount		New Class Amount	
		Term	AD&D	Term	AD&D
_____	_____	_____	_____	_____	_____

**Change Of Employment Status Form**

Life \_\_\_\_\_ N.A. X

Please note that according to your life contract, decreases or terminations in amounts of insurance due to retirement are effective on the first premium due date following the date of retirement To prevent any problems should a claim occur, please report retirement dates on your employees to our Group Accounts Department immediately

Renewal Released pw 7-24-98  
Area Tvler

MOA Number \_\_\_\_\_  
Service Area(s) \_\_\_\_\_  
Effective Date(s) \_\_\_\_\_

MEMORANDUM OF AGREEMENT

BETWEEN

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING

AND

Polk County Aging Services  
P.O. Box 1192  
Livingston, Texas 77351

TO PROMOTE QUALITY OF LIFE FOR OLDER PERSONS  
IN DEEP EAST TEXAS

AREA AGENCY ON AGING

AFFILIATE ENTITY

AAA of Deep East Texas  
*Walter G. Diggles*  
Authorized Signature

*John P. Thompson*  
Polk County  
Authorized Signature

Walter G. Diggles, Executive Director  
Name and Title (Print)

John P. Thompson, County Judge  
Name and Title (Print)

July 1, 1998  
Date

July 1, 1998  
Date

AUG 3 1998  
Area Agency on Aging  
127000

MEMORANDUM OF AGREEMENT

INTRODUCTION

The Deep East Texas Council of Governments (DETCOG) was designed in 1974 as the Area Agency on Aging for Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler counties. Within its structure, the Area Agency on Aging of Deep East Texas (AAA/DET) is a single identifiable unit that serves as a focal point for the planning, coordination and system development of aging services.

The Health and Human Services Commission of the State of Texas provides for a statewide, locally-based system of information, access, assistance, advocacy and services.

The Area Agency on Aging of Deep East Texas is responsible under Title III of the Older Americans Act, for the development and implementation of a comprehensive and coordinated service system in order to

- 1 secure and maintain independence and dignity in a home environment for older individuals capable of self care with appropriate supportive services,
- 2 remove individual and social barriers to economic and personal independence for older individuals, and
- 3 provide a continuum of care for the vulnerable elderly

PURPOSE

The purposes of this Memorandum of Agreement between the AREA AGENCY ON AGING OF DEEP EAST TEXAS (hereinafter referred to as AAA/DET) and Folk County Aging Services "the Affiliate" are to identify areas of mutual interest, to define terms for mutual cooperation and coordination of health and human services and to pledge joint efforts to promote the mission of the Older Americans Act identified above.

The Affiliate shall become a partner in the AGING NETWORK OF DEEP EAST TEXAS and this agreement shall become an integral part of the AREA PLAN FOR AGING SERVICES IN DEEP EAST TEXAS.

GENERAL OPERATIONS

**AAA Will**

\_\_\_\_\_ Prepare the AREA PLAN FOR AGING SERVICES FOR DEEP EAST TEXAS

- \_\_\_\_\_ Identify needs
- \_\_\_\_\_ Prioritize services
- \_\_\_\_\_ Develop regional goals and objectives for
- \_\_\_\_\_ Access and Assistance
- \_\_\_\_\_ Community-based services
- \_\_\_\_\_ In-home services
- \_\_\_\_\_ Institutional care-resident advocacy

\_\_\_\_\_ Develop vendor agreements or contracts with service providers

\_\_\_\_\_ Conduct public hearings on aging issues

\_\_\_\_\_ Monitor delivery of services

\_\_\_\_\_ Maintain documentation and file necessary reports to funding agencies

**Affiliate will**

\_\_\_\_\_ Provide AAA with ADA Self-Assessment or other confirmation of compliance with the Americans With Disabilities Act

\_\_\_\_\_ Designate a liaison to provide advice and assistance in the development of the AREA PLAN FOR AGING SERVICES FOR DEEP EAST TEXAS

\_\_\_\_\_ Provide meeting space for AAA public meetings i.e , Educational Forums, RCOA, Silver-Haired Legislature Candidates Forums.

\_\_\_\_\_ Provide clerical volunteer for AAA Administrative area \_\_\_\_\_ days/week, month or for special projects.

\_\_\_\_\_ Provide notification to AAA of activities that affect older persons including public hearings, educational forums, coalitions and solicitations for bids.

\_\_\_\_\_ (Other)

AN AGREEMENT BY AND BETWEEN  
 DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
 AREA AGENCY ON AGING

LOCATION 274 East Lamar, Jasper, Texas 75951  
 MAIL 274 East Lamar, Jasper, Texas 75951  
 PHONE (409) 384-5704  
 FAX (409) 384-6177  
 E-MAIL \_\_\_\_\_  
 CONTACT Holly Anderson, Director, Area Agency on Aging

AND VENDOR

ENTITY Polk County  
 DIVISION Aging  
 LOCATION Livingston, Texas 77351  
 MAIL P.O. Box 1192 Livingston, Texas 77351  
 PHONE 409-327-6844  
 FAX 409-327-6889  
 E-MAIL \_\_\_\_\_  
 CONTACT Lezli Myers

FOR THE PURCHASE OF

PRODUCT/SERVICE	UNIT	AREA	RATE
A. ___ Adult Day Care	½ Day	_____	\$ _____
B. ___ Emergency Response	Month	_____	\$ _____
C. ___ Home Delivered Meals	Month	_____	\$ _____
D. <u>X</u> Home Delivered Meals	Meal	_____	\$ <u>383</u>
E. ___ Home Repair/Modify	Job	_____	\$ _____
F. ___ Homemaker	Hour	_____	\$ _____
G. ___ Case Management	Hour	_____	\$ _____
H. ___ Personal Care	Hour	_____	\$ _____
I. ___ Respite	Hour	_____	\$ _____
J. ___ Transportation	1-way trip	_____	\$ _____
K. ___ Support Group (per person)	Hour	_____	\$ _____



PURCHASE TERMS/POLICIES

Vendor Polk County Aging Services Vendor No \_\_\_\_\_

SERVICE \_\_\_\_\_ AREA \_\_\_\_\_ VENDOR LIAISON AAA LIAISON

\_\_\_\_\_ Patricia Burrows \_\_\_\_\_

PURCHASE AUTHORIZATION/PAYMENT PROCESS

- 1 AAA will assess client need, develop plan of care and authorize purchase of specified units of service
- 2 Client will have opportunity to select provider from list of approved vendors.
- 3 AAA will notify Vendor of purchase order including
  - Product or service description
  - Client Profile including ID number
  - Service delivery period (Start/End Dates)
  - \_\_\_\_\_
- 4 Vendor notification may be by the following methods
  - \_\_\_\_\_ Telephone Contract \_\_\_\_\_
  - \_\_\_\_\_ Faxed Work Order \_\_\_\_\_
  - \_\_\_\_\_ E-Mail \_\_\_\_\_
  - \_\_\_\_\_ (Other) \_\_\_\_\_
- 5 Vendor shall not solicit nor accept donations or payments from clients All client contributions will be made to the Area Agency on Aging and used to subsidize the total cost paid to the vendor
- 6 Vendor shall submit invoice and service documentation to the Area Agency on Aging by the 5<sup>th</sup> working day of the month for payment on the 20<sup>th</sup> of the month.

Deep East Texas Council of Governments  
Area Agency on Aging  
Vendor Agreement  
Attachment I

I. FUNDING OBLIGATION

The **VENDOR** acknowledges that the **COUNCIL's** obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this agreement, is limited to monies received from the Administration on Aging, and that unless and until adequate funds have been received from said entities, the **COUNCIL** shall not have, under terms of this agreement, any obligations to the **VENDOR**.

The **VENDOR** understands that it must have sufficient financial solvency to sustain said agreement performance until adequate funds are received by the **COUNCIL** to reimburse said **VENDOR**.

The **COUNCIL** shall not be liable to the **VENDOR** for any expenditures which are not allowable costs as defined in the rules and regulation, Federal Register Vol 55 #63, and Code of Federal Regulations Title 45, Part 74, as of October 1, 1990, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the Texas Department on Aging

The **COUNCIL** agrees to make payment to the **VENDOR** in the amounts and upon the terms, provisions and budgets as set forth in the Direct Service Agreement, and the **VENDOR** agrees to accept such payments as full compensation for services performed hereunder. Invoices received by the 5<sup>th</sup> working day will be paid net 30 days

II. ACCESSIBILITY OF RECORDS

The **VENDOR** shall give **COUNCIL**, TDoA, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this agreement. Such right of access shall continue as long as such records, or any of them, are in existence. **VENDOR** shall include the substance of this provision in all subcontracts

III. PAYMENT SUSPENSION AND VENDOR TERMINATION

In the event monitoring/evaluation activities by the **COUNCIL** or its **VENDOR** agents, disclose serious deficiencies in the operation of agreement, the **COUNCIL** may elect to suspend or terminate this agreement upon fifteen (15) days written notice from the **COUNCIL** to the **VENDOR**, upon notification of such suspension or termination, shall have the right to appeal such suspension or termination following procedures outlined in 40 TAC 254.17, as applicable. This agreement may be terminated upon the occurrence of any of the following events

- Discontinuance of funding to the COUNCIL from the Texas Department on Aging, or
- Failure of the VENDOR to comply with any or all of the terms and conditions of this agreement and any attachments thereto, or
- Mutual agreement between the COUNCIL and the VENDOR, or
- Discovered or disclosed deficiencies in the operation of the VENDOR supported under the provisions of this agreement

In the event of termination, final billings for units of services delivered pursuant to the agreement will be submitted to the COUNCIL within fifteen (15) calendar days from the termination by the VENDOR but it is understood that no units delivered after the termination date will be reimbursed

If this agreement is terminated as provided above, the COUNCIL may require the VENDOR to transfer title and deliver to the COUNCIL or to another authorized VENDOR any property acquired by Federal funds or assigned to the VENDOR by the COUNCIL for the purposes of this VENDOR

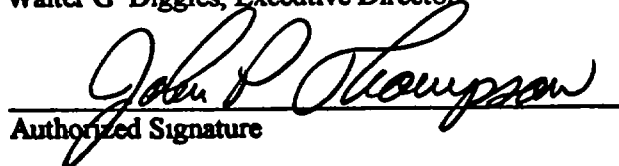
#### IV TARGETING

VENDOR shall assure, in accordance with the Older Americans Act of 1965, as amended, Section 306(a)(5)(B), that preference in the delivery of services is given to

- Older individuals in rural areas,
- Older individuals with greatest economic need (with particular attention to low-income minority individuals),
- Older individuals who have greatest social need (with particular attention to low-income minority individuals),
- Older individuals with severe disabilities,
- Older individuals with limited English-speaking ability, and,
- Older individuals with Alzheimer's Disease or related disorder with neurological and organic brain dysfunction and the caretakers of such individuals

  
 \_\_\_\_\_  
 Walter G Diggles, Executive Director

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature

8/25/98  
 \_\_\_\_\_  
 Date

CERTIFICATION REGARDING PROGRAM CONTRIBUTIONS

In accordance with TAC 270 1(j) regarding contributions, (copy attached) Roy Hall certifies it will comply with the rule and report all program contributions to the Deep East Texas Area Agency on Aging on a monthly basis utilizing the monthly meal and program income report form (copy is attached)

Roy Hall acknowledges that said program contributions will purchase services for participants that have been approved by the Area Agency on Aging, thus increasing service levels

*John P. Stewart*  
Authorized Signature

8/25/98  
Date

AMERICANS WITH DISABILITIES ACT  
ASSURANCE STATEMENT

Polk County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities \_\_\_\_\_  
\_\_\_\_\_ will comply with the Americans With Disabilities Act

I certify that compliance with the Americans With Disabilities Act of 1990, as amended, will be accomplished and that evidence of such compliance will be available to the Deep East Texas Area Agency on Aging staff or representative during scheduled monitoring visits

John P. Thompson  
Authorized Signature

8/25/98  
Date

Andy Anderson  
AAA Authorized Signature  
Deep East Texas Council of Governments  
Approval by Area Agency on Aging

9/1/98  
Date

**Contributions**

The **VENDOR** shall ensure that written procedures for contributions for the cost of providing services are established for use by each service provider. These procedures shall

- Provide all eligible clients or their family or advocate with the opportunity to voluntarily contribute all or part of the cost of the service, regardless of the method of service procurement,
- Protect the privacy of such contribution,
- Safeguard and account for all contributions,
- Require that all client contributions must be used to support or expand services provided under an approved area plan, in accordance with applicable federal fiscal and program regulations, and
- Allow subcontractors to establish suggested contribution schedules which considers the income ranges of the client population and the service provider's other resources

**These procedures shall not**

- Require a contribution as a condition for receiving services, or
- Establish income as a means test when establishing suggested contribution schedules

CONGREGATE MEALS

**AAA will**

- Provide central intake, screening and eligibility determination for individuals seeking services
- Provide network of vendors for the provision of services
- Authorize service startup and duration of congregate meal services to eligible persons
- Cofund up to 90 % of the cost of each congregate meal unit.
- Monitor client satisfaction with services

**Affiliate will**

- Sponsor (subsidize the cost) of congregate meal units for a specified period of time for one or more eligible older individuals
- Cofund up to \_\_\_\_\_ % of the cost of each congregate meal unit for a specified period for an eligible older individual
- Volunteer with a service provider organization to deliver congregate meals and/or program services

**HOME DELIVERED MEALS**

**AAA will.**

- Provide central intake, screening and eligibility determination for individuals seeking services
- Provide network of vendors for the provision of services
- Authorize service startup and duration of home delivered meal services to eligible persons
- Cofund up to 100% of the cost of each home delivered meal unit
- Monitor client satisfaction with services

**Affiliate will.**

- Sponsor (subsidize the cost) of home delivered meal units for a specified period of time for one or more eligible older individuals
- Cofund up to \_\_\_\_\_% of the cost of each home delivered meal unit for a specified period for an eligible older individual
- Volunteer with a service provider organization to deliver meals and/or program services to eligible persons
- Donate special occasion gift baskets (food or other necessities) to home-bound clients
- Provide delivery service for home delivered meals to approved eligible persons



THE STATE OF TEXAS }  
COUNTY OF POLK } APPOINTMENT OF COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS

THAT WE, JOE NED DEAN, Judge of the 258th Judicial District in and for Polk County, Texas, and ROBERT HILL TRAPP, Judge of the 411th Judicial District in and for Polk County, Texas, do on this the 10th day of August, 1998, appoint WILLIAM H LAW, as County Auditor of Polk County, Texas, for a period of TWO years, said appointment to become in full force on August 10, 1998

AND, it is further ordered that WILLIAM H. LAW, as County Auditor of Polk County, Texas, shall receive as compensation for services an annual salary of Thirty Two Thousand Dollars and No Cents (\$32,000 00) to be paid out of the County General Fund, in twenty six equal payments

WITNESS OUR HANDS THIS THE 10 DAY OF August, 1998

*Joe Ned Dean*  
JOE NED DEAN, JUDGE  
258th JUDICIAL DISTRICT

*Robert H. Trapp*  
ROBERT HILL TRAPP, JUDGE  
411th JUDICIAL DISTRICT

FILED FOR RECORD  
90 AUG 20 PM 4 51  
WILLIAM H. LAW  
POLK COUNTY, TEXAS  
BY *Wm. Law*

VOL

44 PAGE 782

Item #9

Memorandum

To John Thompson, County Judge  
County Commissioners

CC Barbara Middleton, County Clerk  
Benny Fogleman  
Richard Giblert

From Carol Bigler

Date 08/17/98

Re Election Appointments

According to the Election Code, the following Appointments need to be made by the Commissioners Court

Sec 127 002, Counting station manager

Recommendation, Carol Bigler, Chief Deputy, County Clerk's office

Sec 127 003, Tabulation supervisor

Recommendation, Steve Hulihan, Data Processing Manager

Sec 127 005, Presiding judge of central counting station

Recommendation, Sharon Jordan, Deputy, County Clerk's office

CONFIDENTIAL

D.

**TRAINING STANDARDS FOR ELECTION  
JUDGES AND ALTERNATES****PRIMARY ELECTIONS**

Primary election training is the responsibility of each Party Chairperson. At the discretion of the Party Chairperson, The County Clerk or a representative of the clerk's office may be invited to attend any and/or all training sessions. Each party chairperson should provide the county clerk with a list of judges and polling places to be used in the primary election.

**NATIONAL, STATE AND LOCAL ELECTIONS**

- 1 All election judges, alternates and early voting clerks will be required to attend one training session. The County Clerk and/or employees of the County Clerk election staff will conduct two training sessions. One session will be after 6 00 p m and one on a Saturday. These training sessions are recommended. Attendance at training sessions offered by the Secretary of State-Elections Division is also an option.
- 2 Notification of the training sessions will be sent to the presiding and alternate judges and early voting clerks by regular mail with a follow up phone call. Each county chairperson will be notified of the training sessions in writing.
- 3 Election training will be effective for two (2) years, the same period as the judge's appointment by the Commissioner's Court. (The election year of 1998 to be the exception since appointments were made for only one year).
- 4 A list of trained election personnel from both parties will be compiled and maintained in the County Clerk's office.

NOTICE OF AGREEMENT TO DONATE  
SANITARY SEWER EASEMENT

CITY OF ONALASKA

TCDP NO 717601

I understand that the Polk County Fresh Water Supply District No 2 needs to acquire an easement on property I own located in the Impala Woods Subdivision in Polk County, Texas in connection with a project funded under the Texas Community Development Program. The needed portion of my property is described as follows:

BEING a 0.0275 acre permanent sanitary sewer easement over and across Lot No 1, Block No 14 of Impala Woods Subdivision, Section No 1 as shown on the plat of record in Book 7, Page 25 of the Polk County Plat Records, and this 0.0275 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for an interior corner of said Lot No 1, same being the terminal point of the southeast right of way line of Lama Street [a 50 ft wide street over and through said Impala Woods Subdivision], said point being the southwest corner of the herein described 0.0275 acre tract,

THENCE N 20° 55' 00" W (Bearings for this survey are based on plat calls for Impala Woods Subdivision, Section No 1 as shown of record in Book 7 Page 25 of the Polk County Plat Records) 20.00 ft along the most northern west boundary line of said Lot No 1, same being the terminal right of way line of said Lama Street, to the northwest corner of the herein described 0.0275 acre tract, said point bears S 20° 55' 00" E 5.00 ft. from a 3/8" iron rod found for the west common corner between said Lot No 1 and Lot No 21, Block No 13 of said Section No 1,

THENCE N 69° 05' 00" E 60.00 ft across and severing said Lot No 1 to the northeast corner of the herein described 0.0275 acre tract located on the northeast line of said Lot No 1, same being the southwest right of way line of Gazelle Road [a 50 ft wide street over and through said Impala Woods Subdivision], said point bears S 20° 55' 00" E 5.00 ft. from a 3/8" iron rod found for the east common corner between said Lots No 1 and No 21,

THENCE S 20° 55' 00" E 20.00 ft. along the northeast line of said Lot No 1, same being the southwest right of way line of said Gazelle Road, to the southeast corner of the herein described 0.0275 acre tract,

THENCE S 69° 05' 00" W 60 00 ft. across and severing said Lot No 1 to the place of beginning and containing within these bounds 0 0275 acre for sanitary sewer easement purposes as depicted on a plat prepared by James R Lowe, R P L S No 4751, Texas, dated June, 1998

I understand this portion of my property will serve as a sanitary sewer easement for the sewer system project The City of Onalaska has estimated the value of this easement at Seven hundred eighteen dollars and 74/100 (\$ 718 74)

PLEASE INITIAL THE BOX BESIDE THE STATEMENT THAT REPRESENTS YOUR RESPONSE TO THIS INVITATION TO DONATE PROPERTY

I wish to donate the property described above to the Polk County Fresh Water Supply District No 1 and I wish to waive my rights to an appraisal

I wish to donate the property described above but I wish to have this property appraised at Fair Market Value before donating I understand that I may claim a deduction on the estimated value of that easement for federal income tax purposes

I do not wish to donate the easement I am requesting that the City Onalaska pay the estimated value stated above for the easement and waive my right to an appraisal I understand that I must report any additional income from the sale of this property on my federal income tax return

I wish to have this property appraised at Fair Market Value and to receive just compensation for it, if any

I understand the City of Onalaska will contact me to arrange for the transfer of this property and will pay any and all ordinary costs associated with this transaction

Owner *John P. Seawright* Date 8/25/98  
(signature)

Owner \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

## RELEASE FORM

TCDP CONTRACTOR City of Onalaska

TCDP CONTRACT NO 717601

## AGREEMENT TO DONATE REAL PROPERTY, OR TO ACCEPT A PAYMENT OF LESS THAN FAIR MARKET VALUE, OR PROPERTY SOLD TO A PUBLIC AGENCY

I understand that the City of Onalaska, Texas, as a part of its Community Development Program, requires the following interest a sanitary sewer easement on property I own, described as follows

BEING a 0 0275 acre permanent sanitary sewer easement over and across Lot No 1, Block No 14 of Impala Woods Subdivision, Section No 1 as shown on the plat of record in Book 7, Page 25 of the Polk County Plat Records, and this 0 0275 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a 3/8" iron rod found for an interior corner of said Lot No 1, same being the terminal point of the southeast right of way line of Lama Street [ a 50 ft wide street over and through said Impala Woods Subdivision], said point being the southwest corner of the herein described 0 0275 acre tract,

THENCE N 20° 55' 00" W (Bearings for this survey are based on plat calls for Impala Woods Subdivision, Section No 1 as shown of record in Book 7, Page 25 of the Polk County Plat Records) 20 00 ft along the most northern west boundary line of said Lot No 1, same being the terminal right of way line of said Lama Street, to the northwest corner of the herein described 0 0275 acre tract, said point bears S 20° 55' 00" E 5 00 ft from a 3/8" iron rod found for the west common corner between said Lot No 1 and Lot No 21, Block No 13 of said Section No 1,

THENCE N 69° 05' 00" E 60 00 ft across and severing said Lot No 1 to the northeast corner of the herein described 0 0275 acre tract located on the northeast line of said Lot No 1, same being the southwest right of way line of Gazelle Road [a 50 ft wide street over and through said Impala Woods Subdivision], said point bears S 20° 55' 00" E 5 00 ft from a 3/8" iron rod found for the east common corner between said Lots No 1 and No 21,

THENCE S 20° 55' 00" E 20 00 ft. along the northeast line of said Lot No 1, same being the southwest right of way line of said Gazelle Road, to the southeast corner of the herein described 0 0275 acre tract,

THENCE S 69° 05' 00" W 60 00 ft. across and severing said Lot No 1 to the place of beginning and containing within these bounds 0 0275 acre for sanitary sewer easement purposes as depicted on a plat prepared by James R. Lowe, R P L S No 4751, Texas, dated June, 1998

sv110007

and that, Federal Law (the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P L 91-646) provides that no owner shall be required to surrender possession of real property or any interest therein before the acquiring agency offers to buy such property or interest for an amount not less than the Agency's approved fair market appraisal of the value of the property

Having been informed of my right to just compensation for any interest in my real property which is acquired by the Polk County Fresh Water Supply District No 2, I freely agree to give and convey to the Polk County Fresh Water Supply District No 2, the interest described above in my property and to decline any right to compensation or payment of fair market value for aforementioned property or interest therein, and do hereby release the City of Onalaska from an appraisal of my real property

*John P. Thompson*  
(Signature of Owner)

8-25-98  
(Date)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

*H. M. ...*  
(Signature of President)

8-13-98  
(Date)



#7576

VOL 44 PAGE 789

## EASEMENT

STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF POLK ( )

THAT POLK COUNTY TRUSTEE GRANTOR for and in consideration of the sum of ONE AND NO/100 (\$1 00) DOLLARS and other good and valuable consideration to the undersigned in hand paid by the Polk County Fresh Water Supply District No 2 hereinafter called GRANTEE receipt of which is hereby acknowledged and the further consideration of benefits to be derived by the undersigned on account of construction reconstruction and maintenance by GRANTEE of a sanitary sewer system improvements project under and through the premises hereinafter described does hereby grant and give to GRANTEE the right to construct reconstruct remove and perpetually maintain a sanitary sewer line easement under and across a certain tract lying and situated in Polk County Texas and being more particularly described as follows to wit

## SANITARY SEWER EASEMENT

BEING a 0 0275 acre permanent sanitary sewer easement over and across Lot No 1 Block No 14 of Impala Woods Subdivision Section No 1 as shown on the plat of record in Book 7 Page 25 of the Polk County Plat Records and this 0 0275 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a 3/8 iron rod found for an interior corner of said Lot No 1 same being the terminal point of the southeast right of way line of Lama Street [a 50 ft wide street over and through said Impala Woods Subdivision] said point being the southwest corner of the herein described 0 0275 acre tract

THENCE N 20° 55' 00" W (Bearings for this survey are based on plat calls for Impala Woods Subdivision Section No 1 as shown of record in Book 7 Page 25 of the Polk County Plat Records) 20 00 ft along the most northern west boundary line of said Lot No 1 same being the terminal right of way line of said Lama Street to the northwest corner of the herein described 0 0275 acre tract said point bears S 20° 55' 00" E 5 00 ft from a 3/8 iron rod found for the west common corner between said Lot No 1 and Lot No 21 Block No 13 of said Section No 1

THENCE N 69° 05' 00" E 60 00 ft across and severing said Lot No 1 to the northeast corner of the herein described 0 0275 acre tract located on the northeast line of said Lot No 1 same being the southwest right of way line of Gazelle Road [a 50 ft wide street over and through said Impala Woods Subdivision] said point bears S 20° 55' 00" E 5 00 ft from a 3/8 iron rod found for the east common corner between said Lots No 1 and No 21

THENCE S 20° 55' 00" E 20 00 ft along the northeast line of said Lot No 1 same being the southwest right of way line of said Gazelle Road to the southeast corner of the herein described 0 0275 acre tract

THENCE S 69° 05' 00" W 60 00 ft across and severing said Lot No 1 to the place of beginning and containing within these bounds 0 0275 acre for sanitary sewer easement purposes as depicted on a plat prepared by James R. Lowe R P L S No 4751 Texas dated June 1998

TO HAVE AND TO HOLD the said permanent easement herein described is transferred perpetually to the said GRANTEE together with the right and privilege at any and all times to enter said premises or any part thereof across and over GRANTOR S adjacent lands for the purpose of constructing removing reconstructing or maintaining said sanitary sewer line and for making connections therewith, all upon

RECORDED IN POLK COUNTY OFFICIAL RECORDS : SEPTEMBER 3, 1998

the condition that GRANTEE will at all times, after doing any work in connection with the construction removal reconstruction and/or repair of said sanitary sewer easement restore said premises to the condition in which the same was found before such work was undertaken and that in the use of said privileges herein granted GRANTEE shall not create a nuisance

IN ADDITION to the 0.0275 acre permanent easement herein conveyed GRANTOR does hereby convey a temporary construction easement measuring 0.0413 acre as needed. This temporary easement shall be an addition to the permanent easement and the said GRANTEE is authorized to locate the temporary construction easement as needed in order to construct the sewer line. Upon the completion of said construction and installation GRANTEE shall replace and restore all fences walls and other structures which have been relocated or removed during the construction. AND GRANTEE shall pay GRANTOR reasonable compensation for such fences walls or structures which may not be replaceable and for an damages caused during said construction

GRANTEE shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed and GRANTEE shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling them away from the premises

GRANTEE shall be responsible for any cost pertaining to any and all litigation which may arise as a result of the granting of this easement by GRANTOR

THE GRANTOR hereby covenants and warrants that it is the owner in fee simple of the above-described lands and has the absolute right to give the easements as herein stated and that said lands are free and clear of all encumbrances loans and liens except the following

All encumbrances loans and liens set out in Real Property Records of Polk County Texas

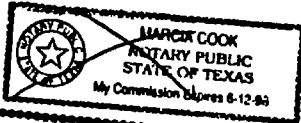
WITNESS my hand this 25th day of August 1998

JOHN P THOMPSON, COUNTY JUDGE  
POLK COUNTY TRUSTEE

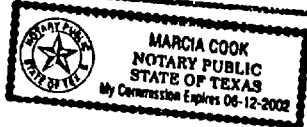
BY

*John P Thompson*  
JOHN P THOMPSON COUNTY JUDGE  
POLK COUNTY TRUSTEE

This instrument was acknowledged before me on this the 25th day of August 1998 by John P Thompson



*Marcia Cook*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS



(Notary s Printed Name)

## EASEMENT DESCRIPTION

State of Texas

County of Polk

Being 0.0275 acre permanent sanitary sewer easement over and across Lot No. 1 Block No. 14 of Impala Woods Subdivision Section No. 1 as shown on the plat of record in Book 7 Page 25 of the Polk County Plat Records and this 0.0275 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found for an interior corner of said Lot No. 1 same being the terminal point of the southeast right of way line of Lama Street [a 50 ft wide street over and through said Impala Woods Subdivision] said point being the southwest corner of the herein described 0.0275 acre tract

Thence N 20° 55' 00" W (Bearings for this survey are based on plat calls for Impala Woods Subdivision Section No. 1 as shown of record in Book 7 Page 25 of the Polk County Plat Records) 20.00 ft along the most northern west boundary line of said Lot No. 1 same being the terminal right of way line of said Lama Street to the northwest corner of the herein described 0.0275 acre tract said point bears S 20° 55' 00" E 5.00 ft from a 3/8" iron rod found for the west common corner between said Lot No. 1 and Lot No. 21 Block No. 13 of said Section No. 1

Thence N 69° 05' 00" E 60.00 ft across and severing said Lot No. 1 to the northeast corner of the herein described 0.0275 acre tract located on the northeast line of said Lot No. 1 same being the southwest right of way line of Gazelle Road [a 50 ft wide street over and through said Impala Woods Subdivision] said point bears S 20° 55' 00" E 5.00 ft from a 3/8" iron rod found for the east common corner between said Lots No. 1 and No. 21


Thence S 20° 55' 00" E 20.00 ft along the northeast line of said Lot No. 1 same being the southwest right of way line of said Gazelle Road to the southeast corner of the herein described 0.0275 acre tract

Thence S 69° 05' 00" W 60.00 ft across and severing said Lot No. 1 to the place of beginning and containing within these bounds 0.0275 acre for sanitary sewer easement purposes as depicted on a plat prepared by James R. Lowe, R.P.L.S. No. 4751 Texas dated June 1998

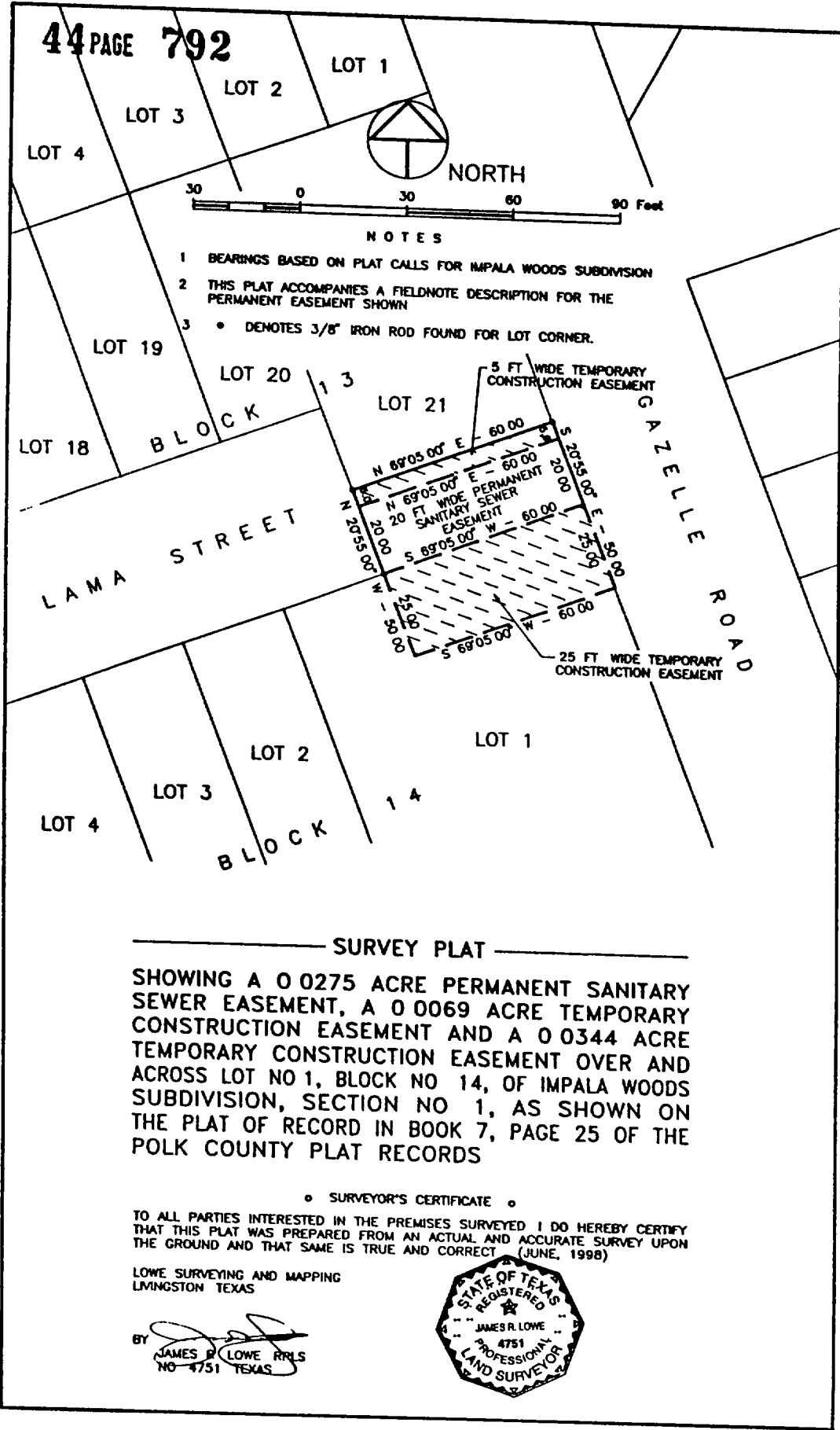
## o Surveyor's Certificate o

To all parties interested in title to the premises surveyed I do hereby certify that the above description was prepared from an actual and accurate survey upon the ground and that same is true and correct (June 1998)

Lowe Surveying & Mapping  
Livingston Texas

  
James R. Lowe, R.P.L.S.  
No. 4751, Texas





NOTES

- 1 BEARINGS BASED ON PLAT CALLS FOR IMPALA WOODS SUBDIVISION
- 2 THIS PLAT ACCOMPANIES A FIELDNOTE DESCRIPTION FOR THE PERMANENT EASEMENT SHOWN
- 3 • DENOTES 3/8" IRON ROD FOUND FOR LOT CORNER.


SURVEY PLAT

SHOWING A 0 0275 ACRE PERMANENT SANITARY SEWER EASEMENT, A 0 0069 ACRE TEMPORARY CONSTRUCTION EASEMENT AND A 0 0344 ACRE TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS LOT NO 1, BLOCK NO 14, OF IMPALA WOODS SUBDIVISION, SECTION NO 1, AS SHOWN ON THE PLAT OF RECORD IN BOOK 7, PAGE 25 OF THE POLK COUNTY PLAT RECORDS

SURVEYOR'S CERTIFICATE

TO ALL PARTIES INTERESTED IN THE PREMISES SURVEYED I DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT (JUNE, 1998)

LOWE SURVEYING AND MAPPING  
LIVINGSTON TEXAS

BY   
JAMES R. LOWE RPLS  
NO 4751 TEXAS



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY, TEXAS



98 AUG 21 PM 4 14

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK

**LIFTING OF COUNTY-WIDE BURN BAN**

Whereas, Polk County has received sufficient rainfall to safely lift the county wide mandatory burn ban Commissioners Court is asking all citizens to keep in mind that weather conditions can change rapidly and if they intend to do any outside burning that they please do so with the safety of lives and property in mind

BE IT THEREFORE PROCLAIMED that I, John P Thompson, County Judge of Polk County, do hereby lift the mandatory burn ban until further notice, and that the cooperation of all Polk County residents is greatly appreciated

IN WITNESS WHEREOF, I affix my signature the 18th day of August, 1998

*John P Thompson*  
John P Thompson, Polk County Judge

ATTEST

*Barbara Middleton By Dawn Clift*  
Barbara Middleton, County Clerk

08-21-98  
Date



*3/15/98*

POLK COUNTY - BUDGET AMENDMENT  
 REQUEST #98-15  
 REQUESTED 8/24/98  
 REQUESTED BY Shirleen Cowen Asst Auditor

	Increase	Decrease	Comments
015-369-100	8,921 56		Reimbursement from Shelter Cove Prop Assoc / R&B #1
015-621-339	8 921 56		Reimbursement from Shelter Cove Prop Assoc / R&B #1
015-369-100	229 90		Reimbursement from Shelter Cove Prop Assoc / R&B #1
015-621-338	229 90		Reimbursement from Shelter Cove Prop Assoc / R&B #1
015-621-337		500 00	Per Commissioner Slim Speights R&B #1
015-621-456		500 00	Per Commissioner Slim Speights R&B #1
015-369-300	1 000 00		Reimbursement from D Watson/ R&B #3
015-623-337	1 000 00		Reimbursement from D Watson/ R&B #3
015-369-300	200 00		Reimbursement from VFW/ R&B #3
015-623-337	200 00		Reimbursement from VFW/ R&B #3
015-623-423	500 00	500 00	Per Commissioner Buddy Purvis R&B #3
015-623-420	500 00		Per Commissioner Buddy Purvis R&B #3
015-623-105	9,445 10		Per Commissioner Buddy Purvis R&B #3
015-623-108	9,445 10		Per Commissioner Buddy Purvis R&B #3
015-624-339	650 00	650 00	per Commissioner Dick Hubert R&B #4
015-624-354	650 00		per Commissioner Dick Hubert R&B #4
032-595-377		6 000 00	per James Richardson Waste Management
032-595-490	3 000 00		per James Richardson Waste Management
032-595-572	3 000 00		per James Richardson Waste Management - For Upgrades
051-645-350		216 75	per Lezli Myers - Aging
051-645-344	100 00		per Lezli Myers - Aging
051-645-340	116 75		per Lezli Myers - Aging
092-370-200	272 588 47		per Auditor- Revenues from Oil & Gas Leases
092-699-400	137 055 81		per Auditor- Revenues from Oil & Gas Leases
092-699-489	135 532 66		per Auditor- Revenues from Oil & Gas Leases
010-342-085	4,410 00		per Auditor - from TCDP -On Site Sewer - Pixley Pmt
010-695-485	4 410 00		per Auditor - from TCDP -On Site Sewer - Pixley Pmt

010-401-352	Commissioner's Court Contingencies			
010-401-550	Capital Project 9-1-1 - Comm Court	1 800 00		
010-271-000	Fund Balance		1 800 00	
010-630-404	Indigent Care	153 000 00		
010-691-405	Autopsies			
010-630-411	Pauper and Lunacy	5 000 00		
010-409-572	Office Furnishing/Equipment		5 000 00	
010-409-331	Copy/Postage Machine Expense		8,500 00	

Per Judge Thompson	1 800 00	
Per Judge Thompson		
Per Judge Thompson - To Cover Indigent Care Bills	153 000 00	
Per Judge Thompson - To Cover Indigent Care Bills		
Per Judge Thompson - To Cover Pauper and Lunacy Bills	5 000 00	
Per Judge Thompson - To Cover Pauper and Lunacy Bills		
Per Judge Thompson - To cover Copy Machine Expenses	8 500 00	
Per Judge Thompson - To cover Copy Machine Expenses		

Difference due to increased/reimbursed revenues and expenditures

760 311 71      185 611 85

Data Approved: 5/25/98  
 Approved BY: *Robert P. Camp*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	11 760 57
015 ROAD & BRIDGE ADM	2 397 72
032 ENVIRONMENTAL SERVICES	1 175 00
051 AGING DEPT	316 30
093 CO CLERK RECORDS MGMT FUND	9 525 00
TOTAL OF ALL FUNDS	25 174 59

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

JOHN THOMPSON  
COUNTY JUDGE

*John W. Thompson*  
 \_\_\_\_\_  
 ADJUTANT CLERK





SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	60 00
TOTAL OF ALL FUNDS	60 00

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Handwritten Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION DISBURSEMENTS

091	PERMANENT SCHOOL FUND	7 001 30
092	AVAILABLE SCHOOL FUND ACCT	112 575 13

TOTAL OF ALL FUNDS		119 576 43
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THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

U H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE



ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	86,455.62
015 ROAD & BRIDGE ADM	27,709.81
028 POLK COUNTY HISTORICAL COMM	253.40
032 ENVIRONMENTAL SERVICES	8,543.05
048 DISTRICT ATTY SPECIAL FUND	380.63
051 AGING DEPT	5,989.44
101 ADULT SUPERVISION	16,543.89
104 DTP - CSR	223.25
108 CCP - SURVEILLANCE	764.44
109 SPECIALIZED CASELOAD CCP	818.63
184 JUVENILE PROBATION	2,195.29
185 CCAP - JUVENILE PROBATION	5,133.55
TOTAL OF ALL FUNDS	155,221.00

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

V H LAV

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





DATE 08/21/1978

ACCOUNT #	ACCOUNT NAME	DEBIT	CREDIT	VENDOR	REF#	PERIOD	DESCRIPTION	GELO10 PAGE	TIME
998 028-101-000	CASH IN BANK	10 00			0J2E2173	10	VOID CR#348	1	11 30 SC
998 028-661-334	OPERATING EXPENSE		10 00		0J2E2173	10	VOID CR#348	1	11 30 SC
998 028-101-000	CASH IN BANK	38 06			0J2E2174	10	VOID CR#350	1	11 30 SC
998 028-661-334	OPERATING EXPENSE		38 06		0J2E2174	10	VOID CR#350	1	11 30 SC
998 028-101-000	CASH IN BANK	10 00			0J2E2175	10	VOID CR#352	1	11 30 SC
998 028-661-334	OPERATING EXPENSE		10 00		0J2E2175	10	VOID CR#352	1	11 30 SC
### TOTALS		\$9 06	\$9 06						

*John P. Thompson*

ADDITIONAL

DATE 08/21/1998

ACCOUNT #	ACCOUNT NAME	DEBIT	CREDIT	VENDOR	REF#	PERIOD	DESCRIPTION	GELOIO PAGE	TIME
1998 012-101-300	CASH IN BANK - JP	6 754 04	6 754 04		09E2178	10	VOID CR#185	11 39 50	
1998 012-207-300	DUE TO JP #3				09E2178	10	VOID CR#186	11 39 50	
### TOTALS	?	6 754 04	6 754 04						

JOURNAL ENTRIES

*John P. Thompson*

ADDITIONAL



## Addendum List

8-25-98

	Cherokee Co. Clerk	\$ 1102 00	010-630-411
	Burke Center	\$ 62 00	010-630-411
R+B3	Hughes Oil Co	\$ 484.06	015-623-330
R+B3	Armor Research	\$ 982 89	015-623 337
R+B3	Andersen Hardware	\$ 41 40	015-623 337
R+B3	GSC Surplus Property	\$ 362 20	015-623 337
R+B3	Reinhardt Auto Parts	\$ 59 49	015-623 337
R+B2	Onalaska Tire	\$ 620.24	015-622-354
2+B2	Bobby Smith	\$ 10 00	015-622-456
R+B2	Mustang Tractor	\$ 30 80	015-622 456
R+B2	M & M Auto Supply	\$ 277 56	015-622-456
R+B2	Bayou City Ford	\$ 73 28	015-622 456
2+B2	Burton Auto	\$ 35 91	015-622-456
R+B2	Danny's Welding	\$ 50.00	015-622-456
R+B1	Slim Speights	\$ 20 96	015-621-456
R+B1	Mustang Tractor	\$ 361 64	015-621-456
R+B1	Thomas Supply	\$ 218 40	015-621 338
R+B4	Myers Tire Supply	\$ 19 47	015-624-354
R+B4	Galloway's Exxon	\$ 64 50	015-624 354
Aging	Sysco	\$ 712 66	
General	Sharp Electronics	\$ 665.06	010 409 331
General	Sanwa Leasing Corp	200 05	010 409 331
"	Pitney Bowes	738.56	" " "
	Bobby Pixley	4410 00	010 695 085
	Jay Barbee	85 00	030-595 456

## Indigent Care Bills 010-630 404

Angelina Diagnostic Radiology	\$ 1661 42
Brookshire's Pharmacy	\$ 6 63
Sarah Cheriyian, MD	\$ 523 00
Fernando Cuadra, MD	\$ 2159 75
Dialysis Laboratories	\$ 91 06
Falls Community Hospital	\$ 62 38
Raul Gutierrez, MD	\$ 85 43
JS Todd & Associates	\$ 155 33
Lakewood Family Practice	\$ 483 49
Livingston Emergency Dept	\$ 3389.10
Livingston Eye Center	\$ 60.95
Century IT Printing	\$ 73 65
Raymond Luna, MD	\$ 89 25
MC Cardiovascular Associates	\$ 456.57
Medical Rentals & Sales	\$ 7 50
Memorial Medical - Livingston	\$ 43,610 80
Memorial Medical - Lutkin	\$ 12,033 07
Professional Pathology Labs	\$ 139 76
RAJ Associates	\$ 108 57
Terry Robbins, MD	\$ 350 00
RTC Livingston	\$ 1684 41
Script Care, Inc	\$ 4572.89
Donald Shepherd, MD	\$ 1072 55

John P. Thompson

Total

\$ 84,565 69

DATE. AUGUST 12, 1998 THROUGH AUGUST 25, 1998

NO.	EMPLOYEE NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	CHRISTE ELISON	WASTE MGT	#803 LANDFILL CLERK	REGULAR FULL TIME	10/1 \$15,724.33	DISMISSAL EFFECTIVE 8/1/98
(2)	GERALDINE WALTERS	DISTRICT CLERK	#802 OFFICE MANAGER	REGULAR FULL TIME	14/2 \$19,821.81	RETIRED TRANSFERRED TO LABOR POOL (102 SEC) 8/1/98 (\$7.18) EFFECTIVE 7-19-98 8/8/98
(3)	DANA D HOLST	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	16/1 \$21,122.56	NEW HIRE EFFECTIVE 8/1/98
(4)	AMANDA GAIL SMITH	ROAD & BRIDGE #4	#102 SECRETARY	REGULAR FULL TIME	9/1 \$14,582.75	RESIGNED EFFECTIVE 08/14/98
(5)	BRENDA DAVISON	R & B #4 & JP #4	#102 SECRETARY	REGULAR FULL TIME	9/1 \$14,582.75	RE-HIRE EFFECTIVE 08/19/98 (REVISED PAY)
(6)	WILLIAM H LAW	AUDITORS DEPT	#901 COUNTY AUDITOR	APPOINTED	UNCLASSIFIED \$32,000.00	NEW HIRE EFFECTIVE 8/10/98
(7)	DEBORAH ALLEN	TAX	#105 DEPUTY CLERK	REGULAR FULL TIME	10/5 \$17,359.48	MERIT INCREASE TO 10/6 @ \$17,785.06 EFFECTIVE 08/02/98
(8)	MADELYN CLEVELAND	TAX	#105 DEPUTY CLERK	REGULAR FULL TIME	10/6 \$17,785.06	MERIT INCREASE TO 10/7 @ \$18,233.05 EFFECTIVE 09/02/98
(9)	NBA IV	TAX	#802 OFFICE MANAGER	REGULAR FULL TIME	14/1 \$19,151.42	MERIT INCREASE TO 14/2 @ \$19,621.81 EFFECTIVE 8/2/98
(10)	LESLIE BURNS	TAX	#104 CHIEF DEPUTY	REGULAR FULL TIME	15/1 \$20,114.59	MERIT INCREASE TO 15/2 @ \$20,607.36 EFFECTIVE 08/02/98
(11)	CHARLENE PALMNER	PERSONNEL	#102 SECRETARY	LABOR POOL	9/1/1 \$7.19	TRANSFER TO WASTE MGT TO #803-LANDFILL CLERK 10/1 \$15,724.33 EFFECTIVE 08/19/98
(12)	KENNETH R MONTGOMERY	JAIL	#1095 CORRECTIONS OFFICER	REGULAR FULL TIME	12/1 \$17,359.48	NEW HIRE EFFECTIVE 08/27/98 (ADDITIONAL)
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						



**RESOLUTION  
AMENDING AUTHORIZED REPRESENTATIVES**

WHEREAS, Polk County

("Participant") is local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds, and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal liquidity, and yield consistent with the Public Funds Investment Act, and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows

A That the individuals whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds

B That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool account or (2) is no longer employed by the Participant, and

C That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant These individuals will be issued PIN numbers

1 Name Nola Reneau Title County Treasurer

Signature Nola Reneau Direct Phone Number (409) 327-6816

2 Name Dianne Bass Title Chief Deputy Treasurer

Signature Dianne Bass Direct Phone Number (409) 327-6816

3 Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Direct Phone Number \_\_\_\_\_

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Nola Reneau

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information This limited representative cannot make deposits or withdrawals If the Participant desires to designate a representative with inquiry rights only, complete the following information

4 Name William H. Law Title County Auditor

B That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 25th day August, 19 98

NAME OF PARTICIPANT Polk County

BY John P Thompson  
Signature

John P Thompson  
Printed Name

County Judge, Polk County, Texas  
Title

ATTEST Barbara Middleton / by Clerk  
Signature

Barbara Middleton  
Printed Name

County Clerk  
Title

OFFICIAL SEAL



COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM  
BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF TEXAS  
AND  
POLK COUNTY, TEXAS

**1 INTRODUCTION & PURPOSE**

The Office of the Attorney General (OAG) and the County of Polk (County) hereby enter into an agreement to reimburse County for processing child support payments sent to the County as part of the Title IV, Part D of the federal Social Security Act (Title IV-D) child support enforcement program. The purpose of this Agreement is to provide the Polk County child support registry with a mechanism for supporting and improving the IV-D child support case services provided by the County. This Agreement is entered into under the authority of Texas Family Code Section 231.002.

**2 SPECIFICATIONS**

**2.1 County Responsibilities**

County shall ensure all procedural and technical activities are performed as required to provide reimbursable IV-D services to county child support recipients. County shall perform the following duties:

**2.1.1 Daily Recording of the Receipt of Child Support Payments**

- 2.1.1.1** County shall record on its automated system all IV-D child support payments received from obligors. County shall develop and establish its own format for recording on the automated system.
- 2.1.1.2** County shall ensure that all IV-D child support payments will be recorded within two (2) working days from their receipt.
- 2.1.1.3** County shall ensure that every person who, as a part of their employment, receives, disburses, handles, or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of said funds.

- 2 1 1 4 County shall employ procedures to ensure security of funds and provide a copy of the security procedures upon signing this Agreement
- 2 1 1 5 County shall comply with the requirements identified in Attachment "A."
- 2 1 2 Deposit Procedures
  - 2 1 2 1 County shall ensure that all IV-D child support payments received will be deposited within two (2) working days of receipt of the funds into an OAG approved State Depository or a county account in which electronic funds transfer processes can be employed
  - 2 1 2 2 County shall notify the Office of Comptroller of Public Accounts, or other OAG designated entity, of the amount of the deposit on the same day that the deposit is made
- 2 1 3 Electronic Transmittal Procedures
  - 2 1 3 1 County shall produce and submit a Daily Child Support Payment Received Report to the OAG This report shall contain all IV-D child support payments deposited that day If no support payments have been deposited, OAG shall be notified that no deposits have been made that day The Daily Child Support Payment Received Report shall list the individual accounts and amounts in which IV-D payments should be applied the total number of IV-D payments received and the total dollar amount of the payments This information should be sent electronically and in a format specified by OAG OAG shall provide the computer file specifications and format (Attachment "B") to enable the County to provide the information in the manner required by the OAG for processing Attachment 'B' lists the OAG's current file specifications however if these specifications change during the term of the contract, replacement specifications will be forwarded to the County The County will be responsible for implementing the changes to the electronic file specifications when and as requested by the OAG
  - 2 1 3 2 In the event of a failed transmission or if an unprocessable file is produced County will correct the problem and retransmit

within three (3) working days of the failed transmission or production of an unprocessable file. In the event that the transmission of data cannot be completed within the three (3) working days, the County shall transmit by facsimile the hard copy Daily Child Support Payment Received Report to the OAG for processing.

2 1 3 3 County shall maintain back-up files for thirty (30) working days in the event that a file needs to be re-transmitted.

#### 2 1 4 Equipment

2 1 4 1 Any equipment provided by OAG, including but not limited to hardware and software, shall remain the property of the OAG and all titles and rights remain with the OAG. County shall designate a custodian for the equipment and respond to all OAG inventory and custodian verification requests within two (2) working days of receipt of the request.

2 1 4 2 Equipment provided to the County by OAG may only be used for IV-D functions.

2 1 4 3 County shall comply with all license agreements associated with OAG-provided software.

2 1 4 4 County shall not install any software upgrades or programs on the hardware provided by the OAG.

2 1 4 5 County shall maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. County shall report any loss, damage or theft of the equipment to the OAG within one (1) workday of discovery of same. County shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of, or the failure to exercise reasonable care for the equipment's safekeeping on the part of, the County, its agents or its contractors.

#### 2 1 5 Reimbursement

County shall request reimbursement from the OAG in accordance with Section 3 3 of this contract.

**2 1 6 Annual Verification of Support**

County shall submit to the OAG an annual letter signed by the County Judge and the District Clerk verifying that funds received under this Agreement are used to support and improve the County's IV-D Child Support case services

**2 2 OAG Responsibilities**

**2 2 1 Deposit Procedures**

OAG shall provide County with training to County staff as deemed necessary by the OAG to facilitate the preparation and completion of the daily deposit of IV-D payments

**2 2 2 Electronic Transmittal Procedures**

OAG shall provide the County with technical analysis and other forms of technical assistance as appropriate to effect agreed-upon automated system interfaces, data, and fund transmission capabilities

**2 2 3 Equipment**

**2 2 3 1** OAG shall provide the County with equipment (including but not limited to a personal computer, peripheral devices, software, and installation of and direct payment of recurring charges for phone lines) necessary to electronically transmit the daily reports to the OAG, if the OAG determines that the County does not already have appropriate equipment to perform the required daily electronic report. Any OAG provided equipment will be maintained by the OAG and may also be used to support future automation relating to the IV-D program. Should the OAG find that it is more expedient to allow the County to install and pay the recurring charges for phone lines, County may do so upon the execution of an amendment to the contract amending section 2 2 5 to make the OAG financially liable for the cost of installation and the recurring charges. Except as may otherwise be provided in the amendment said phone lines may only be used for IV-D functions

**2 2 3 2** OAG shall have all reasonable rights of access to any equipment provided to County by the OAG during the County's normal business hours (8 00 am through 5 00 pm)

**2 2 4 Reimbursement**

OAG shall reimburse the County in accordance with Section 3 3 of this contract

**2 2 5 OAG Liability**

**2 2 5 1** OAG shall be financially liable to County for the federal share of the County's contract-associated costs which costs do not include phone lines Phone lines are provided for in Section 2 2 3 Federal share means the portion of the County's contract-associated costs that the federal Office of Child Support Enforcement reimburses the State as federal financial participation under Title IV-D For purpose of reference only, the federal share on the effective date of this Agreement is sixty-six percent (66%) County agrees that for the purposes of this Agreement, all of the County's contract-associated costs for any given calendar month is equal to the number of IV-D payments processed during the calendar month multiplied by a per-payment processing fee of \$1 64 Thus (Calendar Month IV-D Payments Processed) (\$1 64) (Federal Share) = OAG liability

**2 2 5 2** OAG's financial liability is subject to the limitations listed in Section 2 2 6

**2 2 5 3** County shall request reimbursement each month by submitting an invoice to the OAG on a form provided by the OAG Reimbursement shall be made upon receipt of the reimbursement request and OAG's acceptance of the services performed by the county Acceptance shall not be unreasonably withheld County shall submit the invoice to

Laurie Braaten, mail code 041  
Office of the Attorney General  
P O Box 12017  
Austin, Texas 78711-2017

**2 2 5 4** All funds, materials, property, personnel or services provided by the OAG, except as set forth in this contract, shall be used by the County exclusively in the performance of this Agreement to benefit the County's IV-D Child Support case services

2 2 5 5 The OAG shall be liable only for contract-associated costs incurred after commencement of this Agreement and before termination of this Agreement

2 2 6 Limitation of OAG Liability

2 2 6 1 The OAG is liable to the County for payment of the federal share of reimbursement to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount or any part of it is later disallowed by the federal government, the County official to whom payment was made shall return the amount disallowed to the OAG not later than the thirtieth (30th) day after the date on which notice to return the disallowed amount was given by the OAG

2 2 6 2 If County fails to comply with Section 2 1 1, 2 1 2, or 2 1 3 of this Agreement, the payments not recorded, not deposited or not reported shall not be eligible for reimbursement under section 2 2 5 1

2 3 Agreement Period

This Agreement is effective on the date that the OAG successfully processes in a production environment, on TXCSES, an electronically transmitted file of the Daily Child Support Payment Received Report and shall terminate on August 31, 1999, unless terminated earlier by provisions of this Agreement. OAG shall notify the County in writing of the successful processing date, on the first OAG business day following the successful processing date

3 GENERAL REQUIREMENTS

3 1 Written Notice Delivery

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified

3 1 1 County

The address of the County for all purposes under this Agreement and for all notices hereunder shall be

The Honorable Nell Lowe (or her successor in office)  
District Clerk Polk County  
101 Church Street West  
Livingston, Texas 77351

3 1 2 OAG

The address of the OAG for all purposes under this Agreement and for all notices hereunder shall be

David Vela (or his successor in office)  
IV-D Director, Child Support Division  
Office of the Attorney General  
P O Box 12017  
Austin, Texas 78711-2017

With copies to

Charla J Long (or her successor in office)  
Deputy General Counsel, Child Support Division  
Office of the Attorney General  
P O Box 12017  
Austin, Texas 78711-2017

3 2 Liaison

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Agreement. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

**3 3 Reimbursement Request**

3 3 1 County shall bill the OAG in calendar month increments during the term of this contract. All services provided during the calendar month must be included on the billing. Each invoice presented must identify the services provided and the date. The OAG shall provide forms to enable County to provide documentation and information in a format required by the OAG. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

3 3 2 County shall keep all records to substantiate the County billing.

**3 4 Inspections, Monitoring and Audits**

The OAG may monitor and conduct fiscal and/or program audits of County program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents and records of the County pertinent to this Agreement. The County books, documents, and records may be inspected, monitored, evaluated, audited or copied. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of their availability.

**4 TERMS AND CONDITIONS****4 1 Termination**

Either party to this Agreement shall have the right to terminate this Agreement by notifying the other party in writing of such termination and the proposed date of the termination no later than five (5) days prior to the effective date of such termination.

**4 2 Record Retention**

The County shall maintain and retain for a period of three (3) years after the submission of the final reimbursement billing report, or until full and final resolution of all audit or litigation matters that arise before the expiration of the three (3) year period after the submission of the final reimbursement billing report, whichever time period is longer, such records as are necessary to disclose fully the extent of services provided under this Agreement, including, but not limited to, records that will show the basis of the allowable charges and payments made.



**4 3 Civil Rights**

County agrees that no person shall, on the ground of race color religion sex national origin, age disability political affiliation or religious belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with, any program or activity funded in whole or in part with funds provided by this Agreement County shall comply with Title VI of the Civil Rights Act of 1964 Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C F R Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor "

**4 4 Immigration Reform and Control Act of 1986**

County shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat 3359, by verifying the identity and authorization to work in the United States of its employees assigned to this Agreement at any time during the term of this Agreement

**4 5 Environmental Protection**

County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U S C Section 7401 *et seq*) and the Federal Water Pollution Control Act, as amended (33 U S C Section 1251 *et seq*)

**4 6 Certain Disclosures Concerning Lobbying**

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law County must submit the Certification Regarding Lobbying included with this Agreement (Attachment C) This certification certifies that the County will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U S C Section 1352 It also certifies that the County will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award

by completing and submitting standard Form LLL

4 7 Compliance With Law

County shall perform its obligations hereunder in such a manner to ensure its compliance with law and to assure, with respect to County's performances, that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended

4 8 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify County of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder

4 9 Changes in the Law

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law

4 10 Amendments

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement

4 11 Entire Agreement

This instrument, consisting of eleven (11) pages and attachments A through C, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein

4 12 Venue

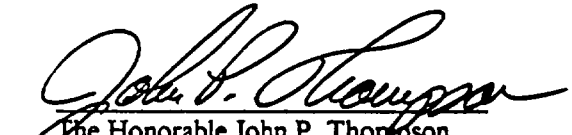
This contract shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought for any breach of this contract is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County Texas

**THIS AGREEMENT IS HEREBY ACCEPTED**

**OFFICE OF THE ATTORNEY  
GENERAL**

**POLK COUNTY**

\_\_\_\_\_  
David Vela  
IV-D Director, Child Support Division

  
The Honorable John P. Thompson  
County Judge, Polk County

\_\_\_\_\_  
Date

\_\_\_\_\_  
8/25/98  
Date

\_\_\_\_\_  
Jorge Vega  
First Assistant Attorney General

\_\_\_\_\_  
Date

**OFFICE OF ATTORNEY GENERAL (OAG)  
IV-D PAYMENT PROCESSING STANDARDS**

- (1) IV-D child support payments once received shall be recorded and deposited within two working days Texas Family Code 154 241/OAG Contract Requirement
- (2) Employees handling payments shall be bonded CFR 302 19
- (3) Cash handling and accounting functions must be separated CFR 302 20/OAG Money Handling Standards/OCSE-IM-89-05
- (4) A daily payment log must be created for all IV-D payments OAG Money Handling Standards
- (5) All IV-D payments must be restrictively endorsed and deposited into a local interest bearing account (Treasury or County account) IV-D payments must be transmitted via electronic fund transfer to the OAG account daily OAG Contract Requirement
- (6) IV-D payment and payor account data must be transmitted electronically daily to the OAG for processing OAG Contract Requirement
- (7) A daily reconciliation of IV-D payment system entries must be performed to cash and negotiable instruments before deposit OAG Contract Requirement
- (8) The person making the daily deposit of IV-D payments must be escorted to the local depository OCSE-IM-89-05/OAG Money Handling Standards
- (9) The total listed on the daily payment log must match the total listed on the daily deposit slip OAG Money Handling Standards/OCSE-IM-89-05
- (10) It is recommended that all payments not deposited should be kept overnight in a fireproof safe The county receipts should also be kept in this safe as well OCSE-IM-89-05/OAG Money Handling Standards
- (11) No unauthorized personnel should be allowed in the money handling area OAG Money Handling Standards

**ATTACHMENT A**

# DATA FILE TRANSFER SYSTEM

ATTACHMENT B

Revised 12/6/93

## An Electronic Approach to Processing Child Support Information

### Introduction to the Transfer System

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#### **What is it?**

The child support data file transfer system is simply a personal computer running special software. The software provides the ability for users to dial into this computer and send data concerning child support. The data can be child support collections information, payment delinquency information, or electronic funds transfer information.

#### **What does it do?**

The transfer system helps to eliminate the redundancy of work done by your office and the Office of the Attorney General (OAG). It reduces in-transit time for collections and paper work and simplifies the process of collecting child support by providing a quick and simple method for getting this data to the OAG.

#### **Where is it?**

The system is located in Austin at the OAG's Child Support Division. The system is currently available for use twenty four hours a day by county child support registries and employers remitting child support payments for their employees.

### How to Interface with the Transfer System

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#### **What type of computer do you need?**

The OAG currently uses IBM compatible computers. If you are using this type then problems will be fewer and setup will be easier. The OAG can provide you with utilities and batch files that make this interface very simple.

The transfer system uses a standard 9600 baud modem. Modems of this type are inexpensive and easily connected to almost any type of computer. This means that almost any type of computer may be used, however, many types of IBM compatible software make portions of the interface process much easier to accomplish.

The transfer system uses the Xmodem/checksum protocol for file transfer. This is a very widely used protocol in most off the shelf communications programs. The transfer system has the ability to use special features of Procomm Plus 2.0. Using an IBM compatible computer and Procomm software will help to further automate the file transfer process.

The system uses file compression to reduce the data transfer time and guarantee integrity of information. The program that is used for this is PKZIP. This is easily obtained for an IBM compatible but may not be available for other types of systems.

When a file is sent to the transfer system it is named the current date (e.g. 042392.ZIP). The naming process can be done manually, however, if an IBM compatible computer is used, then the OAG can provide a program and batch file to automate the naming of the file.

### How Data Is Gathered for the Transfer System

#### What data should be sent?

Collections data that is sent to the transfer system may contain the following information:

- Attorney General Case Number,
- Non Custodial Parent Name,
- Custodial Parent Name,
- Collections Amount,
- Cause Number,
- Account Number,
- Social Security Numbers,
- Payment date,
- Medical Insurance Flag,
- Employment Terminated Flag,
- Sender identifier,
- Total dollar amount in the file

**How is the data formatted?**

Data is sent in a comma separated value format. This type of format is supported by most programming languages and some spreadsheets.

The actual data file that is sent to the transfer system is a list of transactions and then a footer with a balance of all the transactions.

Here is a 2 record file example:

```
0201201232 Sparks,Steve,Nesbitt,Carolyn,500 00 3023949343 123456789 454321120 232951890,051092 ,,255
4939483847,Bellamy,Mike Anderson,Judy 100 00 3232123212 098765432 98943890 876236780 051092 ,255
FOOTER,600 00
```

**How is a file easily prepared?**

The above type of file can be prepared using a spreadsheet program that supports CSV (comma separated value) files. Currently Microsoft Excel supports this format. You can setup a spreadsheet, enter the data elements, save the file, then transfer it to the transfer system.

It is possible to program an application or modify a current system for this data file. If you choose to send data to the OAG through the transfer system, you will be provided with more information on the exact format and how to set up the file.

**Further Information About the Transfer System**

If you are interested in using the transfer system, please call the OAG's Child Support Division in Austin. We can provide you with additional information concerning interface and file requirements. Call (512) 460-6224 and ask for Mike Bellamy.



Office of the Attorney General  
Child Support Collections File Definition - Counties

**File Format**

The child support payment file is in a comma separated value (CSV) format. This format requires that commas separate all fields. Commas and quotation marks should not be used in any of the actual data. This includes commas separating "Jr" from a first name and quotation marks around a nickname.

The file will be filled with COLLECTION RECORDS followed by one FOOTER RECORD. Each record will be terminated with a carriage return and linefeed sequence to separate each record.

**Collection Record Definition**

Below is a list of information fields available within a child support COLLECTION RECORD

FIELD TYPE	DATA TYPE	FIELD NAME	FIELD LENGTH	FIELD DEFINITION
C	AN	AG CASE NUMBER	10	Attorney General Case # Must = 10 CHARACTERS
R	A	NCP LAST NAME	16	NCP = Non-Custodial parent (payor)
R	A	NCP FIRST NAME	15	
C	A	CP LAST NAME	16	CP = Custodial parent (payee)
C	A	CP FIRST NAME	15	
R	N	COLLECTIONS AMOUNT	8	Must be >0 include decimal
C	AN	CAUSE NUMBER	10	County cause # 1 to 10 characters
O	N	COUNTY ID NUMBER	9	Unique County payor ID# 1 to 9 characters
C	N	NCP SSN	9	Valid SSN should have 9 characters
O	N	CP SSN	9	Valid SSN should have 9 characters
R	D	PAYMENT DATE	6	Date payment received future dates invalid
O	A	MEDICAL INSURANCE FLAG	1	"Y" or "N" shows availability of medical insurance
O	A	EMPLOYMENT TERMINATED FLAG	1	"Y" indicates employment has been terminated
R	N	SENDER ID NUMBER	10	Identifies sender-provided by AG 3 10 characters

1

- Field Type "R"** - indicates a REQUIRED field. Missing or invalid data in any REQUIRED field will prevent the entire file from being processed.
- Field Type "C"** - indicates a CRITICAL field. The information in these fields (especially the AG CASE NUMBER) is critical to the automated processing of the record.
- Field Type "O"** - indicates an OPTIONAL field. If information relevant to these fields is available, it should be included in the record.
- SPECIAL NOTE** - The MEDICAL INSURANCE FLAG field and the EMPLOYMENT TERMINATED FLAG field are intended for use by employers sending collections files to the Attorney General. Counties should send no data in either of these fields.

ATTACHMENT B

Revised 6/16/93

Below are two examples of valid COLLECTIONS RECORDS

454321201 Cobb Ty Cobb,Diana,500 00 454532121 362738541 032993 ,,254  
 ,,Young,Cy Young,Violet,46 16 c87861d, 473869253,367920478,032993 ,,254

In the first record, the first two extra commas indicate that no information for CAUSE NUMBER or COUNTY ID NUMBER was sent the extra commas before the SENDER ID NUMBER (254) indicates the absence of a MEDICAL INSURANCE FLAG field and an EMPLOYMENT TERMINATION FLAG In the second record, the AG CASE NUMBER, the COUNTY ID NUMBER, the MEDICAL INSURANCE FLAG and the EMPLOYMENT TERMINATED FLAG were not sent The absence of data in these OPTIONAL and CRITICAL fields does not invalidate the record or the file. However the absence of the AG CASE NUMBER could result in the record having to be manually processed.

Below is an example of an invalid COLLECTIONS RECORD

3658493051 Paxman,Otto Paxman,Phyllis 00 00 c5723 397869684 385745647 , 031

This record is invalid because the COLLECTIONS AMOUNT field was not greater than zero also the PAYMENT DATE was not included. All REQUIRED fields must contain valid data or the file will not process.

#### Footer Record Definition

The FOOTER RECORD is used to provide the collections total as calculated by the customer The FOOTER RECORD appears after the COLLECTIONS RECORDS and is specified by the word FOOTER at the beginning of the record

FIELD TYPE	DATA TYPE	FIELD NAME	FIELD LENGTH	FIELD DEFINITION
R	A	FOOTER	6	Must contain the word "FOOTER"
R	N	COLLECTIONS TOTAL	11	Must include decimal, be >0 and = to sum of all collections in the file

**SPECIAL NOTES** Both FOOTER and COLLECTIONS TOTAL fields are required fields for a FOOTER and collections file

An "end-of-file" designator must be placed immediately after the last character in the FOOTER record.

#### Valid Collections File - Example

Below is a valid three record collections file example

4543211231 Jones Joe Jones,Flo 46 16 575748397 390326849,032993, 008  
 ,Dean,Jerome Earhardt,Amelia,200 00 c879548 456231482 032993 008  
 3459567241 Hubbard,Glenn,Hubbard,Glenda,100 00 cm306988 473213459 032993 008  
 FOOTER,346 16

CERTIFICATION REGARDING LOBBYING  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D  
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS

PERIOD September 1, 1997 to August 31, 1999

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D  
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE  
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Certification for Contracts, Grants Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

John P. Steyer  
Signature

8/25/98  
Date

Polk County, Texas  
Agency/Organization

ATTACHMENT C