



POLK COUNTY, TEXAS

COMMISSIONERS COURT AGENDA

for: TUESDAY - SEPTEMBER 7, 1999 - 10.00 a.m.

SPECIAL SESSION

CALL TO ORDER

- ✓ 1 HOLD PUBLIC HEARING ON 1999 TAX RATE FOR FY2000 (ANNOUNCING MEETING AT WHICH COURT WILL ADOPT RATE)
- ✓ 2 * SET SALARIES AND ALLOWANCES OF COUNTY & PRECINCT ELECTED OFFICIALS PAID WHOLLY FROM COUNTY FUNDS
- 3 RATIFY RENEWAL OF TITLE IV-D AGREEMENT WITH ATTORNEY GENERAL'S OFFICE FOR CHILD SUPPORT ENFORCEMENT PROGRAM
- ✓ 4 * CONSIDER ORDER ADOPTING OPTIONAL COUNTY VEHICLE REGISTRATION FEE (\$1 50) FOR CHILD SAFETY, AS AUTHORIZED BY TRANSPORTATION CODE, SEC 502 173
- ✓ 5 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE NEW PICK-UP TRUCK, PRECINCT 4
- ✓ 6 CONSIDER APPROVAL TO ADVERTISE FOR THE PURCHASE OF ONE (1) NEW MAINTAINER, WITH THE SALE OR TRADE-IN OF ONE (1) USED MAINTAINER, PRECINCT 4
- ✓ 7 CONSIDER APPROVAL OF PERMANENT ROAD EXPENDITURE, PRECINCT 4 (ONE MILE - NETTLES CEMETERY RD)

ADJOURN

Next regularly scheduled meeting - Regular Session - September 14, 1999, 10 00 a m

* SEE ATTACHED

FILED FOR RECORD

1999 SEP -3 PM 4:34

Barbara Middleton
COUNTY CLERK POLK CO.



VOL

45 PAGE 703

ADDENDUM TO
NOTICE OF MEETING # 88

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR SEPTEMBER 7, 1999 AT 10 00 A M

ADD,

- 8 Consider approval to renew agreement with Lawrence Title Service for the auction of abandoned vehicles held by the Sheriff's Department.

Posted on Friday, September 3, 1999

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, September 3, 1999 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, September 3, 1999

Barbara Middleton, County Clerk

By *Barbara Middleton*

STATE OF TEXAS }

DATE SEPTEMBER 7, 1999

COUNTY OF POLK }

"SPECIAL" CALLED MEETING
Commissioner Purvis - Absent

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 7th DAY OF SEPTEMBER, 1999
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL"
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, 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 WELCOMED & CALLED TO ORDER & BY JUDGE JOHN P THOMPSON
AT 10 00 A M
JUDGE THOMPSON DECLARED OPENING OF
"PUBLIC HEARING" ON 1999 TAX RATE FOR (FY2000)

**SCHEDULED MEETING FOR THE ADOPTION OF THE TAX RATE
SEPTEMBER 14, 1999 AT 10 00 A M**

PUBLIC COMMENTS.

RECEIVED FROM THE FOLLOWING CITIZENS, ELOISE BORIE,
CRAIG CROOM, LYNN CAMP & DON STAPLES

PUBLIC HEARING - DECLARED CLOSED AT 11.15 A.M.

- 2 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE
"ORDER" TO SET SALARIES AND ALLOWANCES OF COUNTY & PRECINCT
ELECTED OFFICIALS PAID WHOLLY FROM COUNTY FUNDS
ALL VOTING YES (SEE ATTACHED)
- 3 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO
RATIFY RENEWAL OF TITLE IV-D AGREEMENT WITH ATTORNEY
GENERAL'S OFFICE FOR CHILD SUPPORT ENFORCEMENT PROGRAM
ALL VOTING YES (SEE ATTACHED)

- 4 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVE "ORDER" ADOPTING OPTIONAL COUNTY VEHICLE REGISTRATION FEE (\$ 1 50) FOR CHILD SAFETY, AS AUTHORIZED BY TRANSPORTATION CODE, SEC 502 173
ALL VOTING YES (SEE ATTACHED)
- 5 MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SPEIGHTS APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE NEW PICK-UP TRUCK, PRECINCT #4
ALL VOTING YES
- 6 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS APPROVAL TO ADVERTISE FOR THE PURCHASE OF ONE (1) NEW MAINTAINED, WITH THE SALE OR TRADE-IN OF ONE (1) USED MAINTAINER, PRECINCT#4
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SPEIGHTS, APPROVE PERMANENT ROAD EXPENDITURE, PRECINCT #4,
(ONE MILE - NETTLES CEMETERY ROAD)
ALL VOTING YES
- 8 MOTIONED BY R R "Dick" HUBERT SECONDED BY BOBBY SMITH APPROVAL TO RENEW AGREEMENT WITH LAWRENCE TITLE SERVICE FOR THE AUCTION OF ABANDONED VEHICLES HELD BY THE SHERIFF'S DEPT
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO ADJOURN COURT THIS 7TH DAY OF SEPTEMBER 1999 AT 11 35 AM
ALL VOTING YES



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST


BARBARA MIDDLETON, COUNTY CLERK

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**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

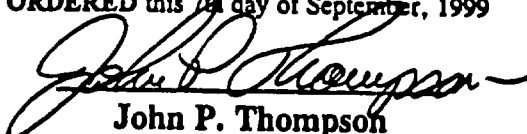
Setting salaries, personal expenses and allowances of Elected County and Precinct Officers

WHEREAS, On this 7th day of September, 1999 at 10 00 a m , The Commissioners Court of Polk County, Texas met in a properly called and posted meeting in the County Courthouse, with a quorum of the Court properly established and pursuant to statutory notice hereby sets the salaries, personal expenses and allowances of elected County and Precinct Officers who are paid wholly from County funds, as required under Local Government Code, Chapter 152, Section 152 011 through 152 013

WHEREAS, upon a motion duly made and seconded, this resolution setting the aforementioned compensations for the 2000 Budget year was passed unanimously and adopted as follows

<u>Officer</u>	<u>Annual Salary</u>	<u>Other</u>	<u>Longevity Pay</u>
John P Thompson, County Judge	\$ 38,708 91	\$10 431 04 (Personal vehicle allowance) 5,000 00 (Juvenile Board) (State Judicial Supp , based on fee revenue)	540 00
B E "Slim" Speights, Commissioner, Pct 1	33 574 00	9 040 23 (Personal vehicle allowance)	420 00
Bobby Smith Commissioner Pct 2	33,574 00	9 040 23 (Personal vehicle allowance)	780 00
James J "Buddy" Purvis Commissioner, Pct 3	33,574 00	9,040 23 (Personal vehicle allowance)	1,200 00
R R "Dick" Hubert, Commissioner, Pct.4	33,574 00	9,040 23 (Personal vehicle allowance)	540 00
Stephen Phillips, County Court at Law Judge	100 700 00(set by State Legislature)	5,000 00 (Juvenile Board)	780 00
Nell Lowe District Clerk	34 413 35		1,200 00
Billy Ray Nelson Sheriff	34,413 35		420 00
Marion A "Bid" Smith, Tax Assessor/Collector	34 413 35		780 00
Nola Reneau, County Treasurer	34,413 35		600 00
Barbara Middleton, County Clerk	34 413 35		780 00
Darrell Longino, Justice of the Peace, Pct 1	23 819 91	6,109 60 (Personal vehicle allowance)	60 00
David Johnson, Justice of the Peace, Pct 2	23,819 91	6,109 60 (Personal vehicle allowance)	360 00
Kenneth Parrish, Justice of the Peace, Pct 3	23 819 91	6,109 60 (Personal vehicle allowance)	660 00
Howard Lilley, Justice of the Peace, Pct 4	23 819 91	6,109 60 (Personal vehicle allowance)	780 00
Lewis Milner, Constable, Pct 1	2 460 00	1,000 00 (documented travel & equipment)	60 00
Bill Cunningham Constable, Pct 2	2 460 00	1 000 00 (documented travel & equipment)	0 00
Ray Myers, Constable, Pct 3	2 460 00	1,000 00 (documented travel & equipment)	420 00
Marvin Taylor, Constable, Pct 4	2,460 00	1,000 00 (documented travel & equipment)	420 00

ORDERED this 7th day of September, 1999


John P. Thompson

County Judge, Polk County, Texas

Attest,


Barbara Middleton, County Clerk

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 a contract 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 Contract 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 Contract 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 that it receives. County shall develop and establish its own format for recording on the automated system.
- 2.1.1.2 County shall record all IV-D child support payments within two (2) County working days from their receipt.
- 2.1.1.3 County shall not allow any person who, as a part of their employment, receives, disburses, handles, or has access to funds collected pursuant to this Contract to 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 Contract

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 deposit all IV-D child support payments received within two (2) County 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 entity designated by the OAG 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 or its designee. This report shall contain all IV-D child support payments deposited that day. If no support payments have been deposited the County shall notify the OAG or its designee 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 shall 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 electronic file is produced, County shall correct the problem and retransmit within one (1) working day of the failed transmission or production of an unprocessable file. In the event that the transmission of data cannot be completed within one (1) working day, the County shall notify and transmit to the OAG or its designee a facsimile of the hard copy Daily Child Support Payment Received Report.
- 2 1 3 3 County shall maintain back-up electronic 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 the OAG under this Contract (including but not limited to personal computers, hardware, peripheral devices, and software) shall remain the property of the OAG and all titles and rights remain with the OAG. Prior to installation of OAG equipment, County shall verify the asset information listed on the OAG Interdepartmental Equipment Transfer (IDET) form (Attachment D) provide the OAG with the physical address and actual location of each piece of OAG provided equipment, and acknowledge the County's receipt, as well as, fiduciary and pecuniary responsibility with their signature. Forms shall be returned, with original signature, to OAG liaison. 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. In the event that the physical address or actual location of any piece of equipment changes, the County agrees to provide the new physical address or new actual location to the OAG within five (5) working days.
- 2 1 4 2 County shall maintain a control system to insure 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. In the event of missing property the County property management liaison shall make every attempt to

locate the item. If the missing item is not found within one (1) business day and there is suspicion of theft, the County shall notify the local police department immediately. The County shall forward to the OAG liaison a Lost or Stolen Property Report (Attachment E) and a copy of the police incident report.

2 1 4 3 Equipment provided to the County by the OAG under this Contract may only be used for the processing of IV-D child support payments under this contract, unless otherwise agreed to, in writing, by the OAG. The OAG, in its sole discretion, may require that the equipment also be used in support of other Title IV-D child support projects.

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

2 1 4 5 County shall not install any software upgrades or programs on any hardware provided by the OAG.

2 1 4 6 County shall verify the quarterly inventory reports provided as stated in Section 2 2 3 and timely return the verified reports to OAG liaison.

2 1 4 7 OAG shall have all reasonable rights of access to the equipment provided by OAG during the County's normal business hours (8 00 am through 5 00 pm).

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 Contract are used to support and improve the County's IV-D Child Support case services.

2 1 7 Compliance with OAG Procedures

County shall follow OAG procedures for reporting and transmitting payment information and for money handling and deposit processing.

2 2 OAG Responsibilities**2 2 1 Deposit Procedures**

OAG shall provide County with training for 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, hardware, peripheral devices, and software,) 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 Prior to installation of such equipment, OAG will provide County with the asset information listed on the OAG IDET form (Attachment D) OAG will provide, through the OAG Property Manager on a quarterly basis, a listing of all OAG inventoried equipment purchased and installed for County

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 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 Contract is sixty-six percent (66%) County agrees that for the purposes of this Contract 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

Kim Houston Clark, mail code 058-4
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 Contract to benefit the County's IV-D Child Support case services Monies received pursuant to the processing of IV-D payments represent reimbursement based on a federally approved flat rate fee per IV-D payment processed by the County, no documentation is required by the County to substantiate the flat rate fee

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

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 Contract, the payments not recorded, not deposited or not reported in accordance with the requirements of those sections, shall not be eligible for reimbursement under section 2 2 5 1.
- 2 2 6 3** The OAG may collect from County any funds paid by the State of Texas resulting from County error due to incorrect reporting or preparation of the local IV-D deposit and may also collect from County the amount of any unfunded disbursement caused by County error. These funds may be deducted from any amount due County under Section 2 2 5 1.

2 3 Contract Period

This Contract shall commence on September 1, 1999, and shall terminate on August 31, 2001, unless terminated earlier by provisions of this Contract.

3 GENERAL REQUIREMENTS**3 1 Written Notice Delivery**

Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given 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 Contract 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 Contract and for all notices hereunder shall be

Howard G Baldwin, Jr (or his successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P O Box 12017
Austin, Texas 78711-2017

With copies to

Kathy Shafer (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 Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract 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 Contract 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 Contract. 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 Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and 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 Contract shall have the right to terminate this Contract 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 Contract, 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 Contract 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 Contract at any time during the term of this Contract

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 Contract (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 Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law

4 10 Amendments

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

4 11 Entire Contract

This instrument constitutes the entire Contract 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 Headings

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting

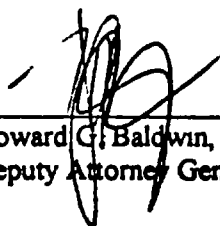
4 13 Venue

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

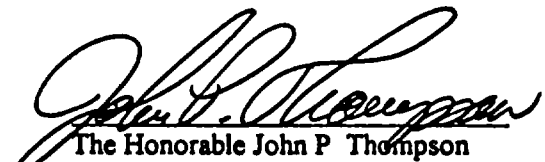
THIS CONTRACT IS HEREBY ACCEPTED.

OFFICE OF THE ATTORNEY GENERAL

POLK COUNTY



Howard G. Baldwin, Jr
Deputy Attorney General for Child Support



The Honorable John P. Thompson
County Judge, Polk County

AGREEMENT FOR TITLE IV-D PROGRAM
Between
The Office of the Attorney General
of the State of Texas
And
Polk County, Texas

Contract No 00-02866

1 INTRODUCTION

The Office of the Attorney General (OAG) and the County of Polk enter into an agreement to reimburse County for services provided to the Title IV, Part D of the federal Social Security Act (Title IV-D) child support enforcement program. Said services provided by the County are enumerated in Title 5 (The Parent-Child Relationship and the Suit Affecting the Parent-Child Relationship) Texas Family Code. This Agreement is entered into under the authority of Section 231.002 of the Texas Family Code.

2 SPECIFICATIONS

2.1 Agreement Period

This Agreement shall commence on September 1, 1999, and shall terminate on August 31, 2001, unless terminated earlier by provisions of this Agreement.

2.2 Written Notice Delivery

Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given 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.

2.2.1 County

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

The Honorable John P. Thompson (or his successor in office)
County Judge Polk County
101 Church Street West
Livingston, Texas 77351

2 2 2 OAG

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

Howard G. Baldwin, Jr. (or his successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P O Box 12017
Austin, Texas 78711-2017

With copies to

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

2 3 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.

2 4 County Responsibilities By and Through the District Clerk

2 4 1 County shall support the District Clerk in performing the following duties as provided by state law regarding the filing, issuance and service of process in actions filed in conjunction with a statewide program of child support enforcement pursuant to Title IV-D.

2 4 2 County shall provide services as may be necessary to fulfill its obligations pursuant to Subsection 2 4 1 of this section including, but not limited to, the following enumerated services:

2 4 2 1 Filing and processing actions in suits affecting the parent-child relationship under Title 5, Texas Family Code, including a suit to establish paternity or support, a motion to enforce or modify a decree, a notice of writ of withholding, and in a suit under Chapter 159 of the Texas Family Code,

- 2 4 2 2 The issuance and service of process, including service of process in actions pursuant to Chapter 232 of the Texas Family Code
- 2 4 2 3 The issuance and delivery of writs, orders, and subpoenas as specified in Section 231 202 of the Texas Family Code,
- 2 4 2 4 The filing and processing transfer cases under Sections 110 005 and 110 002 of the Texas Family Code, and
- 2 4 2 5 The issuance of orders and writs of income withholding as provided by Chapter 158 of the Texas Family Code

2 4 3 Credits

In instances when the county recovers direct payments from child support obligors ("credits") for services rendered in Title IV-D child support cases and for which the County has received payment, then County shall credit such amounts to the OAG on the "IV-D Child Support Court Cost Processing Form" for the month when the recovery from the obligor was received. All such credits shall be described and documented as reasonably required by the OAG. The County shall subtract the credits from the total monthly charges for services prior to multiplying the charges by the applicable reimbursement rate as described in Section 2 5

2 4 3 1 If the County's recovery of credits exceeds the total monthly charges for services for which the OAG will be liable, the OAG may offset the amount of the excess credits against future claims submitted by County within the same fiscal year. The term "fiscal year" refers to the State fiscal year, which begins on September 1st and ends on August 31st of each year.

2 4 3 2 County will credit sums recovered from obligors only for those charges for which the OAG is liable.

2 4 3 3 County will follow generally accepted accounting principles.

2 4 4 County shall refund to the OAG within thirty (30) calendar days any sum of money that has been paid to the County that the OAG determines to be an overpayment to County. The overpayment could result from a disallowance or failure of the OAG to receive federal funding or audit exceptions stemming from audits performed by the OAG or Department of Health and Human Services. OAG shall give the County timely notice of such exceptions. The OAG may also, at its option, deduct the amount of the excess payment from the amounts payable by the OAG for services performed pursuant to Chapter 231 Texas Family Code and billed to the OAG by County.

2 4 5 County shall insure that every person who as a part of their employment receives disbursements 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 5 OAG Responsibilities

2 5 1 The OAG shall be financially liable to County as set out in Section 2 5 1 1, subject to the limitations listed in Section 2 5 2 and further subject to the reduction of liability for credits as specified in Section 2 4 3 of this Agreement

2 5 1 1 The OAG shall be liable to County in an amount equal to the State-to-County reimbursement rate in effect at the actual time the duties are performed The term 'State-to-County reimbursement rate' shall mean that fractional proportion of allowable county expense items which will be reimbursed by the State This rate is equal to the fractional proportion (currently 66%) of allowable child support enforcement program charges which the federal Office of Child Support Enforcement pays to the State as federal financial participation (FFP) under Title IV-D multiplied by the total charges allowed under Section 231 202, Texas Family Code for services provided by the County These charges shall be no more than the actual costs incurred by the County in performing said services

2 5 1 2 The OAG will be liable to the County for the amount of the state share of fees and costs specified in Section 231 202 of the Texas Family Code if, and only if, there is an express and specific appropriation by the Texas Legislature to the OAG exclusively for that purpose The term 'state share' means that portion of allowable expenses for fees and other costs that remain unpaid after receipt of the federal share of reimbursement and that is to be reimbursed by the state or may be contributed by certified public expenditure by the County This section will not operate to create additional liability on behalf of the OAG until and unless appropriations that are in addition to those in effect on the beginning date of this Agreement are made

2 5 2 Limitation of OAG Liability

2 5 2 1 The OAG shall be liable for charges and fees becoming due after commencement of this Agreement and before termination of this Agreement

2 5 2 2 The OAG is liable only for charges incurred by the County for services and fees and charges described in Section 231 202 of the Texas Family Code

2 5 2 3 The OAG is not required to pay charges incurred for performance of services unless such charges are incurred and services rendered in accordance with the terms of this agreement

2 5 2 4 The OAG is liable to the County for payment of the federal share of reimbursement for fees and costs under Section 231.202 of the Texas Family Code, to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount is later disallowed by the federal government (or the federal share is not otherwise received) the County official to whom payment was made shall return the amount to the OAG not later than the thirtieth (30th) day after the date on which notice was given by the OAG

2 5 2 5 The OAG shall be liable only for the costs which are allowable according to the provisions of the federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments," and OMB Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments" both of which are published by the Executive Office of the President of the United States of America

2 6 Payment Processing Procedures

2 6 1 County shall bill the OAG each month for liabilities not previously billed by the County or credit the OAG each month for credits of the OAG which have accrued during the preceding thirty (30) days. County shall bill or credit the OAG for each calendar month separately. The OAG will provide forms to enable County to provide documentation and information in a format required by the OAG. During a calendar month when no liabilities or credits accrue, the County is not required to submit an invoice. County shall submit the invoice to

Kim Houston Clark, Mail Code 058-4
Office of the Attorney General
P O Box 12017
Austin, Texas 78711-2017

2 6 2 County shall keep all records to substantiate the County billing

2 6 3 The OAG shall review the billings within fifteen (15) calendar days after the date the OAG receives the billing and either

2 6 3 1 within twenty-one (21) calendar days of receiving the billing return it to the County for correction or to obtain further information or

2 6 3 2 process the billing for payment in accordance with state procedures for issuing state payments and the Texas Prompt Payment Act

2 6 4 The District Clerk, Sheriff, Constable and/or any designated county office holder shall submit to the OAG monthly vouchers, with accompanying processing forms attached

2 7 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 or HHS access without prior notice, to all books and records of the County pertinent to this agreement. The County 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.

3 TERMS AND CONDITIONS

3 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) business days prior to the effective date of such termination.

3 2 Record Retention

The County shall maintain and retain for a period of three (3) years after the submission of the final expenditure 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 expenditure 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. The provisions of this section shall be incorporated into any subcontract executed by the County.

3 3 Civil Rights

The 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 the 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 available under this contract. The County shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. §794), and the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. §12101). 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" The County shall ensure that all subcontracts comply with the above referenced provisions

3 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 County shall require compliance from any subcontractors

3 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 1251 *et seq*)

3 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 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 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

3 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

3 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.

3 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.

3 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.

3 11 Entire Agreement

This instrument constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.

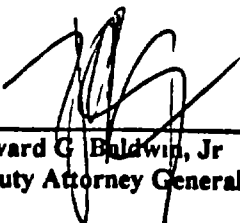
3 12 Venue


This Agreement 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 Agreement 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 WITH AN EFFECTIVE DATE OF SEPTEMBER 1, 1999

Office of the Attorney General

Polk County


Howard G. Baldwin, Jr.
Deputy Attorney General for Child Support


The Honorable John P. Thompson
County Judge

**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, 1999 to August 31, 2001

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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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. Thompson
Signature

8/24/99
Date

Polk County
Agency/Organization



**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

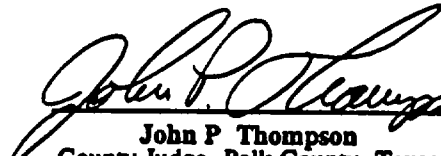
Imposing the Child Safety Fund Fee for vehicles registered in Polk County, as authorized under the provisions of Section 502 173 of the Transportation Code and Subsection (g) Article 102 014, Code of Criminal Procedure

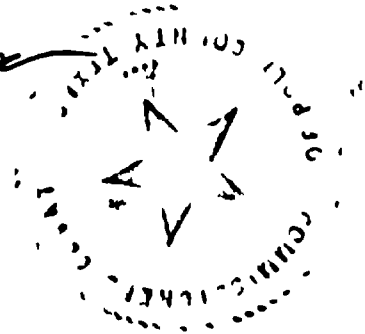
WHEREAS the aforementioned sections of the Transportation Code and the Code of Criminal Procedure authorize this Court to impose an extra vehicle registration fee not to exceed \$1 50 for the purpose of funding the Juvenile Probation Department of Polk County, and

WHEREAS, in a special session, properly posted, this Court unanimously approved the imposition of this fee,

NOW, THEREFORE, I, John P Thompson, County Judge of Polk County, do hereby affirm the action of the Commissioners Court on this date imposing the extra vehicle registration fee of One Dollar and Fifty Cents (\$1 50) for the Child Safety Fund, noting that this fee will first appear on February, 2000 vehicle registration renewals Further, I affirm that it is the intention of this Court to use said fee to provide funding for the Juvenile Probation Department of Polk County

ORDERED on this the 7th day of September, 1999


John P Thompson
County Judge, Polk County, Texas



Attest,


Barbara Middleton, County Clerk

LAWRENCE AUTO TITLE SERVICE, INC.
 P O Box 450 Taylor, TX 76574
 1-512-352-2788
 FAX 1-512-352-7154

AGREEMENT FOR AUCTION OF ABANDONED VEHICLES

THIS AGREEMENT is made this 7th day of September, 1999, by and between the County of Polk ("County") and Lawrence Auto Title Service, Inc ("Lawrence Auto Title"), a Texas corporation

WHEREAS, from time to time motor vehicles are abandoned throughout the County of Polk and

WHEREAS, Chapter TRC 683 of the Transportation Code, sets out certain mandatory procedures for the auction of abandoned motor vehicles to permit transfer to the purchaser of the vehicle free and clear of all liens and claims of ownership, and

WHEREAS, Lawrence Auto Title is willing to provide notification services and administer the auction of the abandoned motor vehicles in accordance with the provisions of the Act, in exchange for the payments hereinafter described,

NOW, THEREFORE, subject to the terms and conditions and in consideration of the mutual promises hereinafter stated, the "County" and Lawrence Auto Title agree as follows

1 Definitions

- (a) "Sheriff's Office" means the Sheriff or a Constable of any County
- (b) "Garagekeeper" means an owner or operator of a parking place or establishment, motor vehicle storage facility, or establishment for the servicing, repair or maintenance of a motor vehicle
- (c) "Abandoned Motor Vehicle" means (i) motor vehicle that is inoperable and more than eight years old and left unattended on public property for more than 48 hours, or a motor vehicle that has remained illegally on public property for a period of more than 48 hours, or a motor vehicle that has remained on private property without the consent of the owner or person in control of the property for more than 48 hours, or a motor vehicle left unattended on the right-of-way of a designated county, state, or federal highway within this state for more than 48 hours or for more than 12 hours on a turnpike project constructed and maintained by the Texas Turnpike Authority or (ii) a motor vehicle left for more than ten (10) days in a storage facility operated for commercial purposes after notice is given by registered or certified mail, return receipt requested to the owner and to any lien holder

of record under the Certificate of Title Act (Article 6687-1, Vernon's Texas Civil Statutes) to pick up the vehicle or for more than 10 days after a period when under a contract the vehicle was to remain on the premises of the storage facility, or a motor vehicle left for more than 10 days in a storage facility by someone other than the registered owner or by a person authorized to have possession of the motor vehicle under a contract of use, service, storage or repair

2 Duties of a Sheriff's Office

- (a) The Sheriff's Office shall furnish Lawrence Auto Title verification of registration records on all abandoned out of state vehicles
- (b) The Sheriff's Office shall furnish title and registration checks on all vehicles prior to auction by Lawrence Auto Title to maintain control and knowledge of stolen vehicles
- (c) The Sheriff's Office shall provide to Garagekeepers within the County a copy of the list below which sets out certain obligations the Sheriff's Office shall require a Garagekeeper to perform for Lawrence Auto Title, as follows
- (i) Garagekeeper shall notify Lawrence Auto Title of any abandoned vehicle at the place of business of the Garagekeeper;
- (ii) Lawrence Auto Title shall be paid from the proceeds of the auction for all notice and publication cost
- 1 \$ 75.00 (includes \$5 00 reporting fee) for Lawrence Auto Title to provide notice required to establish that motor vehicle has been abandoned, plus subsequent notice that the motor vehicle will be auctioned, OR
 - 2 \$ 65.00 (includes \$5 00 reporting fee) for notice of auction alone when Garagekeeper has determined through notification procedure that the motor vehicle is abandoned and so reports it to Lawrence Auto Title
- (iii) Lawrence Auto Title shall issue form DMV 71-2X to Garagekeeper if motor vehicle is over 8 years old and has no engine or is otherwise totally inoperable so that Garagekeeper may apply to Texas Department of Transportation for authority to dispose of the motor vehicle to a demolisher for the following fees,
- 1 \$ 55.00 (reporting fee not included) for Lawrence Auto Title to provide notice required to establish that motor vehicle as been abandoned, OR
 - 2 \$ 45.00 (reporting fee not included) when Garagekeeper has determined thru notification procedure that the motor vehicle has been abandoned and so reports it to Lawrence Auto Title

- (iv) Lawrence Auto Title acknowledges that the Garagekeeper may (i) set a required minimum bid for the auction not to exceed all the charges owed to Garagekeeper and Lawrence Auto Title against the vehicle, and (ii) bid on a vehicle at time of auction. Vehicles not sold at the public auction shall be considered sold to Garagekeeper.
- (d) For motor vehicles abandoned someplace other than at a Garagekeeper's facility, the Sheriff's Office shall notify Lawrence Auto Title within 24-hours after the Sheriff's Office has taken custody of such abandoned vehicle and shall provide such information as Lawrence Auto Title requires to perform its duty hereunder.
- (e) If the Sheriff's Office hires, employs or contracts with any party to tow, preserve and store an abandoned vehicle, the Sheriff's Office shall provide to Lawrence Auto Title the name, address and telephone number of the storage facility to contact so that Lawrence Auto Title can administer all of the procedures required by the Act.
- (f) The Sheriff's Office shall furnish Lawrence Auto Title with a supply of the required VTR 71-1. Lawrence Auto Title agrees to keep the Auction Sales Receipt Log suggested by the Texas Department of Transportation.

3 Duties of Lawrence Auto Title

- (a) Lawrence Auto Title shall provide such notice as is required by the Act to the last known registered owner of the motor vehicle and all lien holders of record, pursuant to TRC 683 of the Transportation Code.
- (b) If the vehicle is not reclaimed before or on the date stated in the notice as the last day to reclaim, Lawrence Auto Title shall sell the vehicle at a public auction, proper notice of the public auction shall be given and the Garagekeeper shall also be notified of the time and place of the auction, OR, Form DMV 71-2X shall be delivered to Garagekeeper.
- (c) Any remaining proceeds after reimbursement of expenses of the auction, the cost of towing and storage the vehicle, and all notice and publication cost shall be deposited in an escrow fund to be maintained for 90 days for the owner or lien holder to claim. Lawrence Auto Title shall retain 10% of the proceeds placed into this fund as compensation for administering such fund. After 90 days has expired the remaining proceeds in this account shall be forwarded to the Sheriff's Office.

4 Fees to Lawrence Auto Title

Lawrence Auto Title shall be paid for its notice and publication charges as specified in Section 2(c) (u) or (uu) of this Agreement as applicable, and for its administration of fund charges as specified in Section 3(c) of this Agreement. Lawrence Auto Title shall look to proceeds from the sales for all of the above payments and County shall not be liable therein

5 Term of Agreement

This Agreement shall commence on the 7th day of September 1999, and continue in force and effect unless terminated by either party for just cause upon 30 days written notice of intent to terminate

6 Liability

Lawrence Auto Title is an independent contractor and is not an employee or servant of the County. Lawrence Auto Title agrees to defend, indemnify and hold the County harmless from any and all suits, actions, damages, losses, claims, costs, penalties, liabilities and expenses, including but not limited to court costs and attorney's fees asserted against County, its employees or agents, arising from or incurred because of or with respect to the willful violation by Lawrence Auto Title, its employees or agents of the notification and auction procedures set forth in the Act, or negligence on the part of Lawrence Auto Title, its servants, agents and employees

7 Access to Records

The County is hereby granted access to review any books, accounts or records kept by Lawrence Auto Title pertaining to the performance of Lawrence Auto Title's duties under this Agreement

8 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

9 Assignment

This Agreement may not be assigned by either party

10 Binding Effect

Subject to the provisions of Section 9 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns

11 Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the matters covered hereby

12 Amendment

This Agreement may be amended only by an instrument in writing executed by the parties hereto

13 Captions

The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14 Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas

15. Counterparts

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in
Polk County, Texas, as of the date and year first above written.

LAWRENCE AUTO TITLE SERVICE, INC

By *Ken Lawrence*

Title President

COUNTY OF POLK

By *John P. Thompson*

John P Thompson

Title County Judge