



**POLK COUNTY COMMISSIONERS COURT**

**January 22, 2002**  
**10 00 A M**

Polk County Courthouse, 3rd floor  
 Livingston, Texas

**2002-006**

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed,

**Agenda topics**

- 1 CALL TO ORDER
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
  - A Proclamation honoring the 75<sup>th</sup> Anniversary of the Texas Extension Education Clubs
- 4 APPROVAL OF MINUTES OF THE MEETING OF January 8 2002 (Regular).
- 5 CONSIDER APPROVAL OF RESOLUTION FOR JUVENILE PROBATION APPLICATION FOR JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT
- 6 CONSIDER APPROVAL OF CONTRACT WITH MONTGOMERY COUNTY FOR JUVENILE SERVICES.
- 7 CONSIDER TERMINATION OF GSA CONTRACT FOR INDIGENT HEALTH CARE COMPUTER HARDWARE/SOFTWARE SERVICES
- 8 CONSIDER ISSUANCE OF TIME WARRANT FOR PURCHASE OF PCT 1 WHEEL EXCAVATOR IN AN AMOUNT NOT TO EXCEED \$163 200 00 AT AN INTEREST RATE OF NO MORE THAN 5 5% FOR A PERIOD NOT TO EXCEED 5 YEARS
- 9 CONSIDER APPROVING ORDER DECLARING SURPLUS PROPERTY
- 10 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF SURPLUS PROPERTY
- 11 CONSIDER APPROVAL OF UPDATED MASTER STREET ADDRESS GUIDE (MSAG).
- 12 CONSIDER APPROVAL OF BUDGET AMENDMENTS.
- 13 CONSIDER APPROVAL OF SCHEDULE OF BILLS
14. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

**EXECUTIVE SESSION**

DISCUSSION OF PERSONNEL MATTERS, AS AUTHORIZED UNDER GOV'T CODE, SUBCHAPTER D §§551 074

**RECONVENE OPEN SESSION**

- 15 CONSIDER ANY/ALL NECESSARY ACTION REGARDING THE COUNTY INDIGENT HEALTH CARE ADMINISTRATIVE SERVICES

ADJOURN

Posted January 16, 2002

Commissioners Court of Polk County Texas  
 By John P Thompson County Judge

I the undersigned County Clerk do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday January 16, 2002 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON COUNTY CLERK

Deputy

BARBARA MIDDLETON  
 COUNTY CLERK POLK CO.

2002 JAN 16 AM 9:50

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS  
 POLK COUNTY TEXAS



January 22, 2002  
10 00 A.M

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

**ADDENDUM to Posting # 2002-006**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for January 22, 2002 at 10 00 A M

**AMEND TO READ;**

- 12 CONSIDER APPROVAL OF BUDGET AMENDMENTS  
A JP I BUDGET AMENDMENT FOR ADDITIONAL PART TIME STAFF FUNDING.

**AMEND TO ADD,**

- 16 CONSIDER APPROVING RESOLUTION IMPLEMENTING A COMPREHENSIVE ACCIDENT PREVENTION PLAN IN AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES
- 17 AUTHORIZE EXPENDITURE UP TO \$50,000 00 FOR REPAIR/MAINTENANCE TO THE TEMPORARY COUNTY OFFICE BUILDING (OLD HOSPITAL)

Dated Friday, January 18, 2002


Commissioners Court of Polk County, Texas


By 

John P Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday January 18, 2002 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON, COUNTY CLERK

BY  Deputy

  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO  
2002 JAN 18 PM 4. 04  
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY TEXAS

STATE OF TEXAS }

DATE JANUARY 22, 2002

COUNTY OF POLK }

"REGULAR" MEETING  
Commissioner Purvis Absent**"COMMISSIONERS COURT"**  
POSTING #2002 - 006

BE IT REMEMBERED ON THIS THE 22nd DAY OF JANUARY, 2002  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

BOB WILLIS 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  
MADE, CONSIDERED & PASSED

- 1 WELCOME & CALLED TO ORDER BY JUDGE JOHN THOMPSON AT 10 00 A.M  
OPENING PRAYER WAS GIVEN BY JOHN McDOWELL
- 2 PUBLIC COMMENTS
  - A. ELDON MAYO OF BIG THICKET LAKE ESTATES THANKED COMMISSIONER HUBERT FOR THE ROAD REPAIRS DONE RECENTLY IN BIG THICKET, SINCE (REDISTRICTING) THE PRECINCT LINES HAVE PUT THAT SUBDIVISION IN PRECINCT #4
- 3 INFORMATIONAL REPORTS
  - A. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE "PROCLAMATION" HONORING 75<sup>th</sup> ANNIVERSARY OF THE TEXAS EXTENSION EDUCATION CLUBS  
ALL VOTING YES (SEE ATTACHED)
- 4 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVAL OF MINUTES FOR THE MEETING OF JANUARY 8, 2002 (REGULAR)  
ALL VOTING YES
- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO APPROVE "RESOLUTION" FOR JUVENILE PROBATION APPLICATION FOR JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT  
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVAL OF CONTRACT WITH MONTGOMERY COUNTY FOR JUVENILE DETENTION SERVICES.  
ALL VOTING YES (SEE ATTACHED)

- 7 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE TERMINATION OF GSA (GOVERNMENT SERVICES AUTOMATION) CONTRACT FOR INDIGENT HEALTH CARE COMPUTER HARDWARE AND SOFTWARE SERVICES  
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE ISSUANCE OF TIME WARRANT FOR PURCHASE OF PRECINCT #1 WHEEL EXCAVATOR, IN AN AMOUNT NOT TO EXCEED \$163,200 00, AT AN INTEREST RATE OF NO MORE THAN 5 5%, FOR A PERIOD NOT TO EXCEED (5) YEARS  
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE "ORDER" DECLARING SURPLUS PROPERTY, CONSISTING OF SPECIALIZED EQUIPMENT LEFT AT THE OLD HOSPITAL AND NO LONGER IN USE  
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF SURPLUS PROPERTY, AS LISTED IN THE ORDER ABOVE  
ALL VOTING YES
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF UPDATED MASTER STREET ADDRESS GUIDE (MSAG) AS SUBMITTED BY JOHN McDOWELL EMERGENCY MANAGMENT COORDINATOR  
ALL VOTING YES (SEE ATTACHED, CHANGES ONLY)
- 12 BUDGET AMENDMENTS
- (A) MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF BUDGET REVISIONS #2002-08A, AS SUBMITTED BY THE AUDITOR  
ALL VOTING YES (SEE ATTACHED)
- (B) MOTIONED BY BOB WILLIS TO APPROVE THE REQUEST OF J P PCT #1 FOR BUDGET AMENDMENT #2002-08 (PART TIME SALARIES)  
JUDGE THOMPSON CALLED FOR A SECOND TO THAT MOTION,  
JUDGE THOMPSON CALLED FOR A SECOND (SECOND TIME)  
JUDGE THOMPSON CALLED FOR A SECOND (THIRD TIME)  
MOTIONED DIED FOR A LACK OF A SECOND
- (C) MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO DENY THE REQUEST OF J P PCT#1, PART TIME SALARIES OF \$4348 49  
RECORDED VOTES AS FOLLOWS
- |                     |          |
|---------------------|----------|
| JUDGE THOMPSON      | YES      |
| COMMISSIONER WILLIS | NO       |
| COMMISSIONER SMITH  | YES      |
| COMMISSIONER PURVIS | (ABSENT) |
| COMMISSIONER HUBERT | YES      |

13 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF BILLS, BY SCHEDULES PLUS ADDENDUMS  
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
1 08 2002	\$ 2,361 00	371
1 08 2002	\$ 443 02	692 694
1 08 2002	\$ 21,403 01	166925 166944
1 08 2002	\$ 24,235 19	166945 166952
1 10 2002	\$ 17,183 21	166953 167068
1 10 2002	\$ 8,951 25	1000
1 14 2002	\$ 6,750 00	372
1 14 2002	\$ 111,298 06	167067 167071
1 15 2002	\$ 12,111 95	211
1 15 2002	\$ 294 80	487
1 15 2002	( 50 00)	Void Ck#164966
1 15 2002	( 174 00)	Void Ck#166576
1-15 2002	\$ 183,255 55	167072 - 167086
1 17 2002	\$ 117,864 92	167087 - 167242
1 17 2002	\$ 248,259 07	Electronic Transfer Salaries
1 17 2002	\$ 7,663 26	167243 167257
1 22 2002	\$ 6,804 59	Addendum

14 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF PERSONNEL ACTION FORMS OF REVISED LIST  
ALL VOTING YES (SEE ATTACHED)

15 (HOLD UNTIL AFTER EXECUTIVE SESSION)

16 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE "RESOLUTION" IMPLEMENTING A COMPREHENSIVE ACCIDENT PREVENTION PLAN IN AGREEMENT WITH TEXAS ASSOC OF COUNTIES  
ALL VOTING YES (SEE ATTACHED)

17 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO AUTHORIZE THE EXPENDITURE UP TO \$ 35,000 00 FOR REPAIR / MAINTENANCE TO THE TEMPORARY COUNTY OFFICE BUILDING (OLD HOSPITAL) BEFORE MOVING EMERGENCY MANAGEMENT, PERMIT DEPT, TEXAS RANGER & DPS  
ALL VOTING YES

**\*\*RECESS REGULAR SESSION AT 11:00 A.M (10 MINUTE BREAK)**

**EXECUTIVE SESSION - 11 10 A.M**

**\*\* Discussion of personnel matters, as authorized under Gov't Code,  
subchapter D, Section 551 074**

**EXECUTIVE SESSION - ENDED AT 11 21 A.M**

**15 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL TO  
RENEW CONTRACT WITH MEDICAL REVENUE SERVICES INC WITH AN  
ANNUAL AMOUNT OF \$ 48,000 00, FOR ADMINISTRATION OF THE COUNTY  
INDIGENT HEALTH CARE PROGRAM & SOCIAL SERVICES DEPT  
ALL VOTING YES (SEE ATTACHED)**

**18 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO  
ADJOURN COURT THIS 22<sup>nd</sup> DAY OF JANUARY 2002 AT 11 24 A M  
ALL VOTING YES**

  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST  
  
BARBARA MIDDLETON, COUNTY CLERK

Item #3



**PROCLAMATION**  
*Honoring the*  
**Texas Extension Education Clubs**  
**75<sup>th</sup> Anniversary**

**WHEREAS,** the Polk County Extension Education Association (formerly known as Home Demonstration & Extension Homemakers) and local clubs work with the Texas Cooperative Extension to strengthen and enrich families through educational programs, leadership development and community service and

**WHEREAS,** the Texas Extension Education Association Emblem is described as follows, "the outer circle represents the world we live in, inside the circle proudly displays the name of T.E.E.A., centered is the outline of our unique & beautiful State of Texas in the center an open book, denoting education, as one cannot learn from a closed book, the house in the panhandle represents home & family life, in the west, an open heart, as we open our hearts to all in the east an oak leaf representing strength, we gain strength through partnership with the Polk County Commissioners Court, Texas Cooperative Extension and the United States Department of Agriculture in the lower portion, two reaching hands, reaching out to those who need us" and

**WHEREAS,** Don Cessna, Polk County Extension Education County Chairman, and Thelma Hulette, Vice-President, and Mary Jane Cessna, Secretary-Treasurer give leadership to club officers of Good Neighbors Extension Education Club in Livingston, and Lilly Island Extension Education Club in Camden, and


**WHEREAS,** Opal Montalbano, Melena Burress, Delia Coogler Joe Roeder Mary Jane Cessna, Thelma Hulette, Jewell Darden, Charlene Green, Frankie Jackson and Maxine Johnson give leadership through education to improve family and community life for all families, reaching across ethnic, age, cultural lines, and including those members with disabilities and


**WHEREAS,** the Polk County Association, clubs, and advisor Sylvia Bivins, Polk County Extension Agent, make a significant impact on the continuous improvement in the quality of life for all citizens through education and community service,

**NOW, THEREFORE, BE IT PROCLAIMED,** that we the Members of the Polk County Commissioners Court, do hereby recognize the merits of the Texas Extension Education Clubs and commend the Association on it's 75<sup>th</sup> anniversary, calling upon all citizens to join in this recognition.

**PROCLAIMED AND SIGNED** this the 22nd day of January 2002

  
John P. Thompson  
County Judge, Polk County, Texas

  
Robert C. "Bob" Willis  
Commissioner, Precinct 1

  
Robby Smith  
Commissioner, Precinct 2

ABSENT  
  
James J. "Buddy" Purvis  
Commissioner, Precinct 3

  
R.R. "Dick" Hubert  
Commissioner, Pct. 4

*Att #5*

**RESOLUTION**

State of Texas           ★  
                                  ★           To The Criminal Justice Division  
County of Polk           ★           Office of the Governor

BE IT RESOLVED, that the Commissioners Court of Polk County convened in a regularly called session on the 22nd day of January, 2002 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum, John P Thompson, County Judge, Robert C "Bob" Willis, Commissioner, Pct 1, Bobby Smith, Commissioner, Pct.2, James J "Buddy" Purvis, Commissioner, Pct 3, R R. "Dick" Hubert, Commissioner, Pct 4, Absent None when and where, among other proceedings, had the following order passed

WHEREAS, it is required that the Chief Juvenile Probation Officer be directed to apply for a grant in the amount of Ten Thousand Two Hundred Fifty Five Dollars (\$10,255 00) with a ten percent (10%) match of \$1,139 00 making the total project budget \$11,395 00 from the Juvenile Accountability Incentive Block Grant Fund of the Criminal Justice Division, Office of the Governor, State of Texas, to be used for the purpose of Juvenile Detention for Polk County, Texas

NOW, THEREFORE, BE IT ORDERED, and decreed that This Commissioners Court finds it desirable to support said application for Juvenile Accountability Incentive Block Grant Funds

ADDITIONALLY, Polk County hereby assures that the aforementioned grant funds will be returned to the CJD in full in the event of loss or misuse of CJD funds

WHEREUPON, the motion was made by R R. "Dick" Hubert and seconded by Bobby Smith, with all Voting in favor and none opposed, the Members of the Polk County Commissioner Court hereby approve this Resolution

*John P. Thompson*

John P Thompson  
County Judge, Polk County, Texas

Attest,

*Barbara Middleton*

Barbara Middleton, County Clerk

January 22, 2002

Date



*Attm #6*

STATE OF TEXAS  
COUNTY OF MONTGOMERY

CONTRACT AND AGREEMENT FOR THE  
DETENTION OF JUVENILE OFFENDERS

THIS Contract and Agreement made and entered into by and between the Juvenile Board of Montgomery County, acting by and through its duly authorized representatives, The Honorable Mason Martin, Chairman, and Ron Leach, Director of the Montgomery County Juvenile Department by and through its Commissioners' Court and the Juvenile Board of Polk County acting by and through its duly authorized representatives, Judge Joe Adams, Chairman, and Richard Morris, Chief Juvenile Probation Officer, of Polk County by and through its Commissioners' Court, to be effective on the date of execution by the Montgomery County Commissioners' Court

WITNESSETH

I

WHEREAS, the Montgomery County Juvenile Board operates the Montgomery County Juvenile Department, also referred to as the "FACILITY" Whereas, the Polk County Juvenile Board, in order to carry out and conduct its juvenile program in accordance with Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need of supervision, during pre-trial and pre-dispositional status, and WHEREAS, the Montgomery County Juvenile Board will make the facilities available to the Polk County Juvenile Board for such use and purpose, and the Polk County Juvenile Board desires to contract for the use of said the FACILITY under the following terms and conditions

Now, therefore, the parties agree as follows

(1) The Montgomery County Juvenile Board will provide room and board; supervision on a twenty-four hours per day, seven days per week basis; routine medical examination and treatment within the FACILITY (but shall not pay for emergency examination, treatment, or hospitalization outside the FACILITY) and a program of education, recreation and counseling to each child placed within the FACILITY

(2) The Polk County Juvenile Board agrees to

\_\_\_\_\_ pay the FACILITY the sum of ninety five dollars (\$95 00) per day for each child placed within the FACILITY. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. The FACILITY will periodically bill \_\_\_\_\_ County for use of the FACILITY. Each billing shall contain both the name of the child(ren) and the number of days for which payment is requested. This sum shall be paid to Montgomery County Juvenile Department, 200 Academy Drive, Conroe, Texas 77301, within twenty (20) days of receipt of billing.

OR

X purchase 900\* bed days at the rate of eighty dollars (\$80 00) per day. The FACILITY will issue an invoice reflecting equal monthly installments of the total contract amount. In the event bed space is not available, a credit will be provided and if necessary, an adjustment will be made to the final invoice of the current fiscal year \*(Reflects total number of bed days purchased by Polk, San Jacinto & Trinity Counties )

(3) If, in the sole discretion of the Detention Administrator of the FACILITY, hereinafter the "ADMINISTRATOR", there is a need for emergency examination, treatment and/or hospitalization for a child placed in the FACILITY by the Polk County Juvenile Board, the ADMINISTRATOR is authorized to secure such examination, treatment and/or hospitalization. The ADMINISTRATOR shall notify the Polk County Juvenile Board of such emergency treatment as soon as reasonably practical.

(4) Prior to transporting a child to the FACILITY for placement, the official authorizing placement shall call the FACILITY to insure that space is available. The detention needs of Montgomery County shall take precedence over those of contract jurisdictions and placement of children from contract jurisdictions and placement of children from contract jurisdictions may be denied if no available space in the sole discretion of the ADMINISTRATOR.

(5) Each child placed into the FACILITY by the Polk County Juvenile Board shall be placed therein under a proper Order of the Juvenile Court, and the ADMINISTRATOR will be furnished a copy of said Order.

(6) Each child placed therein shall be required to follow the rules and regulations of contract as fixed and determined by the ADMINISTRATOR and his staff.

(7) The Montgomery County Juvenile Board has resolved to

operate the FACILITY in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the FACILITY from complying with the Juvenile Justice and Delinquency Prevention Act. In no event will the Montgomery County Juvenile Board be under any obligation to accept a child who is deemed inappropriate for placement in the FACILITY in the sole discretion of the ADMINISTRATOR.

(8) If a child is accepted from Polk County and such child thereafter is found to be, in the sole judgment of the ADMINISTRATOR, mentally unfit, dangerous, or unmanageable, or whose mental or physical health condition might endanger the other occupants of the FACILITY, then in the ADMINISTRATOR'S sole judgment, upon such determination and notification by the ADMINISTRATOR to the Polk County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff of that jurisdiction shall immediately and forthwith remove or cause to be removed such child from the FACILITY.

(9) The Montgomery County Juvenile Board agrees that the FACILITY will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

(10) Polk County agrees to provide the FACILITY the names of all persons authorized by them to visit children placed in the FACILITY. Visitors must be jointly approved by the child's caseworker and the ADMINISTRATOR.

(11) Polk County Juvenile Probation Department shall assure that a representative of that department visits each child placed in the FACILITY a minimum of once per week. The visit may be by telephone or in person.

(12) Polk County shall assume financial responsibility for damage to or loss of property at the FACILITY due to the action of a child placed in the FACILITY by Polk County. Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the FACILITY.

(13) It is understood and agreed by the parties hereto that children placed in the FACILITY under the proper Order of the Juvenile Court of Polk County shall be maintained therein except that the staff of either the contracting jurisdiction or the FACILITY may take the children under

supervision from the FACILITY to participate in Community activities

(14) It is further understood and agreed by the parties hereto that children placed in the FACILITY shall be removed there from by Polk County, its agents, servants or employees at the expiration of the Detention Order under which the child is being detained unless a new Order has been issued authorizing the continued detention, and a copy of such Order, duly certified by the Clerk of the Court, has been delivered to the FACILITY, or unless a waiver of ten (10) day hearing has been executed and a signed copy of the waiver delivered to the FACILITY. A copy of the Order issued pursuant to waiver shall be furnished promptly to the FACILITY.

(15) It is further understood and agreed by the parties hereto that should a child not be removed by Polk County, its agents, servants or employees as required above in (14) by 12 00 noon of the 10th day of detention and a new Order authorizing continued detention has not been received at the FACILITY, an employee of the FACILITY will deliver the child to the Juvenile Court of Polk County for which there will be an additional charge of thirty two (32) cents per mile plus two hundred dollars per child per trip.

(16) It is further understood and agreed by the parties hereto that children placed in the FACILITY shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Polk County.

(17) It is further understood and agreed that nothing in this Contract shall be construed to permit Polk County, its agents, servants or employees in any way to manage, control, direct or instruct the FACILITY or the Montgomery County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the FACILITY.

(18) It is the agreement of the parties that in the event Polk County is required to remove a child from the FACILITY under the terms of this contract, and fails to do so, the Montgomery County Juvenile Board will return the child to its home jurisdiction at a cost of thirty two (32) cents per mile plus a fee of two hundred (200) dollars per child per trip payable by Polk County within ten (10) days of receiving request for payment.

## II TERMINATION

THE term of this contract shall be for a period of one (1) year from the effective date and it shall be renewed and deemed renewed annually hereafter in the event neither party hereto gives the required notice; however, the parties hereto understand and appreciate that this contract involves a new program in the Juvenile Justice System in Montgomery County, Texas, and after mutual good faith effort has been made toward the success and performance of the contract, if either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principle office, of its intention to terminate the contract thirty (30) calendar days from the date the Notice to Terminate is received by the other party At 12 00 o'clock midnight thirty (30) calendar days after receipt of notice to terminate by either party, this contract shall terminate, become null and void and be of no further force or effort

ON or before the termination date, the Polk County Juvenile Board shall remove all children from their jurisdiction currently in the FACILITY

## III DEFAULT

(1) In the event of a default of the Montgomery County Juvenile Board, the Polk County Juvenile Board may cancel or suspend the contract and the Montgomery County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered

(2) In the event of default on the part of Polk County Juvenile Board, the Montgomery County Juvenile Board may cancel or suspend this contract and the Montgomery County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date and shall repay any funds advanced for any services not yet rendered

## IV MISCELLANEOUS PROVISIONS

(1) Requirements of the Uniform Grant and Contract Management Standards (UGCMS) promulgated pursuant to Texas Civil Statutes, Article 4413 (32g), are adopted by reference as part of this contract

(2) All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the Montgomery County Juvenile Board

(3) The FACILITY will maintain its records for three (3) years after final payment or until a Federally approved audit has been made and all questions arising there from are resolved

(4) And Polk County hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement

This Contract and Agreement this date executed is made by and between the parties hereto, it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision any payment for such care by Polk County for such children placed in the FACILITY by the Judge of Polk County having Juvenile Jurisdiction

Mason Martin, Judge  
County Court-at-Law #3  
Chairman, Montgomery County  
Juvenile Board

Ron Leach  
Director  
Montgomery County Juvenile Dept  
Conroe, Texas

Chairman  
Polk County  
Juvenile Board

Chief Juvenile Probation Officer

MONTGOMERY COUNTY  
COMMISSIONERS' COURT

Polk COUNTY  
COMMISSIONERS' COURT

_____	Co Judge	_____
_____	Pct. 1	_____
_____	Pct. 2	_____
_____	Pct. 3	_____
_____	Pct. 4	_____

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ by the Montgomery County Commissioners' Court

\_\_\_\_\_  
Attest  
Montgomery County Clerk





Attorney #7

**TERMINATION OF CONTRACT**

THIS TERMINATION OF CONTRACT ("Agreement") is entered into as of the effective date and year set out below and is between GOVERNMENT SERVICE AUTOMATION, INC , ("GSA"), POLK COUNTY, TEXAS ("County")

**Recitals**

On October 1, 2001, GSA and the County signed a Professional Services Agreement and a Nonexclusive License Agreement ("Contract", whether one or more), wherein GSA, Inc agreed to provide specified data processing services, hardware, software programs and related materials to the POLK COUNTY INDIGENT HEALTHCARE OFFICE from October 1, 2001 until October 1, 2006.

GSA and the County mutually desire to terminate the Contract without placing fault on either party to the Contract and without involving the formal Contract requirements, which address termination

The County has specifically represented to GSA that it has been manually documenting virtually all of its office functions daily (i.e. maintaining a duplicate set of manually posted "parallel operation" records) since the beginning of the Contract on October 1, 2001, and that when GSA's software is removed from the County's facilities, there will be absolutely no material, adverse affect on the County's daily operations whatsoever

GSA and the County recognize, however, that certain covenants of the Contract must survive the termination of the Contract, as described below, and that the County agrees not to use GSA's INDIGENT HEALTHCARE software after January 15, 2002 without the permission of GSA

**Agreement**

THEREFORE, in consideration of the mutual promises and agreements exchanged herein and the consideration recited below, the undersigned hereby make the following agreement

- 1 Survival of Contract Covenants GSA and the County mutually agree that the following provisions of the Contract shall SURVIVE the termination of the Contract and shall NOT be discharged by this instrument
- 2 Virtually all provisions in the NONEXCLUSIVE LICENSE AGREEMENT between GSA and the County wherein the County agreed to protect the confidentiality of the proprietary information and trade secrets of GSA's software programs and related materials ("software"), these covenants generally addressed the County's agreement

- (a) Not to duplicate or transfer the software,
- (b) To prohibit its employees or contractors from duplicating or transferring the software,
- (c) To take such steps necessary to prevent theft of the software,
- (d) To return to GSA all magnetic or other materials (including both prohibited and permitted copies of the software and manuals), in any way related to the software, other than the County's raw data which was managed by the software, and
- (e) Not to assign its rights under the Contract to any third party or entity

Without limiting the foregoing in any manner, and by way of illustration, the covenants in the NONEXCLUSIVE LICENSE AGREEMENT between GSA and the County which shall survive this Contract termination are contained in Paragraphs 1, 2, 4 and 6 as they specifically address the valuable proprietary information and trade secrets which were entrusted to the County under the NONEXCLUSIVE LICENSE AGREEMENT, which information and secrets must be returned without duplication to GSA, or irreparable damage shall result to GSA

- 2 Termination of Contract GSA and County mutually agree that the contract, EXCEPT FOR THE COVENANTS DESCRIBED ABOVE IN PARAGRAPH 1 OF THIS INSTRUMENT, is hereby terminated and there shall be no obligation to be borne, performed or enforced by either GSA or the County, other than
  - (a) The County's return of all software to GSA from the County Indigent Healthcare Office and GSA shall not seek payment for invoices 102930 - 103128 and 103281 or future invoices
- 3 No Contract Default Each party mutually recognized and represents to the other that neither party considered the other to have defaulted under the terms of the Contract This Agreement is an amicable termination of the Contract, which conclusion is mutually beneficial to both parties GSA or its affiliates are eligible to be "rehired" as a contractor of the County in the future
- 4 Nonliability of GSA GSA shall not be liable to the County, the County's taxpayers, the County's citizens, the County's assigns or to any other person or entity, for any damage, claim, or cause of action (for example, and not by way of limitation, inconvenience, lost revenues, additional or unanticipated costs to install a new or different data processing system, lost data not found

or located in the County's duplicate set of manually posted "parallel operation" records), resulting from GSA's removal of its software and hardware from the County's facilities

- 5 **No Further Use of Software for the County** The County agrees not to use the County Indigent Healthcare Software, nor any derivatives, modifications or enhancements of the software (whether received from GSA or any other third party), nor any software related materials (whether received from GSA or any other third party), after January 15, 2002. The County further agrees to return to GSA all magnetic or other materials (including both prohibited and permitted copies of the software and manuals) in any way related to the software, and all GSA proprietary information which in any way relates to GSA's software, that are in the County's possession or under the County's control or under the County's constructive possession or control
- 6 **Injunctive Relief** The County acknowledges that damages at law alone will be an insufficient remedy for GSA (or its assigns) and GSA (or its assigns) will suffer irreparable injury if the County violates the terms of Paragraphs 1, 2 (a) and 5 of this Agreement and/or the terms of the Contract, which will survive the termination of the contract. Accordingly, the County agrees that GSA (or its assigns, upon application to a court of competent jurisdiction, shall be entitled to injunctive relief may be sought, in addition to any other available rights or remedies at law. The County further agrees that if relief is sought as a result of the County's violation of the terms of this Agreement, GSA (or its assigns) shall be entitled to recover from the County reasonable attorney's fees and costs incurred by GSA in enforcing this Agreement, or the surviving Contract terms, or both
- 7 **Authority to Sign Agreement** By signing this Agreement, the signing party personally represents and warrants to the other parties to this Agreement that he or she has unconditional authority to enter into this agreement on behalf of the respective party named herein appearing above their respective signature
- 8 **Multiple Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument
- 9 **Headings** Headings or captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10 Entire Agreement This Agreement (together with the Exhibits referred to herein, if any) constitutes the entire contract and understanding between the parties hereto and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof

Effective Date January 15, 2002

GSA

GOVERNMENT SERVICE AUTOMATION, INC

By \_\_\_\_\_  
Name Michael G Boswell  
Title President  
Date \_\_\_\_\_, 2002

COUNTY

POLK COUNTY, TEXAS

By \_\_\_\_\_  
Name Honorable John Thompson  
Title POLK County Judge  
Date \_\_\_\_\_, 2002

*Stem #29*



**OF THE POLK COUNTY COMMISSIONERS COURT**

Designating "Surplus Property"

**WHEREAS**, in a regularly called meeting of the Polk County Commissioners Court held January 22, 2002, the following items described within the listing attached hereto as Exhibit "A" were determined to be "Surplus property", as defined by Local Government Code, Chapter 263 Subchapter D, Section 263 151

**THEREFORE**, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of by advertising for sealed bids from qualified purchasers, as authorized by Local Government Code, §§263


  
John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on January 22, 2002

**IN WITNESS WHEREOF**, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification

(Seal)

  
Barbara Middleton, County Clerk  
Polk County, Texas

VOL. 48 PAGE 62

EXHIBIT "A"

*Polk County Maintenance Engineering*

*Hwy 59 North P O Box 523 Leggett, Texas 77350*

---

*Fax*

*Polk County Maintenance Engineering  
Telephone (936) 327-6808 or 398-5031  
Fax (936) 398-5154*

Date 12/17/01  
To Jan Shandley  
From Don Maxwell  
Subject Inventory of Hospital Equipment

# of Pages (Incl Cover) 1

COMMENTS

2 - X RAY MACHINES

TOSHIBA MODEL TF-TLB, SERIAL NUMBER 1602056  
TRANSWORLD MODEL 325V

2 - SURGICAL LIGHTS

AMSCO MODEL L 22, SERIAL NUMBER 353201, 150 WATT, 120 VOLT  
AMSCO MODEL L-22, SERIAL NUMBER 353200, 150 WATT, 120 VOLT

1 - STERILIZER

AMSCO GENERAL PURPOSE MODEL M65CDS, SERIAL NUMBER 720607-17

1 - POWER PACK (STEAM GENERATOR)

AMSCO MODEL LB-20AS, SERIAL NUMBER 26521

#11

**POLK COUNTY  
MSAG CHANGES  
01/14/2002**

ACT STREET	LOW	HIGH	ADDRESSED	MILEAGE	COMMENTS
1 PEARL THOMAS RD	589	720	11/14/2001	0.1332	CHCD RAINDROP TO PEARL THOMAS RD 11/14/2
1 RAINDROP	101	330	11/14/2001	0.2304	CHGD LOWER END OF PEARL THOMAS RD TO RAI
1 ESCAPEES DR	101	570	11/20/2001	0.1897	CHGD ST NAME FR RAINBOW DR 11/20/2001
1 BAYWAY LN	101	182	09/05/2001	0.0310	ST NA'E CHG FR BRUCE ST 09/05/2001
1 SUNSHINE	101	234	08/07/2001	0.1348	ADDED NEW STREET 08/07/2001
1 LIBERTY LN	101	118	08/24/2001	0.0196	ADDED NEW STREET 08/24/2001
1 TAFT MILLER	101	316	09/10/2001	0.2167	ADDED NEW RD 09/10/2001
1 LYNDE	101	152	09/11/2001	0.0530	ADDED STREET 09/11/2001
1 CASTLE CT	101	148	09/11/2001	0.0498	ADDED STREET 09/11/2001 TF 09/03/2001
1 NEW COVE DR	249	362	10/23/2001	0.1145	ST NA' E CHG FR DEEP COVE DR TO NEW COVE
1 BROKEN ARROW TRL	101	380	10/30/2001	0.2818	CHG ST NAME TO BROKEN ARROW TRL 10/30/20
1 RAINBOW DR	101	172	11/20/2001	0.0725	ADDED NEW STREET 11/20/2001
1 TURKEY CREEK	101	152	11/20/2001	0.0533	ADDED NEW STREET 11/20/2001
1 DREAMCATCHER	101	210	11/20/2001	0.1114	ADDED NEW RD 11/20/2001
1 SUMTER OAKS	101	196	11/20/2001	0.0880	ADDED NEW STREET 11/20/2001
1 TRA PARK	101	208	11/20/2001	0.1086	ADDED NEW STREET 11/20/2001
1 RACCOON VALLEY	101	174	11/20/2001	0.0747	ADDED NEW STREET 11/20/2001
1 GNENDEE LN	101	234	01/14/2002	0.1356	ADDED NEW RD 12/03/2001
1 SCHMIDT LANE	101	244	12/07/2001	0.1448	ST NAME CHG FR DUMPSTER RD 07/25/2001
1 PIN OAK LOOP	101	156	01/09/2002	0.0563	ADDED NEW STREET 01/09/2002
2 PARADISE POINT	117	138	10/25/2001	0.0245	ST NAME CHGD FR CATFISH ALLEY 10/25/200
2 LEDER	101	458	08/28/2001	0.3593	ADDED NEW STREET 8/28/2001
2 OLD MILL CENTER	101	174	07/03/2001	0.0758	ADDED NEW ST 7/3/2001
2 LAFOUR	101	182	12/04/2001	0.0838	STREET NAME CHANGE
3 ESTERAK RD	101	162	08/10/2001	0.0638	RD NAME CHG FR D J RD 08/10/2001
3 DARDEN RD EAST	101	3172	08/22/2001	0.5328	CHANGED FR DARDEN RD 8/22/2001
3 MEADOWS CEMETERY RD	101	350	07/03/2001	0.2369	CHANGED FR ALBERT CEMETERY RD 12/27/2001
3 GINGER LANE	101	248	07/27/2001	0.1481	ST NAME CHG D FR DUBLIN (07/27/2001)
3 CORRY JONES	101	316	07/03/2001	0.1139	CORR NAME FR CORLEY JONES=PCT 3 08/29/20
3 WRIGHT BROTHERS RD	101	184	07/11/2001	0.0859	ADD NEW RD 08/11/2001
3 GLOVER RD	101	1152	01/03/2002	0.9312	CHANGED FROM OLD HWY 35 N 01/03/2002
3 J HICKMAN RD	101	904	10/18/2001	0.8043	CHANGED FR ALMITO 10/18/2001
4 N LAKE DR	101	228	10/18/2001	0.0334	CHANGED FR N LAKE VILLAGE DR 10/18/2001
4 W LAKE DR	457	536	10/18/2001	0.0823	CHANGED FR W LAKE VILLAGE DR 10/18/2001
4 W LAKE DR	101	852	10/18/2001	0.3549	CHANGED FR W LAKE VILLAGE DR 10/18/2001
4 FOSSIL WOOD LN	101	412	07/03/2001	0.3133	ADD NEW STREET 8/18/2001
4 CLEARSTREAM LN	101	562	08/22/2001	0.4621	ADD NEW STREET 08/22/2001
4 E LAKE DR	101	1012	10/18/2001	0.2727	CHANGED FR E LAKE VILLAGE DR 10/18/2001
4 PREMONT			DELETE		DELETED FROM MSAG 01/07/2002

POLK COUNTY  
By: Bill Law County Auditor

#12

BUDGET REVISION  
#2002-08A

January 22 2002

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-401-491	Dues	10 00			1 025 00	1 035 00	10 00
010-401-352	Contingencies		10 00	Per County Judge	50 000 00	49 990 00	-40.00
010-369-100	Reimbursement Materials	-2 700 00		ck from Putnam's Landing/Comm. Wills	0 00	-61 071 73	61 071 73
010-621-339	Construction Materials	2 700 00		ck from Putnam's Landing/Comm. Wills	60 500 00	121 571 73	61 071 73
015-342-621	Taylor Lakes Reimbursement	-4 000 00		ck from Unit PetroleumCo./Comm. Wills	0 00	-4 000 00	4 000 00
015-621-340	Taylor Lake Expenses	4 000 00		ck from Unit PetroleumCo./Comm. Wills	0 00	4 000 00	4 000 00

10 028 50      10 00      Difference being corrected entries

Approved By  
Date 1/22/02



102  
1/18

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	2 361 00
TOTAL OF ALL FUNDS	2 361 00

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

*W. Law*

W. H. LAW  
COUNTY AUDITOR  
JOHN P. THOMPSON  
COUNTY JUDGE

*John P. Thompson*

18 1922

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 FOLK COUNTY HISTORICAL COMM	443 02
TOTAL OF ALL FUNDS	443 02

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

W H LAW  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*W H Law*  
*John P. Thompson*

H 02

11/5/11

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	9 204 16
015	ROAD & BRIDGE ADM	9 781 08
027	SECURITY FUND	40 25
032	ENVIRONMENTAL SERVICES	315 79
048	DISTRICT ATTY SPECIAL FUND	53 42
049	DISTRICT ATTY HOT CHECK FUND	54 78
051	AGING DEPT	792 53
083	MUSEUM OPERATING FUND	10 87
101	ADULT SUPERVISION	703 68
104	DTP - CSR	9 04
108	CCP - SURVEILLANCE	40 92
109	SPECIALIZED CASELOAD CCP	37 23
184	JUVENILE PROBATION	305 88
185	CCAP - JUVENILE PROBATION	253 40
TOTAL OF ALL FUNDS		21 403 01

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

W E LAM  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*William H. Egert*  
*John P. Thompson*

fy 01

16901  
1/18

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4 812 48
032 ENVIRONMENTAL SERVICES	281 87
051 AGING DEPT	19 120 84
TOTAL OF ALL FUNDS	24 235 19

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

W H LAW  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*William H. Law*

*John P. Thompson*

2102

11/10/03

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6 217 11
015 ROAD & BRIDGE ADM	198 10
088 JUDICIARY FUND	858 00
090 DRUG FORFEITURE FUND	9 510 00
TOTAL OF ALL FUNDS	17 183 21

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

W E LAM  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE


SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
033 TEMPE WATER SUPPLY GRANT	8 951 25
TOTAL OF ALL FUNDS	8 951 25

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

W H LAW  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*W H Law*

*John P Thompson*

1/14 3/18

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	6 750 00
TOTAL OF ALL FUNDS	6 750 00

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

W H LAW  
 COUNTY AUDITOR  
 JOHN P THOMPSON  
 COUNTY JUDGE

*[Signature]*  
*[Signature]*

5402

UNB01  
1/11

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8 550 00
061 DEBT SERVICE FUND	100 574 06
088 JUDICIARY FUND	2 174 00
TOTAL OF ALL FUNDS	111 298 06

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W H Law*

*John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
992 AVAILABLE SCHOOL FUND ACCT	12 111 95
TOTAL OF ALL FUNDS	12 111 95

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

W H LAN  
 COUNTY AUDITOR  
*John P. Thompson*  
 JOHN P THOMPSON  
 COUNTY JUDGE

11/5  
LBN

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	294 80
TOTAL OF ALL FUNDS	294 80

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

W H LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W H Lam*  
*John P Thompson*

CHECK # 164966

BANK ACCT MAIN  
 01/15/2002 \$50 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*50 00

HARDIN COUNTY S O  
 P O BOX 1990  
 KOUNTZE TX 77625

CHECK # 164966

010-325-801 GENERAL FUND DC FEE 50 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



CHECK # 166276

BANK ACCT MAIN 01/15/2002 \$174 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

\*\*\*\*\*174 00

PAGE/TERRY  
ATTORNEY @ LAW  
415 N WASHINGTON TX 77351  
LIVINGSTON

CHECK # 166276

010-226-100 GENERAL FUND 58 00  
010 226 100 GENERAL FUND 8 00  
010 226 200 GENERAL FUND 108 00

\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



fy02

11/15/01

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	161 026 69
015 ROAD & BRIDGE ADM	16 014 87
012 ENVIRONMENTAL SERVICES	6 000 00
088 JUDICIARY FUND	213 95
TOTAL OF ALL FUNDS	183 255 55

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

W E LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

*W E Lam*  
*John P Thompson*

7/1/03 VOL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	55 708 98
015 ROAD & BRIDGE ADM	46 111 58
027 SECURITY FUND	25 00
032 ENVIRONMENTAL SERVICES	1 265 30
040 LAW LIBRARY FUND	959 85
049 DISTRICT ATTY HOT CHECK FUND	55 83
051 AGING DEPT	12 662 64
094 COUNTY RECORDS MGMT FUND	1 075 74
TOTAL OF ALL FUNDS	117 864 92

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

W H LAW

*William H. Law*

COUNTY AUDITOR

JOHN P THOMPSON


*John P. Thompson*

COUNTY JUDGE

ADDITIONAL

ADDITIONAL

DATE 01/17/2002 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1  
REF # VEN # VENDOR NAME AMOUNT  
ACH229 FIRST STATE BANK \$59 543 08  
ACH210 FOLEY CO PATROLL ACCT \$188 715 99  
TOTAL AMOUNT \$248 259 07



fy 08

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 957 59
015 ROAD & BRIDGE ADM	1 330 96
027 SECURITY FUND	55 00
032 ENVIRONMENTAL SERVICES	215 55
101 ADULT SUPERVISION	1 206 43
108 CCP - SURVEILLANCE	288 01
184 JUVENILE PROBATION	83 24
185 CCAP - JUVENILE PROBATION	526 36
TOTAL OF ALL FUNDS	7 663 26

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

W H LAW

*William H. Law*

COUNTY AUDITOR

JOHN P THOMPSON

*John P. Thompson*

COUNTY JUDGE

ADDITIONAL



Addendum Schedule of Bills for Court Dated 01/22/02  
FY-02

Vendor	Amount
Molly Locke	\$ 136 04
Shirleen Cowen	\$ 100 05
Mary Hood	\$ 61 42
XPEDX	\$ 131 00
Dr Luna	\$ 1,071 00
Scriptcare Inc	\$ 412 12
Memorial Medical/Shane Howett	\$ 463 86
Brookshire Brothers LTD	\$ 140 92
County Judges & Commissioners Assoc of TX	\$ 700 00
Randall Medical	\$ 315 00
William (Bill) Cunningham	\$ 208 00
Team Systems	\$ 289 79
Darrell Gibson	\$ 57 48
Luther (Jay) Burks	\$ 92 32
Chad Gulley	\$ 8 42
Kern Williams	\$ 176 64
Rob Thomas	\$ 91 50
Charles Clack	\$ 35 18
Janie Cain	\$ 32 49
Gale Bishop	\$ 24 15
Financial Mgmt./TNRCC	\$ 80 00
Scenic Loop Fire Dept.	\$ 1,999 54
Music Mountain	\$ 42 00
Marcia Cook	\$ 4 74
Associates Capital Bank (Texaco)	\$ 130 93
Total	\$ 6 804 59



CASH AND INVESTMENT SHEET

DATE	FUND	NAME	BEG BALANCE	RECEIPTS	INVEST WDRAW	DISB	INVEST DEP	END BAL	BEG INVEST	INVEST INT	TOTAL INVEST	GRAND TOTAL
01/18/2002	10	GENERAL	(172,896.71)	1,156,360.62	0.00	669,104.98	525,000.00	(210,641.07)	274,313.65	799,313.65	598,672.58	
	11	HOTEL TAX	21,773.46	0.00	0.00	0.00	0.00	21,773.46	0.00	0.00	21,773.46	
	15	ROAD & BRIDGE	108,898.56	259,254.21	0.00	179,421.96	205,000.00	(16,268.19)	189,826.82	394,626.82	378,359.63	
	17	LATERAL RD	32,700.80	0.00	0.00	0.00	0.00	32,700.80	45,965.18	0.00	78,665.98	
	24	PERM P/B	293.19	0.00	0.00	0.00	0.00	293.19	1,375.23	0.00	1,668.42	
	27	SECURITY	8,098.23	1,458.15	0.00	2,924.58	0.00	6,629.80	64,033.32	0.00	70,663.12	
	28	HIST COMM P/R	298.05	0.00	0.00	0.00	0.00	298.05	0.00	0.00	298.05	
	32	ENVIRONMENTAL SVC	293,076.53	21,201.05	0.00	10,950.35	305,000.00	(1,672.77)	920,678.76	1,225,678.76	1,224,005.99	
	34	FEMA DISASTER	54,527.37	8,951.25	0.00	8,951.25	0.00	54,527.37	21,577.84	0.00	54,527.37	
	40	LAW LIBRARY	7,410.46	910.00	0.00	1,651.10	5,000.00	1,669.36	0.00	0.00	28,247.22	
	47	DA INV TRAINING	1,302.69	0.00	0.00	0.00	0.00	1,302.69	0.00	0.00	1,302.69	
	48	D A SPECIAL	12,608.67	0.00	0.00	1,779.72	0.00	10,828.95	0.00	0.00	10,828.95	
	49	D A HOT CHECK	25,179.40	243.04	0.00	701.96	0.00	24,720.48	0.00	0.00	24,720.48	
	51	AGING	(91,982.29)	40,490.26	0.00	53,063.49	0.00	(104,575.50)	0.00	0.00	(104,575.50)	
	61	DEBT SERVICE	258,366.17	253,865.82	0.00	130,406.12	412,000.00	(30,174.33)	132,642.58	544,642.58	514,468.25	
	61	DEBT SVC-ENV SVC	0.00	0.00	0.00	0.00	0.00	0.00	616,574.28	616,574.28	616,574.28	
	70	94 CO ENV SERVICE	(73,198.74)	0.00	0.00	0.00	0.00	(73,198.74)	0.00	0.00	(73,198.74)	
	71	91 CO ENV SERVICE	159.02	0.00	0.00	0.00	0.00	159.02	3,735.55	3,735.55	3,894.57	
	83	MUSEUM TRST FNDS	1,200.17	0.00	1,200.00	741.35	0.00	1,658.82	60,032.96	58,832.96	60,491.76	
	84	BIG THICKET P/R	379.00	0.00	0.00	0.00	0.00	379.00	0.00	0.00	379.00	
	88	JUDICIARY	105,891.33	13,194.05	0.00	3,245.98	0.00	115,839.39	0.00	0.00	115,839.39	
	90	SO CONTRABAND	13,587.77	6,937.00	0.00	822.24	12,000.00	7,702.53	23,102.24	36,102.24	42,804.77	
	90	DA CONTRABAND	22,999.51	2,973.00	0.00	0.00	20,000.00	5,972.51	66,578.27	86,578.27	92,550.76	
	90	DRUG SEIZURE PEND	0.00	0.00	9,910.00	9,910.00	0.00	0.00	281,330.48	271,420.48	271,420.48	
	90	SO CONTRA (FED)	0.00	0.00	0.00	0.00	0.00	0.00	1,286.97	1,286.97	1,286.97	
	93	R A P	11,632.51	2,680.00	0.00	144.95	5,000.00	9,167.56	85,836.91	90,836.91	100,108.47	
	94	RECORDS MGMT	3,278.02	393.00	0.00	1,075.74	0.00	2,595.28	0.00	0.00	2,595.28	
	101	18 PROBATION	11,114.43	47,348.42	0.00	82,966.70	0.00	(24,493.85)	0.00	0.00	(24,493.85)	
<b>TOTAL</b>			<b>656,696.62</b>	<b>1,816,257.69</b>	<b>11,110.00</b>	<b>1,157,872.48</b>	<b>1,489,000.00</b>	<b>(162,808.17)</b>	<b>2,786,793.04</b>	<b>0.00</b>	<b>4,266,693.04</b>	<b>4,103,674.87</b>
	12	JP #3	3,794.87	9,111.00	0.00	12,905.87	0.00	0.00	0.00	0.00	0.00	
	28	HISTORICAL COMM	1,412.55	153.00	3,000.00	443.02	0.00	4,122.53	293,855.36	290,855.36	294,977.89	
	33	TEMPE WATER GRANT	0.00	8,951.25	0.00	8,951.25	0.00	0.00	0.00	0.00	0.00	
	51	CORRAGING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	84	BIG THICKET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	85	EMP GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	89	PAYROLL ACCOUNT	2,527.09	183,119.82	0.00	183,119.82	0.00	2,527.09	0.00	0.00	2,527.09	
	91	PERMANENT SCHOOL	988.96	0.00	0.00	0.00	0.00	988.96	373,944.05	373,944.05	374,943.03	
	92	AVAILABLE SCHOOL	483.30	0.00	12,200.00	12,111.95	0.00	571.35	109,122.23	96,922.23	97,493.58	
	95	SHERIFF FED REV SHAF	1,521.28	0.00	0.00	0.00	0.00	1,521.28	0.00	0.00	1,521.28	
<b>GRAND TOTAL</b>			<b>667,434.69</b>	<b>2,017,592.76</b>	<b>26,310.00</b>	<b>1,375,404.39</b>	<b>1,489,000.00</b>	<b>(153,056.94)</b>	<b>3,565,714.68</b>	<b>0.00</b>	<b>5,028,404.68</b>	<b>4,875,337.74</b>

*Walter*

#14

JANUARY 9, 2002 - JANUARY 22, 2002

DATE.

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	ACTION
(1)	KATHY L PARKER	ROAD & BRIDGE PRECINCT # 1	#908 TRUCK DRIVER	TEMPORARY	12(1) 38.21 HR.	RECLASSIFY TO LABOR POOL (400 HRS.) (12(1)) (\$9.21 HR.) EFFECTIVE 01/09/2002
(2)	RICHARD A. GREGER	ROAD & BRIDGE PRECINCT # 4	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL TIME	141 \$21,138.88	MERIT INCREASE TO #108 (140) (\$22,202.75) EFFECTIVE 01/18/2002
(3)	GINGER R. GOLSBY	SHERIFF DEPARTMENT	#1043 TELECOMMUNICATION OPER.	LABOR POOL -600 HRS.	11(1) \$8.77 HR.	NEW HIRE EFFECTIVE 01/25/2002
(4)	BETTY L. FORTUNE	J.P PRECINCT # 3	#106 DEPUTY CLERK	REGULAR FULL-TIME	103 18,246.80 \$17,200.42	RETIREMENT EFFECTIVE 01/01/2002
(5)	BILLY A. JORDAN	ROAD & BRIDGE PRECINCT # 3	#108 HEAVY EQUIP. OPERATOR	REGULAR FULL TIME	143 \$22,202.75	MERIT INCREASE TO (143) (\$23,315.36) EFFECTIVE 01/18/2002

ADDITIONAL

(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						

AGREEMENT FOR CONTRACT SERVICES  
By and Between

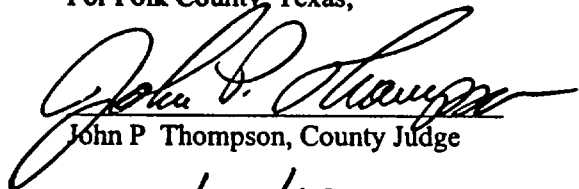
#15

POLK COUNTY, TEXAS AND MEDICAL REVENUE SERVICES, INC

In a regular meeting held January 22, 2002, the Commissioners Court voted to enter into this agreement Polk County (Client) and Medical Revenue Services, Inc (Contractor) for management of the County Indigent Healthcare Program, as follows,

- 1 Contractor shall provide for the daily management and oversight of the Polk County Indigent Healthcare Program and Social Services Department Such management shall include the authority to initiate changes necessary to ensure compliance with the guidelines of the Indigent Health Care Act and state audit requirements and shall be consistent with the Policies & Procedures of the County and subject to the approval of the Commissioners Court Contractor shall be available to Client during normal business hours of the County
- 2 The initial term of this agreement shall be effective beginning February 16, 2002 and ending September 30, 2002 at the rate of Thirty Thousand Dollars (\$30,000 00) payable in seven equal installments of \$4,000 00 on the 15<sup>th</sup> of each month beginning March 15, 2002 through September 15, 2002 and a final installment of \$2,000 payable on September 30, 2002 Upon written approval by both parties, this agreement may be renewed annually, beginning October 1, 2002, for up to five (5) consecutive periods consisting of twelve (12) months each with any adjustment to the compensation set out herein to be determined at the time of each renewal in consideration of cost of living increases and/or merit funding availability within the County's budget
- 3 This agreement may be terminated at any time should legislative change render the service non-essential or should funds not be available to the County for the purpose of budgeting for this service

For Polk County, Texas,

  
John P. Thompson, County Judge

Date 1/22/02

For Medical Revenue Services, Inc ,

  
Barbara Hayes

Date 1-25-02