


POLK COUNTY COMMISSIONERS COURT
March 12, 2002
10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2002-026

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. Resolution designating National Agriculture Week in Polk County
4. APPROVAL OF MINUTES OF THE MEETINGS OF February 26, 2002 (Regular).
5. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS FOR PLATTING/PERMITTING AUTHORITY WITHIN EXTRATERRITORIAL JURISDICTIONS.
6. CONSIDER APPROVAL OF MANDATED MEDICAL PROVIDER APPOINTMENTS FOR COUNTY INDIGENT HEALTH CARE PROGRAM.
7. CONSIDER APPROVAL OF MEDICAL SERVICES AGREEMENT WITH MEMORIAL MEDICAL CENTER - LIVINGSTON, RELATING TO INDIGENT HEALTH CARE.
8. CONSIDER RESOLUTION APPROVING COUNTY PARTICIPATION IN THE "COUNTY MANAGEMENT SYSTEM PROGRAM", sponsored jointly by the State Comptroller and the County Judges and Commissioners Association.
9. CONSIDER APPROVAL RESOLUTION AND INTERLOCAL PARTICIPATION AGREEMENT FOR THE COUNTY INFORMATION RESOURCES AGENCY.
10. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2002-06 "SALE OF PCT. 1 SURPLUS OFFICE TRAILER".
11. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES; (Pct. 2) Lot 6, Block 11, Impala Woods #1, Cause #97-115; Lot 10, Block 22, Impala Woods #2, Cause #97-081.
12. CONSIDER APPOINTMENTS OF COUNTY OFFICIALS TO DETCOG BOARD OF DIRECTORS.
13. CONSIDER APPROVAL OF PCT. 3 PERMANENT ROAD FUND EXPENDITURES.
14. CONSIDER APPROVAL TO ACCEPT PORTION OF HAYFIELD RANCH RD. FOR COUNTY MAINTENANCE.
15. CONSIDER RENEWAL OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR AUTOPSY SERVICES.
16. CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF EARLY VOTING SCHEDULE FOR PRIMARY RUN-OFF ELECTION APRIL 9, 2002.
17. CONSIDER APPROVAL OF BUDGET REVISIONS.
18. CONSIDER REQUESTS FOR BUDGET AMENDMENTS, as follows;
 - Emergency Management request to utilize \$6,816.63 of additional SLA50 revenue to extend budgeted hours of current part time staff for a temporary period for 911 conversion process.
19. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
20. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: March 6, 2002

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, March 6, 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

by: Deputy

 FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 POLK COUNTY, TEXAS
 2002 MAR -6 AM 9:26
 BARBARA MIDDLETON
 COUNTY CLERK
 POLK COUNTY, TEXAS



March 12, 2002
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2002-026

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for March 12, 2002 at 10:00 A.M.

AMEND TO READ;

18. CONSIDER REQUESTS FOR BUDGET AMENDMENTS, as follows;
- Emergency Management request to utilize \$6,816.63 of additional SLA50 revenue to extend budgeted hours of current part time staff for a temporary period for 911 conversion process.
 - Creation of District Attorney Capital Trial Grant Fund for recording of revenue & expense of state grant funding for Penry trial expense.
 - Increase (from fund balance) the Psychological Evaluation line item (010.435.405, presently budgeted for \$6,000.00) due to unanticipated exam expenditures.

AMEND TO ADD;

21. CONSIDER APPROVAL OF AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR COUNTY SUPPORT AND SPONSORSHIP OF THE GULF COAST STRATEGIC HIGHWAY SYSTEM.
22. CONSIDER REQUEST OF BOYS & GIRLS CLUB OF POLK COUNTY TO BE APPROVED AS ELIGIBLE FOR JURY DONATIONS.
23. CONSIDER PCT. 1 CONSTABLE REQUEST TO APPOINT RALPH C. CAIN AS RESERVE DEPUTY CONSTABLE, PCT. 1 TO FILL VACANCY CREATED BY RESIGNATION OF KELLY HORTON AND TO APPROVE BOND OF APPOINTED RESERVE DEPUTY.
24. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH TRINITY RIVER AUTHORITY FOR COUNTY PROVISION OF LAW ENFORCEMENT / SECURITY SERVICES.
25. CONSIDER TRAVEL TRAILER TAX EXEMPTION.

Commissioners Court of Polk County, Texas

Dated: Friday, March 8, 2002.

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 floor of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, March 8, 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

STATE OF TEXAS }

COUNTY OF POLK }

VOL. 48 PAGE 269
DATE: MARCH 12, 2002

"REGULAR" MEETING
Bill Law - Absent

**"COMMISSIONERS COURT"
POSTING #2002-026**

BE IT REMEMBERED ON THIS THE 12th DAY OF MARCH, 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, JAMES J. "Buddy" PURVIS - COUNTY COMMISSIONER
PCT #3, R.R. "Dick" HUBERT - COUNTY COMMISSIONER PCT #4,
BARBARA MIDDLETON - COUNTY CLERK & SHIRLEEN COWEN - ASSISTANT
COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES
WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON 10:00 A.M.

JOHN McDOWELL GAVE THE OPENING PRAYER.

2. PUBLIC COMMENTS:

A. IRA GERTSENSLAGER ASKED FOR HELP IN DETERMINING IF A CERTAIN
ROAD NEAR HIS HOME IS A PRIVATE ROAD OR PUBLIC ROAD.
COMMISSIONER PURVIS SAID HE WOULD FIND OUT AND CALL HIM BACK.

3. INFORMATIONAL REPORTS:

- A. COMMISSIONER SMITH REPORTED ON THE HOUSTON LIVESTOCK SHOW &
RODEO & YOUTH PARTICIPANTS FROM POLK COUNTY. THE TRINITY
NECHES LIVESTOCK SHOW & RODEO WILL BE STARTING THIS TUESDAY
MARCH 13th THROUGH THURSDAY - MARCH 14th AND WILL CLOSE WITH A
BAR-B-QUE AND AUCTION SALE ON FRIDAY - MARCH 15th.
- B. COMMISSIONER HUBERT REPORTED THAT A PERSON LIVING IN HIS
PRECINCT WON 8-MILLION DOLLARS LAST WEEK-END.
- C. JOHN McDOWELL- EMERGENCY MANAGEMENT GAVE A 911-UPDATE
STATING THE COMPLETION DATE OF APRIL 8, 2002. THE U.S. POST OFFICE
IS NOW IN THE PROCESS OF CHANGING ALL THE RURAL ADDRESSING TO
STREET ADDRESSES.
- D. COMMISSIONER WILLIS REPORTED THAT PRECINCT #1 IS ALL MOVED INTO
HIS NEW OFFICE BUILDING. HE THANKED DON MAXWELL-MAINTENANCE
DEPT. & HIS STAFF FOR ALL THEIR HARD WORK IN FINISHING THE
PROJECT.
- E. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."Buddy" PURVIS, TO
APPROVE THE "RESOLUTION" DESIGNATING NATIONAL AGRI-
CULTURAL WEEK IN POLK COUNTY.
ALL VOTING YES. (SEE ATTACHED)

F. COUNTY CLERK GAVE REMARKS REGARDING PRIMARY ELECTION DAY RESULTS AFTER 7:00 PM TONIGHT. THE LOCAL RACES WILL BE POSTED IN THE DISTRICT COURTROOM ON THE OVERHEAD PROJECTOR. THE PARTY CHAIRMEN WILL BE RESPONSIBLE FOR CALLING THE LOCAL RADIO AND TV STATIONS.

4. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF MINUTES FOR FEBRUARY 26, 2002 (REGULAR) MEETING.
ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF INTERLOCAL AGREEMENTS FOR PLATTING / PERMITTING AUTHORITY WITHIN EXTRA TERRITORIAL JURISDICTIONS.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF MANDATED MEDICAL PROVIDER APPOINTMENTS FOR COUNTY INDIGENT HEALTH CARE PROGRAM.
ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF MEDICAL SERVICES AGREEMENT WITH MEMORIAL MEDICAL CENTER-LIVINGSTON, RELATING TO INDIGENT HEALTH CARE.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVE THE "RESOLUTION" APPROVING COUNTY PARTICIPATION IN THE "COUNTY MANAGEMENT SYSTEM PROGRAM" SPONSORED JOINTLY BY THE STATE COMPTROLLER AND THE COUNTY JUDGES & COMMISSIONERS ASSOCIATION.
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVE RESOLUTION AND INTERLOCAL PARTICIPATION AGREEMENT FOR THE COUNTY INFORMATION RESOURCES AGENCY.
ALL VOTING YES. (SEE ATTACHED)
24. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF INTERLOCAL AGREEMENT WITH TRINITY RIVER AUTHORITY FOR COUNTY PROVISION OF LAW ENFORCEMENT / SECURITY SERVICES.
ALL VOTING YES. (SEE ATTACHED)
25. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO APPROVE THE "ORDER" PROVIDING FOR EXEMPTION OF CERTAIN TRAVEL TRAILERS FROM ADVALOREM TAX.
ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY BOB WILLIS, SECONDED BY R.R. "Dick" HUBERT, APPROVAL TO ACCEPT THE BID #2002-06 "SALE OF PCT #1 - SURPLUS OFFICE TRAILER" IN THE AMOUNT OF \$ 1501.00 FROM JOHNNY MYERS.
ALL VOTING YES.
11. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES:
PRECINCT #2: Lot 6, Block 11, Impala Woods, Sec #1; Cause #97-115, and Lot 10, Block 22, Impala Woods, Sec #2; Cause #97-081.
ALL VOTING YES.
12. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVE THE APPOINTMENTS OF JUDGE THOMPSON AND BOBBY SMITH AS THE COUNTY OFFICIALS TO SERVE ON DETCOG BOARD OF DIRECTORS.
ALL VOTING YES.
13. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO APPROVE PCT #3 - PERMANENT ROAD FUND EXPENDITURES OF \$51,733.72, FOR BARNUM LOOP, UNION SPRINGS ROAD & OLD HWY-35.
ALL VOTING YES.
14. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL TO ACCEPT A PORTION OF HAYFIELD RANCH ROAD FOR COUNTY MAINTENANCE, PRECINCT #3.
ALL VOTING YES.
15. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE RENEWAL OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR AUTOPSY SERVICES.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVE THE COUNTY CLERK'S REQUEST FOR APPROVAL OF EARLY VOTING SCHEDULE FOR PRIMARY RUN-OFF ELECTION ON APRIL 9, 2002.
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF BUDGET REVISIONS #2002 - 011(a).
ALL VOTING YES. (SEE ATTACHED)
19. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE (PLUS ADDENDUMS).
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
2-25-2002	\$ 6,976.00	378
2-25-2002	\$ 101.24	167988
2-26-2002	\$ 162.00	493

2-26-2002	\$ 38,995.27	167989 - 168021
2-27-2002	(-75.00)	Void Ck #167838
2-27-2002	(- 147.80)	Void Ck #167905
2-27-2002	\$ 2,500.00	168022
DATE	AMOUNT	CHECK NUMBERS
2-28-2002	\$ 250,000.00	Electronic Transfer - Investments
2-28-2002	\$ 247,262.18	Electronic Transfer - Payroll
2-28-2002	\$ 186,026.02	168023 - 168033
2-28-2002	\$ 13,932.07	168034 - 168050
3-04-2002	\$ 61,157.26	168051 - 168065
3-05-2002	\$ 97,316.83	168066 - 168218
3-06-2002	\$ 80,384.88	168219 - 168231
3-07-2002	\$ 2,969.12	168232 - 168370
3-08-2002	\$ 54,029.06	168371 - 168389
3-01-2002	\$ 112.89	494
3-01-2002	\$ 4,695.47	379
3-08-2002	(-124.65)	Void Ck #167434
3-08-2002	(- 6.28)	Void Ck #167843
3-08-2002	(-19.00)	Void Ck #167597
3-08-2002	\$ 650.15	707 - 709
3-08-2002	\$ 3,000.00	1025
3-11-2002	\$ 214.00	495
3-12-2002	\$ 171,375.63	Addendum To appear on future schedule
Total	\$1,221,485.34	

20. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY R.R. "Dick" HUBERT,
TO APPROVE PERSONNEL ACTION FORMS (REVISED) LIST.
ALL VOTING YES. (SEE ATTACHED)

18. CONSIDERATION FOR BUDGET AMENDMENTS: (#2002-11)

(A) Motioned by Bobby Smith, seconded by James J."Buddy" Purvis to approve
Emergency Management request for \$6,816.63 for additional SLA 50 revenue
to extend budgeted hours of part time staff for a temporary period for (911)
conversion process.

All Voting Yes.

- (B) Motioned by Bob Willis, seconded by Bobby Smith, approve the creation of District Attorney Capital Trial Grant Fund for recording of revenue & expense of state grant funding for Penry trial expense.
All Voting Yes.
- (C) Motioned by Bobby Smith, seconded by James J. "Buddy" Purvis, to approve increase (from fund balance) for the Psychological Evaluation line item (010-435-405 presently at \$6000.00) due to unanticipated exam expenditures.
All Voting Yes. (See attached)

- 21. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."Buddy" PURVIS, APPROVAL OF AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR COUNTY SUPPORT AND SPONSORSHIP OF THE GULF COAST STRATEGIC HIGHWAY SYSTEM.
ALL VOTING YES. (SEE ATTACHED)
- 22. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE DESIGNATION OF THE BOYS & GIRLS CLUB OF POLK COUNTY AS BEING ELIGIBLE TO RECEIVE DONATIONS FROM JUROR'S.
ALL VOTING YES.
- 23. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVE THE APPOINTMENT OF RALPH C. CAIN AS RESERVE DEPUTY CONSTABLE PRECINCT #1, AND TO APPROVE BOND OF APPOINTED RESERVE DEPUTY.
ALL VOTING YES.
- 26. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS, APPROVAL TO ADJOURN COURT THIS 12th DAY OF MARCH, 2002 AT 11:15 AM.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\barbaraM\COMM. COURT\COMMCRT.2002\MARCH12.wpd

COPY

#3 (a)



RESOLUTION

State of Texas §
 § In Official Recognition of
 County of Polk § **National Agriculture Week in Texas and Polk County**

WHEREAS, the week of March 17 to 23, 2002 is NATIONAL AGRICULTURE WEEK in Texas, as proclaimed by Texas Agriculture Commissioner Susan Combs; and

WHEREAS, throughout history, the vast resources of Texas land have been confirmed, with agriculture surrounding our daily lives on farms and ranches, in chemistry, communications, rural economics, international business and satellite and computer technologies; Each and every Texas has a vital stake in agriculture; and

WHEREAS, Texas farmers and ranchers have made agriculture the second largest industry - generating \$80 billion for the state's economy annually. The Lone Star State leads the nation in the number of farms and ranches, with almost 80 percent of Texas land involved in some form of agricultural production; including livestock, crops, aquaculture, horticulture and forestry; and

WHEREAS, Texas agriculture produces large quantities of high quality food and fiber, and plays a major role in health and nutrition as well as in water conservation - rural economic development - global trade - and the preservation of the environment; and

WHEREAS, agriculture is an industry that continues to meet the ever-increasing needs of consumers in Texas and around the world.

NOW, THEREFORE, BE IT RESOLVED that this Commissioners Court hereby declares the week of March 17 to 23, 2002 as National Agriculture Week in Polk County, Texas and urges the citizens of Polk County to learn more about the role of agriculture and to share that knowledge with the young people of our area. Further, this Court recognizes the farmers, ranchers and their families who contribute so much to this county, this state, this nation and the world.

RESOLVED AND SIGNED this 12th Day of March, 2002.



John P. Thompson
 County Judge, Polk County, Texas

Attest:

 Barbara Middleton, County Clerk

**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE MUNICIPALITY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.**

This Agreement is made by and between the City of Livingston, a municipality located within Polk County, Texas (hereinafter "the City") and Polk County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

- 2.1** The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2** In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.
- 2.3** In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within the extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.
- 2.4** As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5** The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6** The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
- 2.7** This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Polk County, Texas on the _____ day of _____, 2002.

For the County

AGREED to and ADOPTED by governing body of City of Livingston on the _____ day of _____, 2002:

For the City

#5

**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE COUNTY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.**

This Agreement is made by and between the City of Onalaska, a municipality located within Polk County, Texas (hereinafter "the City") and Polk County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within the extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within the extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Polk County, Texas on the ____ day of _____, 2002.

For the County

AGREED to and ADOPTED by governing body of City of Onalaska on the ____ day of _____, 2002:

For the City

#6

POLK COUNTY INDIGENT HEALTHCARE PROGRAM
MANDATED MEDICAL PROVIDER APPOINTEES

As an amendment to its Mandated Provider Policies, Polk County Commissioners Court elects to appoint Primary Care Physicians (PCP) as "Mandated Providers" in accordance with Subtitle C. Indigent Health Care, Chapter 61, Indigent Health Care and Treatment Act, Subchapter A, section 61.030. A Mandated Provider shall remain Title XIX Medicaid-enrolled provider eligible. A "Mandated Provider" shall provide medically necessary services, excluding specific and limited services (attachment), to eligible county residents without obtaining county approval. Polk County's appointed "Mandated Providers" are:

Physicians

Dr. Raymond Luna & P. A. Louis Ambeaux - Livingston, Texas
Dr. Gary Randall & P. A. Shane Howett - Onalaska, Texas
Dr. V. P. Samuel & F. N. P. Robert H. Doan - Corrigan, Texas
Dr. M. Satish Mocherla & P. A. Douglas Nation - Livingston, Texas

Physician Assistants

These services must be medically necessary, provided by a P.A., under the direction of a M.D. or a D.O., and billed by and paid to the supervising physician, in accordance with the Texas Indigent Health Care Act.

Medically Necessary Services

Mandated Providers shall provide medically necessary services within the scope of their licenses, including hospital admissions, according to the Indigent Health Care Act. Patients needing specialized procedures will be referred to appropriate medical provider. The Mandated Provider will notify the Indigent Health Care Director/Designee of referrals, except where emergencies exist.

Prescription Medications

If medically necessary and appropriate Medical Provider will provide written prescriptions to patients. Medications are subject to limitations (three per month). Non-covered medications will be the responsibility of patient.

Patient Requirement

Polk County Indigent Health Care eligible residents will be required to obtain medically necessary services from Mandated Providers, except 1) in an emergency; 2) when medically inappropriate; or 3) when care is not available.

Compensation: Polk County Commissioners Court shall reimburse Mandated Providers for medically necessary services, including inpatient and radiology/pathology services, according to the Indigent Health Care Act. Mandated Provider charges must be billed, to County, on HCFA 1500 and to include CPT and service codes.

Relationship and Indemnification of Parties

The relationship of the parties under this Agreement is solely that of independent contractors. Nothing in this Agreement shall constitute, be construed to be, or create a partnership, joint venture, or employment relationship between the parties hereto or any of their contractors.

County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of County or Provider or others under County's and Provider's supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

Term and Termination: The Polk County Commissioners Court appointment will remain in full force and effective for a period of twelve months and automatically renew subsequently in twelve months term. In the event either party, with or without cause, at any time, shall give to the other party at least 30 (thirty) days advance written notice, this appointment shall terminate on the future date specified in such notice.

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party and copied to the Director of Polk County Indigent Health Care.

THEREFORE, BE IT ORDERED that Polk County Commissioners Court, upon acceptance by the Medical Provider does hereby appoint the named Medical Provider as a Polk County Indigent Health Care Mandated Provider, as described by the Indigent Health Care Act. This appointment will supersede previous Medical Provider appointments and remain in effect until further action by Commissioners Court.

ADOPTED THIS THE _____ DAY OF _____,
2002.

ACCEPTED:

Mandated Medical Provider

Judge John Thompson
County Judge

Date

Date

Specific Exclusions to Basic Services

Specific
Exclusions

The following specific services or supplies are excluded from basic and department approved optional health care services:

- separate payments for services and supplies to an institution that receives a vendor payment or has a reimbursement formula that includes the services and supplies as a part of institutional care;
 - more than 30 days of inpatient hospital or skilled nursing facility care, or a combination of both, per year;
 - whole blood or packed red cells available at no cost to the patient;
 - take-home items and drugs or non-prescribed drugs;
 - treatment of flatfoot conditions, subluxations of the foot, and routine foot care and hygiene, including cutting or removal of corns, warts, calluses, and nail trimming;
 - prosthetic and orthotic devices;
 - recreational therapy;
 - social and educational counseling;
 - custodial care (except for skilled nursing facility care);
 - autopsies;
 - separate fees for completing or filing a claim under the program;
 - services or supplies that are not reasonable and necessary for diagnosis and/or treatment;
 - dentures;
 - prescriptions for and the cost of supportive devices and special shoes;
 - eyeglasses and examinations for the prescription and fitting of eyeglasses, unless department approved as an optional health care service;
 - hearing aids;
 - medical transportation;
 - chiropractors.
-

Limited Services (continued)

Limited Services **Exclude** the following services and supplies from basic and department approved optional health care services unless the specified conditions are met.

- Services or supplies provided in connection with cosmetic surgery unless they are:
 - required for the prompt repair of an accidental injury;
 - required for improvement of the functioning of a malformed body member; or
 - authorized for specific purposes by the county or its designee before the services or supplies are received.
- Routine circumcision if the patient is more than three days old unless it is medically necessary. Circumcision is covered during the first three days of a newborn's life.
- A private inpatient hospital room unless a patient:
 - has a critical or contagious illness;
 - is disturbing other patients, and this is documented; or
 - is admitted on an emergency basis, and other rooms are not available.
- Dental care unless the service is covered as a physician service when provided by a licensed physician, and the dentist can provide the service within the scope of his license. Exception: See Optional Services, pages 16 - 18.
- Podiatric care unless the service is covered as a physician service when provided by a licensed physician, and the podiatrist can provide the service within the scope of his license.
- Ambulation aids and other durable medical equipment and supplies unless they are provided in a hospital setting or a skilled nursing facility. Exception: See Optional Services, pages 16 - 18.
- Parenteral hyperalimentation therapy as an outpatient hospital service unless the service is considered medically necessary to sustain life. Hyperalimentation administered as a nutritional supplement is not covered in the program.
- Abortions are not covered unless the attending physician certifies in writing that, in his professional judgement, the mother's life would be endangered if the fetus is carried to term.

Limited Services (continued)

- Limited Services (continued)**
- Alcohol and drug abuse treatment services unless provided in a Texas Title XIX Medicaid-enrolled acute care hospital and the hospital admission is medically necessary for treatment of a physical condition other than alcohol or drug abuse.

The treatment of a physical condition would be the primary diagnosis listed in box 67 of the UB-92.

- Alcohol and drug detoxification treatment alone, unless:
- the patient is admitted to a Texas Title XIX Medicaid-enrolled acute care facility;
- the physician determines hospital admission is medically necessary; and
- the hospital stay does not exceed 5 days.

Services of a physical therapist or certified registered nurse anesthetist (CRNA) unless billed as a physician service by a M.D. or a D.O. or billed as a hospital inpatient/outpatient service by a Texas Title XIX Medicaid-enrolled acute care hospital. Exception: See Optional Services, pages 12 - 14.

Psychiatric Services Limitations

Inpatient psychiatric services are covered only if provided in a Texas Title XIX Medicaid-enrolled acute care hospital. (Those listed in Appendix II).

Any psychiatric services or supplies provided to a patient who is not confined as a bed patient in a hospital cannot exceed 30 visits during a calendar year. The county may choose to exceed this limit upon county review of an individual patient's case; and the expenditures would be creditable.

To be creditable, the services of a psychologist must be performed under the supervision or direction of a physician and billed by a physician or a Texas Title XIX Medicaid-enrolled acute care hospital.

Outpatient psychiatric services performed by a psychiatric nurse or other nurse, a mental health worker, or a social worker are excluded. Exception: See Optional Services, pages 16 - 18.

Limited Services (continued)

Hysterectomies Medically necessary hysterectomies are covered if Form 107, Hysterectomy Acknowledgment Statement (or an equivalent statement), is signed by the patient before the surgery and attached to the bill.

The Hysterectomy Acknowledgment Statement must specify that the patient has been informed orally and in writing that the hysterectomy will render the patient unable to bear children.

The Hysterectomy Acknowledgment Statement may be waived only if one of the following conditions apply:

- The physician documents that the patient is:
 - previously sterile;
 - postmenopausal;
 - or congenitally unable to bear children.
 - One of the following CPT code modifiers on the bill is documentation that the patient is previously sterile, postmenopausal, or congenitally unable to bear children:
 - PS (previously sterile)
 - PM (postmenopausal)
 - An emergency situation is clearly documented on the bill.
 - An emergency situation exists if the situation is a life-threatening emergency; or the patient has severe vaginal bleeding uncontrollable by other medical or surgical means; or the patient is comatose, semi-comatose, or under anesthesia.
 - If the performing physician determined that a statement prior to surgery is not possible, documentation on the bill or attached to the bill must clearly state that one or more of the above conditions existed.
-

#7

MEDICAL SERVICE AGREEMENT

This Medical Service Agreement, effective as of the _____ day of _____, 2002, is by and between Memorial Medical Center of East Texas ("hospital") and Polk County, Texas ("County"), a political subdivision of the State of Texas. This agreement is for provision of hospital services by Memorial Medical Center-Livingston and Memorial Medical Center-Lufkin to "County eligible residents" and designates "Hospital" as the mandated primary medical facility provider for County, with eligibility criteria set forth by Polk County Commissioners Court.

MANDATED PROVIDER

In reference to this instrument, a mandated provider is defined according to the Indigent Healthcare Act as a provider selected by a County that agrees to provide available health care services to eligible County residents. This designation relieves the Hospital from providing the "five day notification letter" to County.

I. SERVICES

- a. Hospital agrees to provide available medical services to qualified County eligible residents at Memorial Medical Center-Livingston. Outpatient, emergency room and inpatient hospital services will be rendered including but not limited to appropriate diagnostic, laboratory, radiology, and therapeutic services. During the hospital discharge procedures Hospital, if medically appropriate, will refer patient to the designated Primary Care Provider (PCP), as set forth by County, for continuity of care. At the request of County, Hospital will provide appropriate discharge summaries and consultation reports concerning medical services rendered to County Eligible Resident. All services rendered will be based upon "medically necessary" determination according to Chapter 61 of the Health and Safety Code-Indigent Healthcare Act.
- b. All medically necessary inpatient services will be administered, by Hospital to achieve patient stabilization, enabling hospital transfer or appropriate hospital discharge.

II PATIENT TRANSFER

- a. In the event Memorial Medical Center-Livingston Hospital is unable to provide medically necessary services and upon patient stabilization, patient will be transferred to Memorial Medical Center of East Texas-Lufkin for immediate and medically necessary treatment. In the event Memorial Lufkin Hospital is unable to provide treatment, appropriate transfer will be made to UTMB-Galveston.
- b. All transfers require appropriate physician to physician referrals. Transfers to another facility will be based upon availability of resources and services.
- c. The treating physician for Hospital will contact the referred facility medical faculty staff to determine facility's acceptance of patient and agree on the stability of patient prior to actual transfer.
- d. Medical reports will be forwarded to the referring facility at the time of transfer.

III PRESCRIPTION MEDICATIONS

- a. Prescription medications will be administered to patient as medically necessary and in accordance with Hospital pharmacy policy during the administering of inpatient and/or outpatient emergency services to County Indigent Healthcare Eligible County residents.
- b. If medically necessary and applicable and during Hospital discharge of patient, County will provide medication subject to the limitations of the County Indigent Healthcare policy.
- c. Medications not covered under the County Indigent Healthcare policy, will be the responsibility of patient.

IV COMPENSATION**a. Invoice billing**

Hospital(s) shall invoice County using forms UB-92 (outpatient/inpatient) HCFA 1500 (emergency room physician) services. Form UB-92 will include DRG codes.

b. Reimbursement

County shall reimburse Hospital 45% of its usual and customary charges for outpatient services, excluding disallowed charges, and DRG (Diagnostic Related Group) hospital Medicaid reimbursement rate as specified for Memorial Medical Center of East Texas for inpatient services. Emergency Room Physician reimbursements will be payable by CPT and Service codes. If requested by County, Hospital will provide County Medicaid DRG Rate information.

V TERM AND TERMINATION OF AGREEMENT

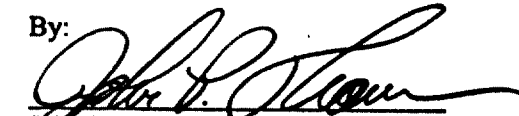
- a. Term. This agreement will remain in full force and effect for period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein.
- b. Optional Termination. In the event either party shall, with or without cause, at any time give to the other party at least 30 (thirty) days advance written notice, this Agreement shall terminate on the future date specified in such notice.
- c. Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested.

Executed on this _____ day of _____, 2002

Polk County, Texas

Memorial Medical Center of East Texas

By:


 John P. Thompson
 County Judge

By:

ATTEST:


 County Clerk

MEDICAL SERVICE AGREEMENT

This Medical Service Agreement, effective as of the _____ day of _____, 2002, is by and between Memorial Medical Center of East Texas ("hospital") and Polk County, Texas ("County"), a political subdivision of the State of Texas. This agreement is for provision of hospital services by Memorial Medical Center-Livingston to "County eligible residents" and designates "Hospital" as a mandated provider for County, with eligibility criteria set forth by Polk County Commissioners Court.

MANDATED PROVIDER

In reference to this instrument, a mandated provider is defined according to the Indigent Healthcare Act as a provider selected by a County that agrees to provide available health care services to eligible County residents. This designation relieves a Mandated Provider from the "five day notification letter" to County.

I. SERVICES

- a. Hospital agrees to provide available medical services to qualified County eligible residents at Memorial Medical Center-Livingston. Outpatient, emergency room and inpatient hospital services will be rendered including but not limited to appropriate diagnostic, laboratory, radiology, and therapeutic services. During the hospital discharge procedures Hospital, if medically appropriate, will refer patient to the designated Primary Care Provider (PCP), as set forth by County, for continuity of care. At the request of County, Hospital will provide appropriate discharge summaries and consultation reports concerning medical services rendered to County Eligible Resident. All services rendered will be based upon "medically necessary" determination according to Chapter 61 of the Health and Safety Code-Indigent Healthcare Act.
- b. All medically necessary inpatient services will be administered, by Hospital to achieve patient stabilization, enabling hospital transfer or appropriate hospital discharge.

II PATIENT TRANSFER

- a. In the event Memorial Medical Center-Livingston Hospital is unable to provide medically necessary services and upon patient stabilization, patient may be transferred to Memorial Medical Center of East Texas-Lufkin for immediate and medically necessary treatment. Memorial Medical Center of East Texas will be received from County notification relating to the patient transfer. In the event Memorial Lufkin Hospital is unable to provide treatment, appropriate transfer shall be conducted to another facility for the medical treatment.
- b. All transfers require appropriate physician to physician referrals. Transfers to another facility will be based upon availability of resources and services.
- c. The treating physician for Hospital will contact the referred facility medical faculty staff to determine facility's acceptance of patient and agree on the stability of patient prior to actual transfer.
- d. Medical reports will be forwarded to the referring facility at the time of transfer.

III PRESCRIPTION MEDICATIONS

- a. Prescription medications will be administered to patient as medically necessary and in accordance with Hospital pharmacy policy during the administering of inpatient and/or outpatient emergency services to County Indigent Healthcare Eligible County residents.
- b. If medically necessary and applicable and during Hospital discharge of patient, County will provide medication subject to the limitations of the County Indigent Healthcare policy.
- c. Medications not covered under the County Indigent Healthcare policy, will be the responsibility of patient.

IV COMPENSATION

a. Invoice billing

Hospital(s) shall invoice County using forms UB-92 (outpatient/inpatient) HCFA 1500 (emergency room physician) services. Form UB-92 will include DRG codes.

b. Reimbursement

County shall reimburse Hospital as set forth by Chapter 61, of the Health and Safety Code-Indigent Health Care Act for outpatient, inpatient, and emergency room physician services.

V TERM AND TERMINATION OF AGREEMENT


- a. **Term.** This agreement will remain in full force and effect for period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein.
- b. **Optional Termination.** In the event either party shall, with or without cause, at any time give to the other party at least 30 (thirty) days advance written notice, this Agreement shall terminate on the future date specified in such notice.
- c. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested.

Executed on this _____ day of _____, 2002

Polk County, Texas

Memorial Medical Center of East Texas

By:


 John P. Thompson
 County Judge

By:

ATTEST:


 Barbara Middleton
 County Clerk

#8

COUNTY MANAGEMENT SYSTEM PROJECT RESOLUTION

WHEREAS, the Comptroller of Public Accounts will assist at least three counties in developing and implementing effective County Management Systems; and

WHEREAS, this effort will be coordinated with the County Judges and Commissioners Association of Texas; and

WHEREAS, this county, its elected officials, and taxpayers could benefit from this program to improve the operation of county government; and

WHEREAS, to be considered for this project, the Commissioners Court must request consideration by resolution;

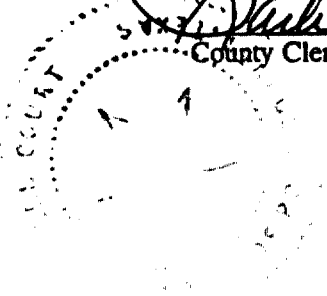
THEREFORE, BE IT RESOLVED that POLK County requests favorable consideration for participation in the County Management System Project.

READ AND ADOPTED this 12th day of MARCH, 2002 by a vote of ALL ayes and NO nays.


County Judge

Attest:


County Clerk



#9

**RESOLUTION SUPPORTING A UNITED VOICE FOR
TEXAS COUNTIES ON TECHNOLOGY ISSUES**

WHEREAS, TEXAS COUNTIES provide essential services to all Texas residents and serve the State and Federal Government by implementing their programs on the local level and by providing them with required data and other information; and

WHEREAS, federal and state governments are re-engineering government operations and services to incorporate current technology and are aggressively moving to mandate local government participation in these technology changes; and

WHEREAS, the concerns and contributions of counties, as well as the efficient and effective use of public resources in this re-engineering effort, are often ignored because of the lack of centralized coordination and planning; and

WHEREAS, counties desire to be an equal partner with the state in governmental technology initiatives for Texas residents but often lack the financial resources and technical expertise to individually address the challenge; and

WHEREAS, even counties that have adequate resources and expertise have difficulty dealing with the multiple agencies and programs; and

WHEREAS, the County Information Resources Agency (CIRA) was created from recommendations of the Texas Association of Counties e-County Task Force to act as a coordination entity to work with state and federal agencies in the planning and deployment of new programs involving the use of technology; and

WHEREAS, the County Information Resources Agency will provide a central technology information resource for county government;

WHEREAS, the County Information Resources Agency will make county government a major player in the technological evolution of Texas, therefore

BE IT RESOLVED, that the commissioner's court of POLK County declares that the development of an equal partnership between the state and counties for the planning and implementation of technology applications for governmental operations is essential to the effective use of governmental resources; and

BE IT FURTHER RESOLVED, that the commissioners court of POLK County hereby declares its support for uniting Texas counties in an effort to obtain appropriate recognition and resources to address the growing challenge of technology through membership in the County Information Resources Agency.

Resolved and Adopted this 12th day of March, 2002.

By the Polk County Commissioners Court


John P. Thompson, County Judge

Attest:


Barbara Middleton, County Clerk

COUNTY INFORMATION RESOURCES AGENCY

Interlocal Participation Agreement

This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned local government or other political subdivision of the State of Texas, acting through its governing body, and the County Information Resources Agency ("CIRA), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other local government or political subdivision having membership in CIRA.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties

and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

WHEREAS, several counties previously have joined together by interlocal agreement to create CIRA to administer their collective efforts concerning information and technology; and

WHEREAS, the bylaws of the CIRA authorize its Board of Directors to establish the terms of an Interlocal Participation Agreement which governs the terms of membership in the Agency;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of allowing the undersigned local government or other political subdivision to join the County Information Resources Agency, pursuant to the terms and conditions set forth below. As provided in the Original Interlocal Agreement, CIRA was created to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, mini processors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity or political subdivision that either joined to create CIRA through the Original Interlocal Agreement or has joined CIRA by executing an Interlocal Participation Agreement, including this Agreement.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.⁵

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
- b. planning and feasibility studies;
- c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;

- d. establishing software, hardware and data standards;
- e. technical assistance, training and education;
- f. seeking grants and other funding sources for Members' information resources and technologies;
- g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
- h. cooperative or joint procurement of products, goods and services;
- i. coordinating with the efforts of State and Federal agencies;
- j. purchasing or creating shared applications;
- k. geographic information systems and data;
- l. data processing services; and
- m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.

2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.

3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.

4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member.

7. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

8. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

9. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government or political subdivision, as defined herein, by the execution of an Interlocal Participation Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, administrative fees, or other sources.

7.01. Current Revenue

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided below.

9.01. Applicable Law

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

10.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

a. The County Information Resources Agency (CIRA) is governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein. Approval of this agreement constitutes approval of the bylaws.

b. It is the intention of the Members that CIRA have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c. The CIRA Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement. The Board shall also have the authority to develop and approve additional Interlocal Participation Agreements that allow for access to services of and/or membership in CIRA, and may also amend the form and substance of any such Interlocal Participation Agreement at any time, provided, however, that any such amendments will be effective only prospectively, and will not operate to unilaterally amend any agreement previously reached with any Member.

d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution.

This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment

Subject to the provisions of Section 11.01(c), this Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce

The County Information Resources Agency and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices.

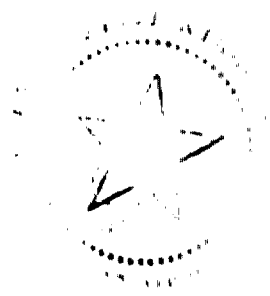
All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The County Information Resources Agency
% The Texas Association of Counties
1204 San Antonio
Austin, Texas 78701

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned local government or other political subdivision have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Polk County on the 12 day of March, 2002, and executed by the undersigned authorized member of its governing body:

Name: *John P. Thompson*
Title: County Judge. John P. Thompson



AGREED to by the County Information Resources Agency on the _____
day of _____, 2002.

For the County Information Resources Agency

AGENCY COORDINATOR DESIGNATION

The Member hereby assigns and designates the following individual as the
Agency Coordinator as required by this Agreement and Bylaws:

Printed Name: John P. Thompson

Title: County Judge

Address: Polk County Courthouse, 3rd. Floor
101 W. Church
Livingston, Texas 77351

Phone No.: (936) 327-6813

E-Mail: polkcountyjudge@hotmail.com

**INTERLOCAL CONTRACT
FOR PERFORMANCE OF AUTOPSIES**

In order to increase the efficiency and effectiveness of local government pursuant to the Interlocal Cooperation Act, Sections 791.001 - 791.032, Government Code, **HARRIS COUNTY** and **POLK COUNTY**, each being a county of the State of Texas, contract and agree that Harris County will provide certain governmental functions or services described in this Agreement to Polk County through the Office of the Harris County Medical Examiner ("the Harris County Medical Examiner") in exchange for the consideration described below.

RECITALS OF PURPOSE:

Pursuant to Article 49.25, Code of Criminal Procedure, Harris County has established and maintains the office of medical examiner;

Pursuant to Article 49.04, Code of Criminal Procedure, in counties with no medical examiner, a justice of the peace is required to conduct an inquest into the death of a person who dies in the county under certain circumstances;

Pursuant to Article 49.10, Code of Criminal Procedure, if the justice of the peace determines that an autopsy is necessary, he or she must request a physician to perform the autopsy; and

Polk County would like to be able to request the services of the Harris County Medical Examiner to perform autopsies on persons who died in Polk County and to provide sworn testimony in connection with any inquest by a Justice of the Peace or any criminal investigation or prosecution conducted by a prosecuting attorney.

TERMS, RIGHTS, AND DUTIES OF THE CONTRACTING PARTIES:

I.

DURATION OF AGREEMENT

The term of this Agreement begins on April 1, 2002 and ends on March 31, 2003 unless terminated in accordance with its provisions.

II.

PUBLIC HEALTH AND WELFARE SERVICES

A. Autopsies. If a justice of the peace in Polk County determines pursuant to Article 49.10, Code of Criminal Procedure, that an autopsy is necessary on a person who has died in Polk County, the Justice of the Peace may request the Harris County Medical Examiner to perform the autopsy. Each autopsy request must be (1) in writing, (2) accompanied by an order signed by the justice of the peace that an autopsy be performed on the deceased person, and (3) include a request for chemical analysis to determine cause of death as deemed appropriate by the Harris County Medical Examiner. Each

autopsy request shall be directed to "The Office of the Harris County Medical Examiner". Autopsies performed will be performed under the administrative control and direction of the Harris County Medical Examiner and shall encompass the duties that are customarily performed by one holding the position of County Medical Examiner when performing an autopsy pursuant to Chapter 49 of the Texas Code of Criminal Procedure. The Harris County Medical Examiner shall have the discretion to decline any specific request for autopsy.

Before a deceased person's body can be accepted by the Harris County Medical Examiner, each autopsy request must also be accompanied by a legible copy of (1) a fully completed informational form titled "Harris County Medical Examiner Investigative Report" (the most current version of which is attached), (2) the police report, *including scene photographs*, and (3) any hospital records. In addition, before a deceased person's body can be accepted for autopsy by the Harris County Medical Examiner, prior notice that the deceased person's body will be transported must be given by telephone, fax, or e-mail to the attention of the Chief Investigator of the Harris County Medical Examiner.

If the proper information is not provided, the Harris County Medical Examiner will refuse to accept the deceased person's body or will store the body until the missing information is provided by Polk County.

B. Chemical Analysis. The Harris County Medical Examiner shall conduct chemical analysis if considered appropriate for the autopsy to determine cause of death by poison or other chemical substance in the body pursuant to Article 49.11, Code of Criminal Procedure.

C. Testimony. Any Polk County justice of the peace or prosecuting attorney may request in writing that the Harris County Medical Examiner provide sworn testimony regarding the cause of death of a person autopsied.

D. Reports. Upon completion of an autopsy, the Harris County Medical Examiner shall send a report setting forth the findings in detail to the office of the Justice of the Peace who requested the autopsy. The Harris County Medical Examiner shall keep full and complete records in accordance with Article 49.25. § 11, Code of Criminal Procedure.

E. Training. A formal training presentation by the Harris County Medical Examiner will be made available periodically to criminal justice officials.

F. Other. For any autopsy performed, Harris County, acting through the Harris County Medical Examiner, agrees to furnish facilities, personnel, equipment, and supplies necessary to perform the autopsy.

G. No Transportation. Polk County shall have sole responsibility for transporting the deceased person to the Harris County Medical Examiner for autopsy and returning the body to Polk County upon completion of the autopsy. To preserve the complete chain of custody, the deceased person should be transported directly from the scene (e.g., with no interim storage by a funeral home), if possible.

III.
CONSIDERATION FOR SERVICES

A. Autopsy Fee. In consideration for the services provided by Harris County under this Agreement, Polk County shall pay Harris County the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) for each autopsy performed for Polk County. Polk County fully understands and agrees that once a case number is assigned and a person who has died in Polk County is delivered to the Harris County Medical Examiner pursuant to a request for autopsy, Polk County must pay the basic fee.

B. Special Tests. Polk County shall pay the reasonable cost to Harris County for any special tests requested or deemed appropriate by the Harris County Medical Examiner that are ordered from off-site laboratories, including, but not limited to, DNA tests, certain tests for identification purposes, and chemical analysis pursuant to Article 49.11, Code of Criminal Procedure.

C. Testimony. Polk County shall pay Harris County the additional sum of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per hour for the time spent by the Harris County Medical Examiner or assistants in providing sworn testimony in connection with an autopsy for Polk County, including travel time and any time spent waiting to provide sworn testimony.

D. Invoice. By the next business day following the first ten (10) days of the subsequent calendar month, Harris County agrees to submit to Polk County a written invoice requesting payment for the services performed under this Agreement during the preceding calendar month. Such invoice shall include the total number of autopsies performed for Polk County, the date or dates that the autopsies were performed, and the total amount due for services performed. Polk County shall pay the total amount of the invoice within thirty (30) days of the date the date Polk County receives the invoice. If Polk County fails to pay the full amount due within sixty (60) days of the date of the invoice, the Harris County Medical Examiner will refuse to receive or accept any additional cases or requests for autopsies from Polk County until all outstanding invoice amounts are paid in full.

E. Fair Compensation. Harris County and Polk County agree and acknowledge that the contractual payments in this agreement are reasonable and fairly compensate Harris County for the services or functions performed under this Agreement.

IV.
FUNDS

A. Current Funds. Polk County agrees and acknowledges that the contractual payments in this agreement by Polk County shall be made to Harris County from current revenues available to Polk County.

B. Certified Availability. Polk County has available and has specifically allocated SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00), as evidenced by a certification of funds by the Polk County Auditor. The total maximum payments that Polk County is obligated to make under this Agreement

shall not exceed the amounts that Polk County makes available from current funds for this Agreement, as evidenced by a certification of funds by the Polk County Auditor.

C. Overdue Payments. Polk County and Harris County understand that Chapter 2251 of the Texas Government Code applies to this Agreement, including overdue payments.

D. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of Polk County under Chapter 49 of the Texas Code of Criminal Procedure to pay for services provided by Harris County when the funds certified by Polk County are no longer sufficient to compensate Harris County for the services provided under this Agreement.

V. TERMINATION

A. Insufficient Funding. If Polk County defaults in the payment of any obligation in this Agreement, Harris County is authorized to terminate this Agreement without notice. In addition, in the event funds certified available by Polk County for this Agreement are no longer sufficient to compensate Harris County for the services provided under this Agreement, Harris County may immediately terminate this Agreement and Harris County shall have no further obligation to complete the performance of any services until Polk County certifies sufficient additional current funds. In the event funds certified available by Polk County for this Agreement are no longer sufficient to compensate Harris County for the services provided under this Agreement, Polk County Commissioners Court understands that it is free to consider whether to specifically allocate and certify as available any additional amounts reasonably necessary to fully discharge any and all liabilities that may reasonable be expected for any and all functions, services, or other things obtained from Harris County under this Agreement. Polk County agrees to immediately notify Harris County regarding any additional certification of funds by Polk County for this Agreement.

B. With Notice. It is understood and agreed that Harris County or Polk County may terminate this Agreement, with or without cause, prior to the expiration of the term set forth above upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination, Harris County shall submit its termination invoice showing the payments owing for the month in which termination occurs in the manner set out above for submitting monthly invoices.

VI. COMMUNICATIONS

A. Requests for Autopsy. Supporting paperwork and requests for autopsies by Polk County Justices of the Peace should be sent to the Harris County Medical Examiner as follows:

Prior notice that the deceased person's body will be transported must be given by telephone, facsimile, or e-mail to the attention of the Chief Investigator of the Harris County Medical Examiner:

Ph: 713-796-6814
Fax: 713-796-6842
email: harold_jordan@meo.co.harris.tx.us

The original JP Order and request should be sent to the Harris County Medical Examiner, 1885 Old Spanish Trail, Houston TX 77054. In exigent circumstances, the JP Order and request may be faxed on "fine" (or "high" resolution) setting to the attention of the Chief Investigator before the arrival of the deceased person's body.

B. Polk County. Any notice permitted or required to be given to Polk County by Harris County may be given by certified United States Mail, postage prepaid, return-receipt requested, addressed to Polk County at the following address:

Attn: County Judge
Commissioners Court of Polk County
(County Courthouse)
Livingston, Texas 77351

C. Harris County. Any notice permitted or required to be given by Polk County to Harris County may be sent by certified United States Mail, postage prepaid, return-receipt requested, addressed to Harris County at the following address:

Attn: County Judge
Commissioners Court of Harris County
Harris County Administration Building
1001 PRESTON ST., SUITE 911
HOUSTON, TEXAS 77002-1896

In addition, a copy of any notice or communication given by Polk County to Harris County must also be sent by Polk County to the Harris County Medical Examiner:

Fax: 713-796-6828
Attn: Chief of Staff
Harris County Medical Examiner
1885 OLD SPANISH TRAIL
HOUSTON TX 77054-2098

D. Notice Date. Any notice mailed as provided in this Agreement shall be deemed given and completed upon deposit in the United States Mail. Either party may designate a different address by giving the other party ten days' written notice.

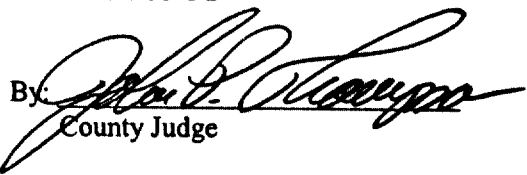
VII.
MISCELLANEOUS

This instrument contains the entire Agreement between the counties relating to the rights granted and the obligations assumed. This Agreement cannot be changed except by a written subsequent modification authorized by both counties. Any oral representation or modification concerning this Agreement shall be of no force or effect. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized by both Counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

HARRIS COUNTY

POLK COUNTY

By: 
ROBERT ECKELS
County Judge

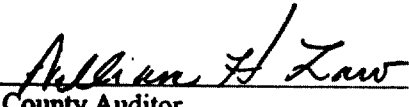
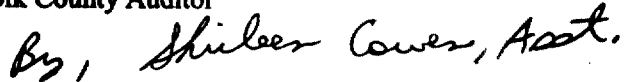
By: 
County Judge

Date signed: FEB 26 2002

Date signed: 3/12/02


CERTIFICATION OF FUNDS


Pursuant to § 111.093 of the Local Government Code, I certify that funds are available in the amount of \$6,000.00 to pay the obligations of Polk County under this Agreement.


Polk County Auditor
By,  Shilene Cowen, Asst.

APPROVED:

APPROVED AS TO FORM:

By: 
Joye M. Carter, M.D., FCAP
Harris County Medical Examiner

MIKE STAFFORD
Harris County Attorney

By: _____
Clyde R. Leuchtag
Assistant County Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on FEB 26 2002, with the following members present:

Robert Eckels County Judge
El Franco Lee Commissioner, Precinct No. 1
James Fonteno Commissioner, Precinct No. 2
Steve Radack Commissioner, Precinct No. 3
Jerry Eversole Commissioner, Precinct No. 4

and the following members absent: none,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
POLK COUNTY FOR THE PERFORMANCE OF AUTOPSY SERVICES BY THE OFFICE OF
HARRIS COUNTY MEDICAL EXAMINER**

Commissioner Lee introduced an order and moved that the Commissioners Court adopt the order. Commissioner Eversole seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote of the Court:

	Yes	No	Abstain
Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Fonteno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge of Harris County is authorized to execute the attached Interlocal Agreement with Polk County for the performance of autopsy services by the Office of Harris County Medical Examiner for certain deaths that occur in Polk County.

Presented to Commissioner's Court

FEB 26 2002

APPROVE _____

Recorded Vol _____ Page _____

#16

**BARBARA MIDDLETON
POLK COUNTY CLERK**

• P. O. DRAWER 2119 • LIVINGSTON, TEXAS 77351 •
Telephone (936) 327-6804 • Fax: (936) 327-6874

Date: MARCH 12, 2002

To: John P. Thompson
County Judge
& Commissioners' Court

**EARLY VOTING
for
REPUBLICAN & DEMOCRATIC
PRIMARY "RUN-OFF - APRIL 9, 2002"**

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED

APRIL 1, 2002 through APRIL 5, 2002

LOCATION: LIVINGSTON ~ MAIN COURTHOUSE LOBBY

MONDAY - FRIDAY APRIL 1, 2002 to APRIL 5, 2002
8:00 AM to 5:00 PM

LOCATION: ONALASKA SUB-COURTHOUSE **


and

CORRIGAN SUB-COURTHOUSE **

MONDAY - FRIDAY APRIL 1, 2002 to APRIL 5, 2002
8:00 AM to 5:00 PM

** SPECIAL NOTICE: Onalaska & Corrigan will be closed each day one hour for LUNCH.....

****DISTANCE MARKERS: "ORDER"**
County Clerk is requesting APPROVAL by "ORDER" of the court
that all outside Distance Markers be approved for "30 Feet"
for ALL Early Voting locations.

Respectfully submitted,

Barbara Middleton, County Clerk

March 12, 2002

Budget Revision
#2002-11a

17
POLK COUNTY
By: Bill Law, County Auditor

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-455-351	Equipment Maintenance	11.00		Per Darrell Longino	1000.00	1011.00	11.00
010-455-315	Office Supplies		11.00	Per Darrell Longino	1250.00	1239.00	-11.00
010-511-573	Capital Outlay	8,891.00		Per Don Maxwell	10000.00	19490.00	9,490.00
010-511-450	Repair/Replacement/Bldgs		8891.00	Per Don Maxwell	1110000.00	101630.00	-9,370.00
010-512-460	Miscellaneous	275.00		Per Wyatt Cooksey	1000.00	2075.00	1,075.00
010-512-300	Uniforms		275.00	Per Wyatt Cooksey	7000.00	6725.00	-275.00
010-551-423	Mobil Phone/Pagers	110.00		Per Lester Tatum	500.00	810.00	310.00
010-551-427	Travel / Training		110.00	Per Lester Tatum	2500.00	2071.00	-479.00
010-560-428	Investigators Special Training	5,438.36		Per Billy Nelson	0.00	5438.36	5,438.36
010-342-505	Sheriff State Money	-438.36	5,438.36	Per Billy Nelson	-5000.00	-5438.36	-438.36
010-560-573	Capital Outlay	2,604.00		Per Bill Law	0.00	2604.00	2,604.00
010-560-422	Communications/Radio		2604.00	Per Bill Law	8000.00	5396.00	-2,604.00
010-630-573	Capital Outlay	7,000.00		Per Judge Thompson	0.00	7000.00	7,000.00
010-630-352	Computer supplies/expenses		7000.00	Per Judge Thompson	8954.40	1954.40	-7,000.00
015-469-100	Reimbursement for materials	-170.00		Per Comm Willis/ck from Chadwell	0.00	-63761.73	-63,761.73
015-421-839	Construction Materials	170.00		Per Comm Willis/ck from Chadwell	60500.00	124261.73	63,761.73
015-421-573	Capital Outlay	1,746.00		Per Comm Willis	0.00	1746.00	1,746.00
015-421-337	Materials/Supplies		1,746.00	Per Comm Willis	13000.00	14746.00	1,746.00
		<u>25,637.00</u>	<u>26,075.36</u>	Difference due to revenues			

*next
of*

*next
of*

Approved By: 
Date: 3/12/02

March 12, 2002

Budget Amendment
#2002-11
FY02

POLK COUNTY
By: Bill Lew, County Auditor

#18

Fund Account	Description	Increase	Decrease	Comments	Budget	Amended Budget	Net Change
✓ 010-435-405	Psychological Evaluations	20,000.00	20,000.00	Per Bill Law	6,000.00	26,000.00	20,000.00
✓ 010-271-000	General Fund Balance			Per Bill Law			
next October	Capital Outlay	241,176.00		Record Time Warrant for cars	0.00	241,176.00	241,176.00
010-560-573	Vehicle Repair	32,670.00		Record Warranty on new vehicle	40,000.00	72,670.00	32,670.00
010-390-561	Loan Proceeds	-248,646.00		Rec Time Warrant for new cars	0.00	-248,646.00	-248,646.00
010-370-150	Sale of assets	-25,200.00		Record Trade in's for Sheriff dept cars	0.00	-25,200.00	-25,200.00
✓ 010-895-108	Part Time Salary	6,816.63		Per John McDowell / SLA/50 funds	26,937.45	33,754.08	6,816.63
✓ 010-330-686	EMA Assistance (SLA/50)	-6,816.63		ct from State Comptroller / SLA/50 Money	0.00	-6,816.63	-6,816.63
✓ 047-330-575	State Revenue	-100,000.00		Per Bill Law / Capital Trial	0.00	-100,000.00	-100,000.00
✓ 047-475-405	Expert Witness Fees	80,000.00		Per Bill Law / Capital Trial	0.00	80,000.00	80,000.00
✓ 047-475-427	Travel	20,000.00		Per Bill Law / Capital Trial	0.00	20,000.00	20,000.00
next November	DA Investigator Travel/Training	760.60		Per John Hollman	0.00	760.60	760.60
048-476-384	State Revenue- Investigator Training	-760.60		Per John Hollman	0.00	-760.60	-760.60
		<u>20,000.00</u>	<u>20,000.00</u>				

Approved By:



Date:

3/12/02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	6,976.00
TOTAL OF ALL FUNDS	6,976.00

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

W. H. LAM
COUNTY AUDITOR

John F. Thompson
JOHN F. THOMPSON
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	101.24
TOTAL OF ALL FUNDS	101.24

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	162.00
TOTAL OF ALL FUNDS	162.00

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

fy02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	30,184.73
015 ROAD & BRIDGE ADM	414.60
049 DISTRICT ACTY HOT CHECK FUND	712.45
051 AGING DEPT	5,429.52
090 DRUG FORFEITURE FUND	2,253.77
TOTAL OF ALL FUNDS	38,995.27

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



CHECK # 167838

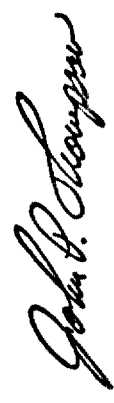
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02/27/2002 \$75.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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MAXWELL/ DON L.

CHECK # 167838

010-511-427 GENERAL FUND WACO, 75.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



CHECK # 167905

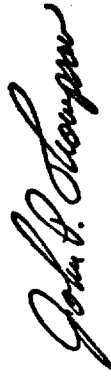
BANK ACCT: MAIN
02/27/2002 \$149.80
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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*****149 80

WACO HILTON
113 SOUTH UNIVERSITY PARK DR
WACO TX 76701

CHECK # 167905

010-695-427 GENERAL FUND CONF# 149.80
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



fy 01x

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,500.00
TOTAL OF ALL FUNDS	2,500.00

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

W. H. LAN



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

DATE 02/28/2002 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1
REF # VEN # VENDOR NAME AMOUNT
ACH243 FIRST STATE BANK \$250,000.00
TOTAL AMOUNT \$250,000.00

John P. Longman

fy 02

DATE 02/28/2002 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH244		FIRST STATE BANK	\$59,384.41
ACH245		POLK CO PAYROLL ACCT	\$187,877.77
TOTAL AMOUNT			\$247,262.18

John P. Thompson

fy 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	125,430.78
015 ROAD & BRIDGE ADM	30,551.34
027 SECURITY FUND	773.91
032 ENVIRONMENTAL SERVICES	321.96
048 DISTRICT ATTY SPECIAL FUND	122.28
049 DISTRICT ATTY NOT CHECK FUND	88.98
051 AGING DEPT	3,149.18
083 MUSEUM OPERATING FUND	96.88
101 ADULT SUPERVISION	15,430.06
108 CCP - SURVEILLANCE	2,018.47
109 SPECIALIZED CASELOAD CCF	768.48
184 JUVENILE PROBATION	1,342.08
185 CCAP - JUVENILE PROBATION	5,972.81
TOTAL OF ALL FUNDS	186,026.02

W. H. Law

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

July 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,826.32
015 ROAD & BRIDGE ADM	1,340.96
027 SECURITY FUND	55.00
032 ENVIRONMENTAL SERVICES	215.55
051 AGING DEPT	6,258.78
101 ADULT SUPERVISION	1,279.60
108 CCP - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	480.36
TOTAL OF ALL FUNDS	13,932.07

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

W. W. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten Signature]

[Handwritten Signature]

fy 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,458.71
015 ROAD & BRIDGE ADM	333.83
047 D/A CAPITAL TRIAL GRANT	18,887.58
051 AGING DEPT	1,257.22
TOTAL OF ALL FUNDS	61,937.34

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

W. H. Lam

W. H. LAM

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

By

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	54,809.95
015 ROAD & BRIDGE ADM	22,226.56
032 ENVIRONMENTAL SERVICES	1,068.71
051 AGING DEPT	8,821.25
061 DEBT SERVICE FUND	6,355.35
090 DRUG FORFEITURE FUND	4,235.01
TOTAL OF ALL FUNDS	97,316.83

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,700.23
015 ROAD & BRIDGE ADM	386.75
027 SECURITY FUND	60.00
049 DISTRICT ATTY HOT CHECK FUND	12.95
051 AGING DEPT	94.35
061 DEBT SERVICE FUND	70,642.37
088 JUDICIARY FUND	449.56
093 CO CLERK RECORDS MGMT FUND	12.95
101 ADULT SUPERVISION	25.78
TOTAL OF ALL FUNDS	80,384.88

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

By 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,427.43
088 JUDICIARY FUND	47.60
101 ADULT SUPERVISION	494.09
TOTAL OF ALL FUNDS	2,969.12

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

By

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	9,812.59
015 ROAD & BRIDGE ADM	573.99
061 DEBT SERVICE FUND	43,542.48
TOTAL OF ALL FUNDS	54,029.06

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

William H. Law

W. H. LAW

COUNTY AUDITOR

John F. Thompson

JOHN F. THOMPSON

COUNTY JUDGE

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	112.89
TOTAL OF ALL FUNDS	112.89

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



W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

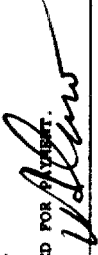


SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4,695.47
TOTAL OF ALL FUNDS	4,695.47

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

W. H. LAW



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ADDITIONAL

CHECK # 167434

BANK ACCT: MAIN 03/08/2002 \$124.65
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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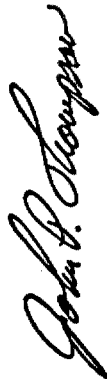
*****124 65

ANGELINA DIAGNOSTIC RADIOLOGY ASSOCIATES

P O BOX 152420
LUFKIN TX 75915-2420

CHECK # 167434

010-512-391 GENERAL FUND JAIL I 124.65
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



CHECK # 167843

BANK ACCT: MAIN 03/08/2002 \$4.28
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****6 28

NOTES HARDWARE & LUMBER

BOX 5962- US 59 SOUTH
LIVINGSTON TX 77351

CHECK # 167843

6.28

B17508

010-560-393 GENERAL FUND

*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



ADDITIONAL

ADDITIONAL

CHECK # 167597

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 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 BANK ACCT: MAIN
 03/08/2002 \$19.00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *****15 00

TEXAS AGRICULTURAL EXT. SERVICE
 FISCAL OFFICE
 PO BOX 10429
 COLLEGE STATION TX 77842

CHECK # 167597

010-665-315 GENERAL FUND AC1360 19.00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	650.15
TOTAL OF ALL FUNDS	650.15

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

W. H. LAW

William H. Law

COUNTY AUDITOR

JOHN F. THOMPSON

COUNTY JUDGE

John F. Thompson

ADDITIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
085 TDCP GRANT#719027-RD MATERIALS	3,000.00
TOTAL OF ALL FUNDS	3,000.00

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
051 AGING DEPT	214.00
TOTAL OF ALL FUNDS	214.00

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

William H. Law

 COUNTY AUDITOR

John P. Thompson

 COUNTY JUDGE

ADDITIONAL

Addendum Schedule of Bills for Court Dated 03/12/02
FY-02

Vendor	Amount
PINTO CONSTRUCTION	\$ 51,733.72
AMERICAN 3CI	\$ 33.00
TELETOUCH COMMUNICATIONS	\$ 3,091.75
HART INTERCIVIC	\$ 44.00
CUMMINGS FEED	\$ 67.29
WAL-MART	\$ 150.49
CIRCLR Y CONSTRUCTION	\$ 390.00
PERFORMANCE TRUCK	\$ 99.88
RUS	\$ 504.44
SPIKE'S TIRE CENTER	\$ 370.25
GENERAL FUND	\$ 727.32
GALLOWAY JEFF	\$ 233.29
CITICORP VENDOR FINANCE	\$ 786.40
LEHMAN'S PIPE & STEEL	\$ 113.52
CAROL RILEY	\$ 14.84
LESLIE HERNANDEZ	\$ 16.56
THOMAS SUPPLY	\$ 418.15
JAMIESON MFG. COMPANY	\$ 2,175.60
ANGELINA COLLEGE	\$ 10.00
RAY MYERS	\$ 17.42
JOHN P. THOMPSON/CO. JUDGE	\$ 215.47
MUSTANG TRACTOR & EQUIPMENT	\$ 5,298.80
GRAY'S WHOLESALE TIRE	\$ 1,372.00
SANDERS/PATRICIA/DOUBLE S WELDING	\$ 33.00
HANSON HARDWARE	\$ 50.24
HOOT'S LOADER SVC.	\$ 17,792.50
INNOVATIVE OFFICE SYSTEMS	\$ 96.16
ARMOR RESEARCH	\$ 1,131.87
M & M SUPPLY	\$ 323.26
DOBBINS PROPANE	\$ 15.00
PERKINS/CHUCK'S DIESEL	\$ 1,179.00
DATALINK	\$ 80.00
R.B.'S WATER DEPOT	\$ 37.50
HUGHES PETROLEUM	\$ 5,632.45
A TO Z TIRE	\$ 222.00
TRINITY MATERIALS INC.	\$ 148.08
MUSIC MOUNTAIN WATER	\$ 57.50
EAST TEXAS WRECKING YARD	\$ 35.00
EAST TEXAS ASPHALT	\$ 1,795.63
ETOX	\$ 151.14
RED BARN BUILDERS SUPPLY	\$ 42.94
REINHARDT AUTO	\$ 389.01
POLK COUNTY PUBLISHING	\$ 323.02
PACE FUNERAL HOME	\$ 100.00
POLK CO. CENTRAL APPRAISAL DIST.	\$ 54,735.00
EASTEX SECURITY	\$ 111.08
SAM HOUSTON ELEC.	\$ 14.95

Addendum Schedule of Bills for Court Dated 03/12/02
FY-02

LAURA BATES	\$ 45.00
REBECCA RIVERA	\$ 273.93
GODDRICH V.F.D.	\$ 1,999.54
ALABAMA COUSHATTA V.F.D.	\$ 1,385.61
SANDERSEN KNOX BELT L.L.P.	\$ 9,852.50
POSTMASTER	\$ 38.00
GRIFFIN ELECTRIC	\$ 2,979.00
SANDERS, EILEEN/GLASS ECT.	\$ 105.00
HARRISON BODY SHOP	\$ 12.50
TEXAS AUTOMOTIVE /CARQUEST	\$ 43.34
NETTELS GARAGE	\$ 45.00
STORY-WRIGHT	\$ 66.20
JACKSON HARDWARE	\$ 19.97
BULLDOG TRUCK EQUIPMENT	\$ 338.24
NATION SHERIFFS' ASSOCIATION	\$ 100.00
POLK COUNTY CHAMBER OF COMMERCE	\$ 1,000.00
JAMIE CARLILE JONES	\$ 64.33
STEVE JONES	\$ 72.84
BILLIE SHOFFNER	\$ 384.88
BETTIE MITCHELL	\$ 76.78
JASON PASKE	\$ 92.45
TOTAL	<u>\$ 171,375.63</u>

John P. Thompson

FEBRUARY 27 - MARCH 12, 2002

DATE:

#20

EMPLOYEE NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	JO ANN BLANKENSHIP	AGING CORRIGAN	#1285 COOK	REGULAR PART-TIME	UNCLASSIFIED	\$7.49 HR.	RESIGNATION EFFECTIVE 02/27/2002
(2)	SHERILL HENDRY	AGING CORRIGAN	#1285 COOK	LABOR POOL -600 HRS.	UNCLASSIFIED	\$8.98 HR.	RECLASSIFICATION TO #1285 COOK REGULAR PART-TIME @ \$8.98 HR. EFFECTIVE 02/27/2002
(3)	CAROL PAULETTE RILEY	J.P. PRECINCT # 3	#108 COURT CLERK	REGULAR FULL-TIME	11/8	\$20,820.37	MERIT INCREASE TO # 108 COURT CLERK (11/7) (\$21,138.58) EFFECTIVE 02/27/2002
(4)	TOMME MEDINA MARTINEZ	AGING CORRIGAN	#1285 COOK	REGULAR PART-TIME	UNCLASSIFIED	\$7.31 HR.	MERIT INCREASE TO \$ 7.49 HR. EFFECTIVE 02/27/2002
(5)	DIANA L LOY	COMMISSIONERS COURT	#102 SECRETARY	REGULAR FULL-TIME	9/1	\$16,516.08	NEW HIRE EFFECTIVE 03/13/2002 ADDITIONAL
(6)	LANORA F. PARRHAM	HEALTH & WELFARE	#102 SECRETARY	REGULAR FULL-TIME	9/3	\$17,356.71	RESIGNATION EFFECTIVE 02/28/2002 ADDITIONAL
(7)	LISA L THOMPSON	SOCIAL SERVICES	#102 SECRETARY	REGULAR FULL-TIME	9/3	\$17,356.71	RESIGNATION EFFECTIVE 03/09/2002 ADDITIONAL
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
(15)							

2

AGREEMENT

This Agreement entered into on the date of its execution as set forth below by and between the Polk County (the "Co-Sponsor") and the DEEP EAST TEXAS COUNCIL OF GOVERNMENTS, a council of governments, (the "Deep East Texas COG");

WHEREAS, the Co-Sponsor desires to support and sponsor the development of the Gulf Coast Strategic Highway System (the "System") through funding research and development, education and the dissemination of information concerning the System that will provide critical transportation infrastructure in the area of East Texas, attract more businesses and industries in the area, support existing businesses and industries, and generally benefit the public welfare; and

WHEREAS, the Deep East Texas COG has the contractors, personnel and volunteers who are trained and experienced in the field of research, strategic planning and development services, and the Co-Sponsor desires to implement this program through a contractual arrangement with the Deep East Texas COG;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Co-Sponsor and the Deep East Texas COG agree as follows:

1. *Strategic Highway System.* The Deep East Texas COG shall develop, coordinate and implement a funding program for research and development, education and the dissemination of information concerning the Gulf Coast Strategic Highway System. The Deep East Texas COG shall coordinate the preparation of necessary briefing materials required for submission to the various state and federal governmental entities involved in the project and conduct various briefings with the leadership of those entities and other key individuals involved in the development of the System.

2. *Term.* The term of this Agreement shall be for approximately one year expiring December 31, 2002.

3. *Compensation.* The Co-Sponsor agrees to pay to the Deep East Texas COG the sum of \$ 11,460.68 for the purpose of providing the services outlined above in connection with the strategic planning, research, education and briefing program. Said sum shall be paid in two, semi-annual installments the first such installment due upon execution of this Agreement and the second installment due and payable July 1, 2002.

4. *Costs and Expenses.* The Deep East Texas COG shall be responsible for administration of all costs and expenses associated with the strategic planning, research, education and briefing program. The Co-Sponsor shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the program other than the fixed sum provided in this Agreement. The Deep East Texas COG shall have no authority to bind the Co-Sponsor to any contract, obligation or any other liability absent the Co-Sponsor's expressed, written consent.

5. *Obligation Limited.* This Agreement shall be limited solely to the strategic planning, research, education and briefing program as described above. No obligation, whether expressed or implied, shall exist for funding any future programs or efforts by the Deep East Texas COG in subsequent years.

6. *Review Prior to Anniversary.* Ninety (90) days prior to the expiration of this Agreement, the parties agree to review the activities of the Deep East Texas COG under this Agreement and determine whether or not or to what extent any future activities are required in connection with the goals and objectives outlined above and the extent of any funding for such activities.

7. *Independent Contractor Relationship.* At all times during the term of this Agreement, the Deep East Texas COG shall be an independent contractor to the Co-Sponsor, and the Deep East Texas COG shall not in any event be deemed an employee, partner, joint venturer or other representative of the Co-Sponsor. The Deep East Texas COG shall remain solely responsible for the supervision and performance of any contractors, employees or volunteers in completing its obligations under this Agreement.

8. *Default.* This Agreement may be terminated upon default by either party upon thirty (30) days written notice to the other party. No waiver of performance by either party shall be construed or operate as a waiver of any subsequent default in any terms, covenants, and conditions of this Agreement.

9. *Governing Laws.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and it shall be performable in Jasper County, Texas.

10. *Notices.* All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the parties shall, until changed as provided herein, be as follows:

Co-Sponsor: Polk County
County Judge
Polk County Courthouse
Livingston, TX 77351

Deep East Texas COG: Deep East Texas Council of Governments
274 E. Lamar Street
Jasper, Texas 75951
Phone: (409) 384-5704
Fax: (409) 384-5390

11. *Severability.* If for any reason any section, paragraph, subdivision, clause, phrase,

word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

12. *Other Contracts.* The Co-Sponsor and the Deep East Texas COG agree that in no event shall the Co-Sponsor be liable for any other contracts or subcontracts made by the Deep East Texas COG with any person, firm, corporation, association or governmental body.

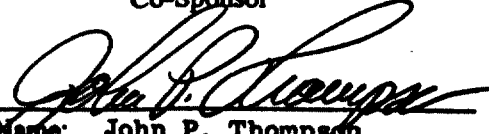
13. *Services.* The parties mutually agree that the services provided under this Agreement are lawfully authorized services which the Co-Sponsor is purchasing from the Deep East Texas COG. The Co-Sponsor is providing its funding under this Agreement out of its current revenues, and nothing in this Agreement shall be construed as a pledge or commitment of any future revenues (or taxes) of the Co-Sponsor.

14. *Successors.* This Agreement shall be binding upon and shall inure to the benefit of the Co-Sponsor, and its successors and assigns, and the Deep East Texas COG, and its successors assigns.

15. *Modifications and Counterparts.* No amendments, modifications or other changes to this Agreement shall be valid or effective absent the written agreement of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. *Entire Agreement.* This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, whether oral or written, with reference to the subject matter of this Agreement that are not merged herein and superseded hereby.

EXECUTED this 12th day of March, 2002.

Polk County
Co-Sponsor
By: 
Name: John P. Thompson
Title: County Judge

DEEP EAST TEXAS COUNCIL
OF GOVERNMENTS

By: _____
Name: _____
Title: _____

#24

TRINITY RIVER AUTHORITY OF TEXAS
POLK COUNTY, TEXAS
INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

THIS AGREEMENT is made and entered into this 27th day of February 2002, by and between the TRINITY RIVER AUTHORITY OF TEXAS, a conservation and reclamation district created by and functioning under Chapter 518, Acts of the 54th Legislature of the State of Texas, Regular Session, 1955, as amended, pursuant to Article XVI, Section 59 of the Texas Constitution (hereinafter called "AUTHORITY"), and POLK COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas (hereinafter called "COUNTY").

WITNESSETH:

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to V.T.C.A., Government Code, Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, the AUTHORITY owns and operates Lake Livingston Dam and Reservoir (hereinafter called the "PROJECT"); and

WHEREAS, the AUTHORITY desires to have one or more duly commissioned deputies from the Polk County Sheriff's Department provide patrol and security services on or about the PROJECT on an as-needed basis; and

WHEREAS, the AUTHORITY is willing to compensate the COUNTY in an amount necessary to provide the services hereinafter described.

NOW THEREFORE, the foregoing parties to this AGREEMENT agree as follows:

Section 1. SCOPE OF SERVICES. The COUNTY, by and through its Sheriff's Department, agrees to provide law enforcement services to preserve and protect the PROJECT. COUNTY shall provide deputies, approved by the AUTHORITY, to work security shifts as requested by the AUTHORITY. Typically the hours worked during these shifts will total approximately 128 hours per week plus 80 hours per year for holidays. All deputies appointed hereunder shall be certified as required by law.

The COUNTY will provide all personnel and equipment necessary to provide patrol/security services at the PROJECT, including one COUNTY patrol vehicle, which will remain onsite at the PROJECT for use by the COUNTY peace officers during their scheduled patrol. The COUNTY will be responsible for ensuring proper scheduling, recording, and

payment for hours worked by the COUNTY peace officers at the PROJECT during which time the officers will be acting as COUNTY employees.

Section 2. COMPENSATION. AUTHORITY agrees to pay COUNTY on a monthly basis for security services provided under this AGREEMENT. Compensation to the COUNTY will be calculated by multiplying the actual number of hours worked by each deputy during the preceding month times each deputy's actual base hourly salary plus an overtime factor equal to 50% of the base salary, hereinafter called "gross salary", plus the following amounts:

- a. FICA calculated at 7.65% of the gross salary;
- b. Retirement calculated at 6.35% of the gross salary;
- c. Workers' compensation coverage at actual cost;
- d. Unemployment compensation coverage at actual cost; and
- e. An administrative fee calculated at 15% of gross salaries plus items a. through d. above. The purpose of this fee is to cover the COUNTY'S costs for separate administration and documentation of the above payroll costs and the COUNTY'S assumption of employee liability.

In addition to the payment of the salary, benefits, and administrative costs described above, AUTHORITY agrees to pay COUNTY the routine costs to operate the COUNTY patrol vehicle that shall be limited to the actual costs for fuel, oil, filters, and lubrication.

It is agreed by the parties hereto that in no event shall the AUTHORITY'S liability for salaries, benefits, administrative fees, and vehicle costs exceed \$240,000 per year for any AUTHORITY Fiscal Year without prior amendment to this AGREEMENT.

Prior to the initiation of services under this AGREEMENT, COUNTY shall provide to the AUTHORITY a listing of base salaries and itemized benefit costs for each deputy that will provide security services to the AUTHORITY. Additionally, COUNTY shall provide to the AUTHORITY a listing of any revised salary costs that will change the billing rate of any deputy used at the PROJECT prior to the effective date of any change.

The COUNTY shall provide to the AUTHORITY a monthly statement of costs for each deputy that provided security services to the AUTHORITY during the previous month. The AUTHORITY shall pay the total amount due within 30 days of receipt of COUNTY'S invoice.

Section 3. POLICIES AND PROCEDURES. The planning, organization, scheduling, direction, and supervision of the COUNTY'S personnel and all matters incident to the delivery of services hereunder shall be the responsibility of the COUNTY Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel assigned to the AUTHORITY.

The Sheriff shall give prompt consideration to all requests by the AUTHORITY regarding law enforcement services and shall make every effort to comply with AUTHORITY'S requests if the requests are consistent with good law enforcement practices.

The AUTHORITY and COUNTY shall each designate a specific individual and alternates to make or receive requests and to confer upon such matters concerning law enforcement services provided hereunder.

Section 4. TERMINATION. In connection with the security services outlined or contemplated above, it is agreed that the AUTHORITY or the COUNTY may cancel or terminate this AGREEMENT upon thirty (30) days written notice to the other. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

Section 5. INDEMNIFICATION. To the extent permitted by the Constitution and statutes of the State of Texas, COUNTY does hereby covenant and contract to release, indemnify, defend and hold harmless the AUTHORITY all of its officials, officers, agents and employees and invitees in both their public and private capacities, from and against any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation, and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property, including real or personal property, arising out of or in connection with COUNTY'S performance of this AGREEMENT, provided that the claims, suits, losses, damages, causes of action or liability of whatever nature arise in whole or in part from the negligence of COUNTY or any of its officers, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, joint or concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence. COUNTY contracts to indemnify and protect AUTHORITY from any liability, claims, suits, losses, damages, attorney's fees or causes of action due to COUNTY'S negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorney's fees or causes of action arise out of or in connection with COUNTY'S performance of this AGREEMENT.

It is specifically understood and agreed by COUNTY that such indemnity by COUNTY includes indemnity by COUNTY to indemnify, hold harmless, and protect AUTHORITY from any and all liability, claims, suits, losses, damages, or courses of action due to COUNTY'S wrongful intentional conduct, negligence, error or omission, including any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others, and also includes COUNTY'S failure to maintain adequate public liability insurance, workers' compensation coverage, or any other insurance coverage as required by this AGREEMENT or by law.

To the extent permitted by the Constitution and statutes of the State of Texas, AUTHORITY does hereby covenant and contract to release, indemnify, defend and hold harmless the COUNTY all of its officials, officers, agents and employees and invitees in both their public and private capacities, from and against any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation, and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property, including real or personal property, arising out of or in connection with AUTHORITY'S performance of this AGREEMENT, provided that the claims, suits, losses, damages, causes of action or liability of whatever nature arise in whole or in part from the negligence of AUTHORITY or any of its officers, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, joint or concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence. AUTHORITY contracts to indemnify and protect COUNTY from any liability, claims, suits, losses, damages, attorney's fees or causes of action due to AUTHORITY'S negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorney's fees or causes of action arise out of or in connection with AUTHORITY'S performance of this AGREEMENT.

It is specifically understood and agreed by AUTHORITY that such indemnity by AUTHORITY includes indemnity by AUTHORITY to indemnify, hold harmless, and protect COUNTY from any and all liability, claims, suits, losses, damages, or courses of action due to AUTHORITY'S wrongful intentional conduct, negligence, error, or omission, including any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others, and also includes AUTHORITY'S failure to maintain adequate public liability insurance, workers' compensation coverage, or any other insurance coverage as required by this AGREEMENT or by law.

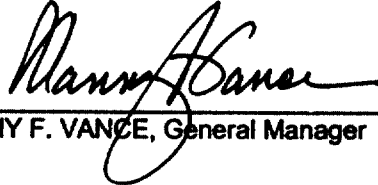
This AGREEMENT and the services provided herein do not constitute a joint enterprise. Each party shall remain solely responsible for its, officers, agents, and employees. Nothing in this AGREEMENT shall waive any defenses or immunities of either party against claims by third parties and said defenses or immunities are specifically reserved.

Section 6. INDEPENDENT CONTRACTOR. The services performed hereunder by the COUNTY shall be subject to the AUTHORITY'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the COUNTY. In the performance of services hereunder, COUNTY shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of COUNTY and not employees of the AUTHORITY.

Section 7. TERM OF AGREEMENT. This AGREEMENT shall be effective on Wednesday, February 27, 2002, and remain in effect until terminated by either the AUTHORITY or COUNTY with thirty (30) days prior notice. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original, as of the day and date first written above.

TRINITY RIVER AUTHORITY OF TEXAS



DANNY F. VANCE, General Manager

ATTEST:



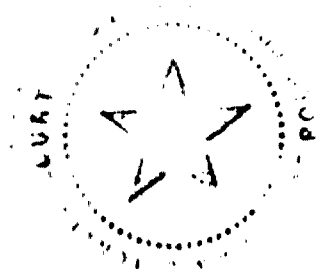
JAMES L. MURPHY, Secretary
Board of Directors

POLK COUNTY, TEXAS


County Judge, Polk County, Texas

ATTEST:


County Clerk, Polk County, Texas



APPROVED:


Sheriff, Polk County, Texas

VOL #25

STATE OF TEXAS §
COUNTY OF POLK §

POLK COUNTY COMMISSIONERS COURT ORDER

**EXEMPTION OF CERTAIN TRAVEL TRAILERS
FROM AD VALOREM TAXES**

WHEREAS, Section 1, Article VIII, Texas Constitution and recently enacted HB 2076 authorize counties to exempt certain travel trailers from ad valorem taxation; and

WHEREAS, Polk County Commissioners Court finds that it is in the best interest of the county and its citizens to exempt from taxation those travel trailers to which HB 2076 applies;

NOW, THEREFORE, it is ordered that, effective on adoption of this Order, Polk County exempts from taxation a travel trailer that was registered in the State of Texas on January 1 of the tax year and is not held or used for the production of income if the trailer is:

- (1) less than 400 square feet in area, and
- (2) designed primarily for use as temporary living quarters and not as a permanent dwelling.

APPROVED on this the 12th day of March, 2002.

[Signature]
Polk County Judge

Attest:

[Signature]
Polk County Clerk

