



POLK COUNTY COMMISSIONERS COURT

**April 23, 2002
10:00 A.M.**

Polk County Courthouse, 3rd floor
Livingston, Texas

2002 - 048

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.
4. APPROVAL OF MINUTES OF THE MEETINGS OF April 9, 2002 (Regular).
OLD BUSINESS
5. CONSIDER RENEWAL OF AGREEMENT FOR CLINIC SPACE AT M.G. REILY HUMANITARIAN BUILDING, CORRIGAN. (TABLED FROM LAST AGENDA).
NEW BUSINESS
6. CONSIDER COOPERATIVE AGREEMENT WITH STATE ATTORNEY GENERAL FOR LOCAL CUSTOMER SERVICES AND STATE CASE REGISTRY, REQUESTED BY THE DISTRICT CLERK.
7. CONSIDER ACCEPTANCE OF THE FOLLOWING ROADS IN GOODRICH NORTH AS COUNTY ROADS; AIR CASTLE HILL, BROKEN BOW, CREEK RIDGE DRIVE, FERN SPRINGS CIRCLE, HIDING PLACE, IVORY TOWER, JONATHAN'S FLIGHT PATH, CHINQUAPIN LANE AND TRAIL'S END.
8. CONSIDER MUTUAL AID AGREEMENT WITH LIBERTY COUNTY FOR ASSISTANCE DURING EMERGENCY CONDITIONS.
9. CONSIDER RESOLUTION NOMINATING INDIVIDUALS TO FILL TWO VACANCIES ON THE POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
10. CONSIDER ACCEPTANCE OF COUNTY TREASURER'S QUARTERLY REPORTS FOR 1ST QUARTER (OCT-NOV-DEC) AND 2ND QUARTER (JAN -FEB -MAR) FY2002.
11. CONSIDER APPROVAL OF RESOLUTION AUTHORIZING INDIGENT DEFENSE GRANT APPLICATION.
12. CONSIDER APPROVAL OF BUDGET REVISIONS.
13. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
14. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: April 17, 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, April 17, 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: Schelana Walker Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY TEXAS
2002 APR 17 AM 9:23
Barbara Middleton
BARBARA MIDDLETON
COUNTY CLERK, POLK CO.



April 23, 2002
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas

ADDENDUM to Posting # 2002-048

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 23, 2002 at 10:00 A.M.

AMEND TO ADD;

- 15. CONSIDER NOMINATION TO THE DETCOG REGIONAL AGING ADVISORY COUNCIL.
- 16. CONSIDER REQUEST FOR BUDGET AMENDMENTS, as follows;
 - Record Drug Forfeiture funds received in the amount of \$15,613.00 and transfer said funds to Sheriff's Department Operating for "Capital Outlay".
 - Record Road & Bridge, Pct. 2 receipt of \$10,000.00 in Creekside POA Reimbursement and increase Pct. 2 "Construction Materials" accordingly.
 - Record proceeds in the amount of \$4,339.50 for Road & Bridge, Pct. 3 time warrant issued for radio purchase, increasing Pct. 3 "Capital Outlay" accordingly. Also, move budgeted funds in the amount of \$8,500.00 from Pct. 3 Emergency Road Repair and in the amount of \$1,300.00 from Road & Bridge, Pct. 3 "Parts/Materials" to Pct. 3 "Capital Outlay".
 - Record Road & Bridge, Pct. 4 receipt of \$1,800.00 for road improvement reimbursement and increase Pct. 4 "Construction Materials" accordingly.

Commissioners Court of Polk County, Texas

Dated: Friday, April 19, 2002.

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

FILED
 OFFICE OF THE CLERK
 POLK COUNTY, TEXAS
 APR 19 2002
 3:43
 RECORDED

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, April 19, 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: Barbara Middleton, Deputy

STATE OF TEXAS }
COUNTY OF POLK }

VOL. 48 PAGE 421
DATE: APRIL 23, 2002
"REGULAR" MEETING
All members - Present

**"COMMISSIONERS COURT"
POSTING #2002 - 048**

BE IT REMEMBERED ON THIS THE 23rd DAY OF APRIL, 2002
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT:

JOHN P. THOMPSON, COUNTY JUDGE - 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 & BILL LAW - COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY
MADE, CONSIDERED & PASSED.

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

REV. KENNETH DARDEN OF MACEDONIA MISSIONARY BAPTIST CHURCH GAVE
THE OPENING PRAYER.

2. PUBLIC COMMENTS:

A. FRANK REEVES, A RESIDENT WHO LIVES ON OLD ISRAEL ROAD(FM 1314)
CAME TO COURT REQUESTING HELP IN GETTING A CULVERT SET FOR
A CIRCLE DRIVEWAY.

JUDGE THOMPSON INDICATED THAT IF THE COMMISSIONERS WISHED TO
CONSIDER AN INTERLOCAL AGREEMENT WITH TxDOT FOR THE COUNTY
TO PERFORM THIS TYPE OF WORK ON STATE ROADS, IT COULD BE PLACED
ON A FUTURE AGENDA.

3. INFORMATIONAL REPORTS:

A. JUDGE THOMPSON REPORTED THAT ANNA QUINONES MOTHER HAD
PASSED AWAY, SERVICES ARE 10:00 AM - WEDNESDAY AT COCHRAN
FUNERAL HOME. JUDGE THOMPSON THANKED COMMISSIONER PURVIS
FOR FILLING IN FOR HIM AT THE PREVIOUS COURT MEETINGS.

B. COMMISSIONER HUBERT REPORTED THAT ROAD SIGNS IN HIS PRECINCT
ARE CONTINUALLY BEING STOLEN, MANY OF THEM 2 TIMES EACH. HE
IS VERY CONCERNED ABOUT THE COST OF MAKING MORE SIGNS, ALSO
THAT IF THERE IS AN EMERGENCY (FIRE OR ILLNESS) THEN THE FIRE
DEPARTMENTS AND AMBULANCE MIGHT NOT BE ABLE TO LOCATE THE
LOCATION BECAUSE THE SIGNS ARE BEING TAKEN DOWN.

C. COMMISSIONER SMITH ANNOUNCED THE 29th ANNUAL ONALASKA FIRE
DEPARTMENT BAR-B-QUE ON APRIL 24 - 27, 2002. FOOD SOLD BY THE
PLATE OR BY THE POUND. THERE WILL BE A BAND PLAYING SATURDAY

AND WILL HAVE AN AUCTION STARTING AT 1:00 PM, BY COMMISSIONER DICK HUBERT.

- D. JOHN McDOWELL GAVE AN UPDATE ON (911) THAT THE COUNTY WILL GO ONLINE WITH DETCOG THIS FRIDAY, APRIL 26 2002. THE CITY OF CORRIGAN WILL BE GOING ONLINE NEXT WEEK AND THE CITY OF LIVINGSTON NEXT MONTH.
4. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE MINUTES OF THE APRIL 9, 2002 REGULAR MEETING.
ALL VOTING YES.
 6. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL WITH STATE ATTORNEY GENERAL FOR LOCAL CUSTOMER SERVICES AND STATE CASE REGISTRY, REQUESTED BY THE DISTRICT CLERK.
ALL VOTING YES. (SEE ATTACHED)
 5. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE RENEWAL OF AGREEMENT FOR CLINIC SPACE AT M.G. REILY HUMANITARIAN BUILDING IN CORRIGAN.
ALL VOTING YES. (SEE ATTACHED)
 7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE ACCEPTANCE OF THE FOLLOWING ROADS IN GOODRICH NORTH AS COUNTY ROADS;
AIR CASTLE HILL, BROKEN BOW, CREEK RIDGE DRIVE, FERN SPRINGS CIRCLE, HIDING PLACE, IVORY TOWER, JONATHAN'S FLIGHT PATH, CHINQUAPIN LANE & TRAIL'S END. COMMISSIONER WILLIS VERIFIED THAT THE ROADS MEET COUNTY SPECIFICATIONS.
ALL VOTING YES. (SEE ATTACHED)
 8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF MUTUAL AID AGREEMENT WITH LIBERTY COUNTY FOR ASSISTANCE DURING EMERGENCY CONDITIONS.
ALL VOTING YES. (SEE ATTACHED)
 9. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO DECLINE NOMINATING INDIVIDUALS TO FILL TWO VACANCIES ON THE POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
ALL VOTING YES.
 10. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL TO ACCEPT COUNTY TREASURER'S QUARTERLY REPORTS FOR FIRST QUARTER (OCT-NOV-DEC) AND SECOND QUARTER (JAN-FEB-MAR), FY-2002.
ALL VOTING YES. (SEE ATTACHED)
 11. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE "RESOLUTION" AUTHORIZING INDIGENT DEFENSE GRANT APPLICATION.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE BUDGET REVISIONS #2002-14a, AS SUBMITTED BY AUDITOR. ALL VOTING YES. (SEE ATTACHED)

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

DATE	AMOUNT	CHECK NUMBERS
4-08-2002	\$ 6,128.00	384
4-08-2002	183.01	499
4-09-2002	124.33	717 - 718
4-09-2002	(- 64.13)	Void Check#168373
4-09-2002	\$ 71,787.25	169287 - 169325
4-09-2002	(- 22.68)	Void Check #166208
4-10-2002	383.98	169326 - 169330
4-11-2002	\$ 247,033.39	Electronic Transfer - Salaries
4-11-2002	17,976.19	169331 - 169346
4-12-2002	(- 300.00)	Void Check #169149
4-12-2002	10,797.00	Electronic Transfer - Fed.Tax
4-12-2002	\$ 23,662.75	169347 - 169388
4-15-2002	(- 6.00)	Void Check #169078
4-16-2002	\$ 139,298.53	169389 - 169563
4-17-2002	21,675.51	169564 - 169574
4-17-2002	(- 274.70)	169420
4-19-2002	\$ 7,373.00	385
4-19-2002	177.90	500
4-19-2002	81.99	719 - 720
4-22-2002	5,159.00	386
4-22-2002	228.00	501
4-22-2002	214.41	721 - 723
4-23-2002	\$ 94,951.27	Addendum To appear on future agenda
Total	\$ 646,568.00	

14. MOTIONED BY BOB WILLIS, SECONDED BY R.R. "Dick" HUBERT, TO APPROVE PERSONNEL ACTION FORMS, (REVISED LIST).
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO NOMINATE DAN BARKER OF LIVINGSTON, SONNY SCIBA OF CORRIGAN, AND GEORGE COLVIN OF ONALASKA, TO THE DETCOG REGIONAL AGING ADVISORY COUNCIL.
ALL VOTING YES.
16. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE REQUESTS FOR BUDGET AMENDMENTS #2002-14.
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY JAMES J. "Buddy" PURVIS, TO ADJOURN COURT THIS 23rd DAY OF APRIL 2002 AT 10:46 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\barbaraM\COMM. COURT\COMMCR.2002\APR23.wpd



RENEWAL AND EXTENSION OF LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF POLK §

THIS Renewal and Extension of Lease Agreement is made and entered into the 23rd day of April, 2002 by and between POLK COUNTY, TEXAS [hereinafter referred to as "Owner"] acting herein by and through its County Judge, duly authorized to execute this document on behalf of and as a binding obligation of Owner, and MEMORIAL HEALTH SYSTEM OF EAST TEXAS, [hereinafter referred to as "Tenant"], witnesseth:

1.

Owner agrees to renew and extend the term of the original Lease Agreement dated April 15, 1993 for a period of forty-eight (48) months, with the following amendments;

- A) the amount of monthly rental for the leased premises during the term of this renewal and extension shall be reduced from ONE THOUSAND DOLLARS AND NO/100 (\$1,000.00) per month to FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) per month in consideration of interior renovations to be performed by Tenant to the leased premises within the term of this renewal and extension period, with said renovations serving to improve appearance and function of the leased premises for the performance of medical services outlined within the original Agreement and said renovations estimated to cost approximately TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) and to be coordinated with the Owner's designated representative.
- B) Section XXI. of the Lease Agreement is amended to allow for one (1) successive option to extend the term of this Lease for a period of twelve (12) months, rather than forty-two (42) months.

Except for the amendments stated above (1. A and B), all other terms and conditions of the Lease Agreement attached hereto as "Exhibit A" will remain the same and be in full force and effect as if copied verbatim herein.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives on the day and year first above written.

OWNER:

TENANT:

POLK COUNTY, TEXAS

MEMORIAL HEALTH SYSTEM
OF EAST TEXAS

John P. Thompson
Polk County Judge

Gary L. Whatley
President & Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF POLK §

THIS INSTRUMENT was acknowledged before me on the _____ day of April, 2002 by JOHN P. THOMPSON, County Judge of POLK COUNTY, TEXAS.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

THIS INSTRUMENT was acknowledged before me on the _____ day of April, 2002 by GARY L. WHATLEY, President and CEO of MEMORIAL HEALTH SYSTEM OF EAST TEXAS.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RENEWAL AND EXTENSION OF LEASE AGREEMENT

THE STATE OF TEXAS #


COUNTY OF POLK #

THIS Renewal and Extension of Lease Agreement is made and entered into this the 10th day of June, 1998, by and between POLK COUNTY, TEXAS, [hereinafter referred to as "Owner"], acting herein by and through its County Judge, duly authorized to execute this document on behalf of and as a binding obligation of Owner, and MEMORIAL MEDICAL CENTER OF EAST TEXAS, [hereinafter referred to as "Tenant"], witnesseth:

1.

Owner agrees to renew and extend the term of the Lease Agreement dated April 15, 1993, for a period of forty-eight [48] months, and all terms and conditions of said Lease Agreement attached hereto as "Exhibit A" will remain the same and be in full force and effect as if copied verbatim herein.

POLK COUNTY, TEXAS


BY: JOHN P. THOMPSON, County Judge

MEMORIAL MEDICAL CENTER OF
EAST TEXAS



BY: _____

EXHIBIT A

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 10th day of June, by JOHN P. THOMPSON, County Judge of POLK COUNTY, TEXAS.

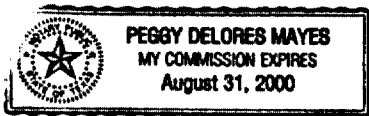


Jan Shandley
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF Angelina #

THIS INSTRUMENT was acknowledged before me on the 16th day of June, by Dan Whately, President & CEO of MEMORIAL MEDICAL CENTER OF EAST TEXAS.



Peggy Delores Mayes
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

LEASE AGREEMENT

THIS AGREEMENT executed between POLK COUNTY, TEXAS, hereinafter referred to as "Owner", and MEMORIAL MEDICAL CENTER OF EAST TEXAS, with its principal office and place of business in the City of Lufkin, Angelina County, Texas, hereinafter referred to as "Tenant".

W I T N E S S E T H :

I. LEASED PREMISES. In consideration of the covenants, conditions and stipulations herein contained, Owner does hereby lease, demise and let unto Tenant the following described real property and premises, including the building (such building containing approximately 2,500 square feet) and appurtenances thereto, such property being located in the City of Corrigan, Polk County, Texas, and being more fully described on Exhibit "A" attached hereto, and such property to be hereinafter called the "Leased Premises" or "leased premises" or "premises". There shall be included as a part of the "leased premises" the equipment, fixtures and personal property located in the leased premises and mutually agreed and identified by Addendum to this Lease Agreement prior to the commencement of the term of this Lease Agreement.

II. WARRANTY. Owner covenants that it has lawful title to the property and improvements herein leased and has the full right to make this Lease; that, at the commencement of the term hereof, there will be no zoning or other ordinances or title or other matters which will restrict Tenant's operation of a rural health

clinic at the Leased Premises. Further, the person executing this Lease represents that he has full right and authority to execute the same on behalf of Owner.

III. TERM. The term of this Lease shall be for a period of eighteen (18) months commencing on the first day of the calendar month following the earlier of: (a) the date Tenant commences business from the Leased Premises, or (b) thirty days following the date of delivery of the Leased Premises to the Tenant for occupancy. Owner shall deliver the Leased Premises to Tenant for occupancy on May 1, 1993. The parties acknowledge that there are persons other than Tenant who may continue to occupy a portion of the leased premises after May 1, 1993. Tenant shall pursue its certification as a rural health clinic. In the event that Tenant is not certified as a rural health clinic, Tenant may terminate this lease with thirty (30) days written notice to Owner.

IV. RENTAL. Tenant will pay to Owner by mailing the rental checks payable to Polk County, Polk County Courthouse, c/o Polk County Judge, at Polk County Courthouse, Livingston, Texas 77351, or at such other place or address or manner as Owner may designate in writing to Tenant, a guaranteed monthly rental (herein so called) for the use of the Leased Premises for the term equal to ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS per month, payable on or before the first day of each and every month throughout the term hereof.

V. MAINTENANCE AND REPAIR. Owner shall maintain and keep in good repair the foundation, roof, structure and exterior of said

building and shall further maintain and keep in good repair all water, sewage, gas and electric service facilities to the exterior of said building and up to the point of entry into such building. Owner shall repair all damage to interior walls, ceilings, floors and floor coverings caused by faulty construction of the building or by Owner's failure to properly maintain and repair the exterior of the building as above set out, provided, however, that the Tenant shall give Owner notice of such faulty construction or failure to maintain and repair as soon as such defects or omissions become known to Tenant and shall take all steps reasonably necessary to minimize damage resulting therefrom. Tenant shall through routine maintenance necessary to keep in good repair the interior of the building, including all interior walls, ceilings, floors and floor coverings, all glass windows, interior electrical, interior plumbing, lights, light fixtures of every type, air conditioning and heating unit systems, and all other interior items. Routine maintenance are such expenses that do not exceed \$250.00 per month during the term of the Lease excluding the lawn mowing and custodial services. Tenant shall keep the Leased Premises clean, clear of debris and litter and generally in a presentable condition.

Owner shall further repair and maintain in good condition and repair the parking area, driveways, sidewalks, and parking lot lighting on the Leased Premises.

VI. IMPROVEMENTS BY TENANT. It is agreed that Tenant shall have the right to make any improvements, alterations and additions

within the Leased Premises that Tenant desires or that may be necessary for compliance with local, State and federal building requirements and the expense thereof shall be credited to the Lease payments. Such improvements, excluding equipment, but including improvements necessary to comply with the Americans with Disabilities Act, shall not exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) during the term of this Lease and all renewals and extensions. These improvements must be approved by Owner, and Owner shall reimburse to Tenant all amounts paid by Tenant amortized equally over the full sixty (60) month lease including options. If Tenant exercises its option to leave early, then it shall forfeit its right to reimbursement of the balance, if any. If Owner exercises its option to terminate this lease, Owner must reimburse Tenant all authorized improvements in full. It is understood that the Tenant shall have the right to remove all of such improvements, its trade fixtures, equipment, furniture, fixtures, stock, merchandise, and all other properties placed on, attached or affixed to such premises by Tenant provided that Tenant is then not in default under the terms and conditions of this Lease and provided further that any damage caused to such Leased Premises by such removal shall be forthwith repaired by Tenant at its expense.

Tenant will notify Polk County Judge within thirty (30) days of completion of any improvements.

VII. UTILITIES. Tenant shall pay all utility charges and deposits made or incurred in connection with the Tenant's use of

such utilities at the Leased Premises, including but not limited to water, garbage pick-up and collection, sewer, gas, electricity and telephone.

VIII. SIGNS AND DISPLAYS. It is agreed that Tenant may erect and install a sign on the outside of the building covered by this Lease at a location and of similar design and appearance as those in use at other stores of Tenant, but such signs shall be maintained and kept by Tenant at its sole cost and expense, and it is agreed that such signs will be maintained in good repair and condition. It is agreed that Tenant will not install, keep or display any sign on or in connection with the Leased Premises which would cause any damage to the roof, wall or roof supports or which would mar, deface or detract from the appearance of the Leased Premises, but it is expressly agreed that Tenant may erect and use whatever signs and advertising media it may desire inside the Leased Premises. Tenant may retain possession of any signs and displays after termination of the Lease.

IX. LAW AND GOVERNMENTAL REGULATIONS. Tenant agrees to promptly comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments applicable to the premises herein leased. Except for Tenant's responsibility to make improvements to the leased premises so that it will comply with the Americans With Disabilities Act, Tenant shall not be required to modify, alter, or make any improvements to the Leased Premises which may be imposed by the above described laws, rules or orders. Such improvements shall be included in those improvements

described in Paragraph VI of this Lease Agreement to which Tenant shall be entitled to credit to its lease payments. Tenant will conduct its business in such a manner as not to create any nuisance.

X. TERMINATION. It is further agreed that Owner or Tenant may terminate this Lease by giving one hundred eighty (180) days written notice to the other.

XI. EMINENT DOMAIN. If any portion of the Leased Premises should be taken by reason of condemnation proceedings or other exercise of the power of eminent domain as to make the continued operation of Tenant's business in the Leased Premises impractical or undesirable, then Tenant may, at its option, terminate this Lease upon written notice to Owner. In the event of termination under this paragraph, rental shall be paid only to time when Tenant surrenders possession of the Leased Premises, or Tenant, in the event of a partial appropriation as herein provided, may elect to continue in possession of that part of the Leased Premises not appropriated under the terms and conditions hereof, and Owner, at Owner's cost and expense, as soon as reasonably possible, shall restore the remaining portion of the Leased Premises to a complete unit of like quality and character as existed prior to such appropriation or taking; and thereafter, the guaranteed monthly rental shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining.

Out of any award for any taking in condemnation proceedings,

or by right of eminent domain, the Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such proceeding because of the taking of the leasehold, its trade furniture or fixtures, and leasehold improvements. For the purpose of this paragraph, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

XII. ASSIGNMENT AND SUBLETTING. The Tenant shall have the right to assign or sublease the Leased Premises or any part thereof to any responsible party engaged in the same or other lawful business, but in any event, the Tenant herein shall at all times be responsible for the payment of rent and for the performance of this contract. Tenant shall have the authority to extend or terminate existing agreements with other parties for the utilization of the Leased Premises in accordance with the terms of the existing agreements.

XIII. INSPECTION. Owner may enter upon and inspect the Leased Premises during normal business hours of Tenant, and Owner agrees to exercise his right in such a way as not to unreasonably interfere with the business of Tenant.

XIV. DAMAGE TO LEASED PREMISES. In the event the premises hereby leased, or any part thereof, shall be partially damaged by fire, the elements or other casualty, Tenant shall give immediate notice thereof to Owner, and the damage shall be repaired at the expense of Owner as speedily as possible. Tenant shall be entitled

to an abatement of the rent in proportion to the area of the Leased Premises which is untenable because of such damage or repair operation. In the event said building is destroyed or is substantially destroyed (by the term "substantially destroyed" is meant that the cost of repair exceeds 70% of replacement cost), then either party hereto may terminate this Lease Agreement by giving written notice to the other within sixty (60) days after the date on which the Leased Premises are so destroyed or substantially destroyed. In the event that this Lease Agreement is not so terminated, then Owner agrees that it will begin the repair or restoration of the Leased Premises within ninety (90) days after the date on which the Leased Premises are so destroyed or substantially destroyed and will pursue the rebuilding and repair with due diligence until the Leased Premises are repaired and restored to the condition and state of repair in which they were before the damage. After such restoration, Tenant shall resume possession of the Leased Premises covered by this Lease under the terms hereof, and the term of this Lease will be extended under the terms and conditions hereof for a period equivalent to that period during which they were untenable. During such time as the Leased Premises are untenable because of such destruction or substantial destruction as aforesaid, the monthly rental will be prorated as of the date of the damage and the accounts of the parties will be balanced accordingly and no further fixed rental payments will become due until the Leased Premises are so repaired, restored and delivered to Tenant.

XV. DEFAULT. The Tenant shall be deemed in default hereof in the event Tenant shall (a) default in the prompt payment of rent when the same is due and remain in violation of or continue to fail to make such payment for a period of ten (10) days following the receipt of written notice of such failure; or (b) default in failure to perform any of the other covenants, conditions and agreements performable by Tenant hereunder for a period of thirty (30) days following receipt of written notification of Tenant's failure to comply herewith; or (c) file a voluntary petition in bankruptcy, be adjudged bankrupt, be placed in or subjected to a receivership, or make an assignment for the benefit of creditors. Upon such default Owner may immediately re-enter the Leased Premises, by summary proceedings or by force or otherwise, without being liable for prosecution therefor, take possession of said premises and remove all persons therefrom, and may elect to either cancel this Lease or re-let the Leased Premises as agent for Tenant or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Owner may be put to in entering and letting; and then the balance remaining will be applied to the payment of the rent payable under this Lease and the fulfillment of Tenant's covenants hereunder, the balance, if any, to be paid to Tenant who shall remain liable for any deficiency. Upon re-entry of said Leased Premises, Owner may remove all or any part of the personal property of Tenant thereon remaining and store it at some suitable place at Tenant's expense. The performance of each and every agreement herein contained for performance on the

part of Owner shall be a condition precedent to the right of Owner to collect rent hereunder or to enforce this Lease or any of its provisions against Tenant. Tenant is also hereby granted the right and privilege of cancelling and terminating this Lease in the event Owner should fail to perform any of the covenants or agreements herein set forth for a period of thirty (30) days after having been notified of the failure to so comply herewith, or Tenant may, at its option, where feasible, rectify such default and the expense incurred in connection therewith will be borne by Owner and may be deducted by Tenant from any sums payable hereunder. But notwithstanding anything contained herein to the contrary, Owner or Tenant, as the case may be, shall not be limited to the aforementioned thirty (30) day period in the making of structural repairs or in correcting other defaults which in the normal course of business require a time in excess thereof, and each shall have a reasonable time to complete the same after notice of the need therefor as is herein provided. A waiver by Owner or Tenant of any breach or breaches of any of the provisions of this Lease shall not be deemed a waiver of any subsequent breach; any breach shall be deemed a continuing breach so long as the default continues.

XVI. AD VALOREM TAXES.

(a) Owner shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Leased Premises, or any part thereof, provided, however, that if the

authorities having jurisdiction assess real estate taxes, assessments, or other charges on the demised premises which Owner deems excessive, Owner may defer compliance therewith to the extent permitted by the laws of the State of Texas so long as the validity or amount thereof is contested by Owner in good faith and so long as Tenant's occupancy of the Leased Premises is not disturbed or threatened.

(b) Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon the fixtures, equipment, and personal property in said Leased Premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Leased Premises. Tenant is a 501(c)(3) tax exempt entity pursuant to the rules and regulations of the Internal Revenue Service (tax identification number 75-07553679) and therefore contemplates that no taxes shall be imposed.

XVII. USE OF PREMISES. It is agreed that Tenant may utilize the Leased Premises for the purpose of operating a rural health clinic or any other related healthcare clinic. In addition, Tenant shall have unlimited use of all furnishings and equipment currently assigned to the M. G. Reilly Humanitarian Center by Polk County or its agents.

XVIII. NOTICES. Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally to the parties hereto or when deposited in the United States Mail, properly stamped, and sent by registered or certified mail, return receipt requested, to the parties hereto at the

following addresses. Notices intended for Tenant shall be addressed to P. O. Box 1447, Lufkin, Texas 75901, and notices intended for Owner shall be addressed in the fashion to which the rental checks are forwarded to Owner.

XIX. FIRE INSURANCE. Owner shall keep the building and the Leased Premises insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty (80%) percent of the full insurable value thereof above foundation walls. Tenant agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire, with the usual extended coverage endorsements. Each party hereto hereby waives any and every claim which arises or may arise in its or their favor and against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of its or their property located within or upon, or constituting a part of, the premises leased to Tenant hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as said mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or to any other person), each party hereto hereby agrees immediately to give to each insurance company which

has issued to it or them policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of such waiver. Upon Tenant's request, Owner will deliver to Tenant all such insurance policies or certificates evidencing that said premises have been insured and that said policies are being maintained in full force and effect.

XX. LIABILITY INSURANCE. At all times during the term of this Lease, at its sole expense, and as a part of the consideration for this Lease, Tenant agrees to maintain or cause to be maintained for the benefit of Tenant and Owner as named insured, a general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to limits of not less than \$100,000.00 to any one person, \$300,000.00 to any one accident, and \$25,000.00 in property damage. Each policy of insurance, or certificate thereof, shall be properly deposited with Owner upon the request of Owner, and each policy of insurance shall be accompanied by evidence of the payment of premiums therefor in form reasonably satisfactory to Owner.

XXI. OPTION TO RENEW AND EXTEND. If this Lease is not terminated prior to the expiration of the term, Tenant shall have and is hereby granted and conveyed one (1) successive option to extend the term of this Lease for a period of forty-two (42) months. The option granted herein may be exercised by Tenant

delivering written notice of its election to exercise such option to the Owner in the manner provided in this Agreement for the delivering of notices, not later than sixty (60) days preceding the termination of the term of this Lease, or the then existing term hereof. If the option is exercised this Lease shall continue in full force and effect for the option period under the existing terms and conditions of the Lease period.

XXII. AMENDMENTS. This Lease contains all of the agreements and conditions to which the parties hereto have agreed and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified, altered, or amended only by an agreement in writing, signed by proper representatives of each of the parties hereto or their respective successors in interest.

XXIII. OWNER DEFINED, USE OF PRONOUN. The word "Owner" shall mean every party mentioned as Owner, whether one or more. The word "Tenant" shall mean every party mentioned as Tenant as well as licensees, concessionaires, assigns or sub-tenants of Tenant. If there be more than one owner or tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all. The use of the neuter singular pronoun or the masculine singular pronoun referring to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to

make the provisions of this Lease apply in the plural sense where there is more than one owner or tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

XXIV. QUIET POSSESSION. Owner covenants that Tenant, upon paying the rent as herein provided and performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold and enjoy the exclusive right to the Leased Premises. It is agreed and understood that any holding over by Tenant of the Leased Premises at the expiration of this Lease shall be construed as a tenancy from month-to-month and the monthly rental to be paid thereunder shall be the amount hereinabove specified as the minimum guaranteed monthly rental.

XXV. REPRESENTATION OF TITLE. Owner represents that he is the Owner in fee simple of the premises hereinabove described, and that as such, Owner has full right and authority to make and enter into this Lease Agreement. It is agreed that if during the pendency of this Lease the title of Owner is questioned, either by suit or otherwise, and the right of Owner to the rents accruing hereunder is brought into question, then and in such event the Tenant shall have the right and privilege of depositing the rental payments in any bank in the town or city to which the rental checks are then being mailed; such funds so deposited shall remain on deposit as an escrow fund to be disbursed in accordance with the final determination of the controversy by final judgment of a court of competent jurisdiction or by agreement of the parties to such dispute.

XXVI. NOTICE. Any notice or correspondence required or permitted herein shall be in writing and shall be deemed to have been made when personally delivered, or if mailed, when by the parties at the following address:

To Owner: Polk County
c/o Polk County Judge
Polk County Courthouse
Livingston, TX 77351

To Tenant: Mr. Jack C. Bailey
President & Chief Executive Officer
Memorial Medical Center of East Texas
P. O. Box 1447
Lufkin, TX 75901

XXVII. PARAGRAPH HEADINGS. The paragraph headings contained in this Lease are provided for convenient reference only and shall not be considered for any purpose in analyzing or construing the intention of the parties with respect to this contract.

XXVIII. SUCCESSORS AND ASSIGNS. This agreement shall inure to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

XXIV. FORCE MAJEURE. In the event that Tenant shall be prevented from completing performance of its obligations hereunder by an act of God, a change in any Federal, State or local law, or any other occurrence whatsoever which is beyond the control of the parties hereto, then Tenant shall be excused from any further performance of its obligations and undertakings hereunder.

XXV. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties, and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified,

altered, or amended only by an agreement in writing, signed by the proper representatives of each of the parties hereto or their respective successors in interest.

EXECUTED in duplicate originals this 15th day of April, 1993.

POLK COUNTY, TEXAS

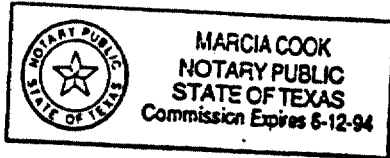
By: John P. Thompson
Its duly authorized agent

MEMORIAL MEDICAL CENTER OF EAST TEXAS

By: Jack C. Bailey
JACK C. BAILEY,
Its President and Chief Executive Officer

THE STATE OF TEXAS §
COUNTY OF POLK §

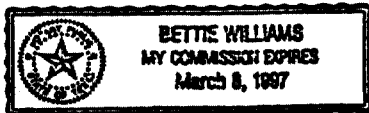
This instrument was acknowledged before me on the 15th day of April, 1993, by John P. Thompson, County Judge of POLK COUNTY, TEXAS.



Marcia Cook
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 8 day of April, 1993, by JACK C. BAILEY, President and Chief Executive Officer of MEMORIAL MEDICAL CENTER OF EAST TEXAS, on behalf of said nonprofit corporation and in the capacity therein stated.



Bettie Williams
Notary Public, State of Texas

OPERATIONAL ADDENDUM

This Addendum is attached to and forms a part of that certain Lease Agreement dated April _____, 1993, between POLK COUNTY, TEXAS, hereinafter referred to as "Owner" and MEMORIAL MEDICAL CENTER OF EAST TEXAS, hereinafter referred to as "Tenant".

Owner and Tenant agree that Tenant shall operate the Corrigan Rural Health Clinic which shall provide essentially the same services as those provided in a physician's office. The clinic shall be staffed by a physician and/or physician assistant. When the clinic is fully operational, the physician and/or physician assistant shall be at the clinic at least 40 hours per week. The physician shall be at the clinic at least 20 hours per week. A physician and/or physician assistant shall either be in the clinic or be available by telephone for consultation during all hours of clinic operation except when the physician is not available because of vacation, continuing medical education, sickness, holidays, weekends, resignation, death or acts of God. Specific services provided at the clinic shall include diagnosis, treatment, therapy, consultation and laboratory services.

SIGNED on this 15th day of April, 1993.

POLK COUNTY, TEXAS

By: 
County Judge

MEMORIAL MEDICAL CENTER OF EAST TEXAS


By: 
JACK C. BAILEY,
Its President and Chief
Executive Officer

EXHIBIT "A"

The square footage referred to as the LEASED PREMISES (Sec. I) located in Corrigan, Texas and situated on the two tracts of land containing 4.377 acres, more or less, and being the same property conveyed by W.F. Eden, et al; Trustees of the Corrigan Independent School District, to J.T. Coker, County Judge of Polk County, Texas, and being the same conveyance dated the 26th day of September, 1949, and being a part of the J.B. Hendry Survey and being more fully described in Volume 145, page 388 et seq of the Deed Records of Polk County Texas.



DIANNE BASS
County Auditor

POLK COUNTY

LIVINGSTON, TEXAS

M. G. REILY HUMANITARIAN BUILDING INVENTORY

APRIL 15, 1993

INVENTORY NOS.

20 Blue Padded Chairs	10448
2 Lamp Tables	10417-18
2 Lamp Tables	10419-20
1 Magazine Table	10416
1 Desk	10442
1 Canon AP 100 Electric Typewriter	10425
1 IBM Selectric II Typewriter	10427
1 Calculator	10426
2 Office Stools	10428-29
3 Exam Tables	10431,10436,10437
1 Weight Scale	10429
1 Table	10421
4 Foot Stools	10432-35
1 Stool-Brown	10438
1 Birtcher Model 7344 ElectroCardigram	10439
1 - 538 Shielding Apron	11512
1 - 100s Shielding Gloves	11511
1 - 16400 Wolf Apron and Glove Rack	11513
1 - 554A 36" Mobile Protective Screen	11515
1 - Wolf Hanger Drying Rack and 14 Processing Hangers	11531-11534
1 - 147-5850 Kodak Model B Identifier	11507
18905 Dark Room Timer	11506
204D AMS 4 - Bank View Box	11514
1 - 300 ft. Hot Light, AMS	11538
A1-2050 325V Control H-2312	11518
A2-5000 325V High Tension Generator	11516
C2-2000 Floor/Ceiling Tube Stand	11520
B1-5001 Flat Bucky Table H-2247	11521
L1-1002 17x17 Bucky With 8:1-80 Line Grid #61332	11517
1-60275 Bar Ray insulated developing tank w/5 gal. inserts	11523
X-Ray Box - Visible	11540
Light Mount	11544
Adec Mobile Cart	11486
Caulk Vari-Mix Emalgamator	11568
Auto-Clave Chemiclave 5000	10444

N/Oxygen Machine	11486
Light Mount	11544
2 - Chairs/Orange	11561-11499
Power Optics	10443
2 - Pelton Crane Lft II Track Light	11541
Adec Cuspidoe/cup filler	11558
Chair Mount for Cuspidor/Unit	11558
X-Ray Developing Tank	10447
Health Three Way Syringe	10447
Eastman Kodak Safe Light Model B	10446
Dental Cabinet	10445
Splash Pan	11490
Royal Dental Chain	11481
Healthco Curing Light	11482
Marksman I X-ray	11487
#353 Lathe	11554

#6

**COOPERATIVE AGREEMENT
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS
AND
POLK COUNTY, TEXAS**

CONTRACT NO. 01-05147

1 INTRODUCTION & PURPOSE

This document encompasses local disbursement of non-IV-D wage withheld child support remitted to the Texas Child Support State Disbursement Unit (SDU) ("Local Disbursement"), local handling of inquiries on (including any necessary research) and receiving information about non-IV-D child support cases where child support payments are remitted to the SDU ("Local Customer Service"), and furnishing non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries ("State Case Registry"). A County may contract to provide State Case Registry services only. However a County contracting to provide Local Disbursement must also contract to provide Local Customer Service and State Case Registry, and a County contracting to provide Local Customer Service must also contract to provide State Case Registry.

Polk County ("County") is contracting with the Office of the Attorney General ("OAG") to handle inquiries on (including any necessary research) and receive information about non-IV-D child support cases where child support payments are remitted to the Texas Child Support State Disbursement Unit and furnish non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries.

This Contract is entered into under the authority of Texas Family Code Section 231.002.

2 CONTRACT PERIOD

This Contract shall commence on July 1, 2001 and shall terminate on August 31, 2003, unless terminated earlier by provisions of this Contract.

Y900

3 LOCAL DISBURSEMENT

3.1 County Responsibilities

3.1.1 Accessing STRADUS and TXCSES

3.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own county network.

3.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local disbursement activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.

3.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.1.2 Loss of Funds and Unfunded Disbursements

County is responsible for all funds transferred to and received by County from the SDU, whether such funds are lost, destroyed or taken, or misdirected by County through an Electronic Funds Transfer or direct deposit transactions. County is also responsible for any fees and/or penalties assessed by the County's financial institution and any unfunded disbursements due to County error. For the purpose of this subsection, unfunded disbursement means a disbursement:

3.1.2.1 that cannot be linked to a payment received.

3.1.2.2 where the payment that the disbursement is linked to was not intended for the entity to whom the disbursement was made.

3.1.2.3 where the amount of money disbursed, in one disbursement (overpayment) or multiple disbursements (duplicate payments), was greater than the amount of the payment on which it was based.

3.1.3 Not-Disbursed, Returned and/or Uncashed Disbursements

County is responsible for complying with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts. County must also provide OAG with all necessary information to fulfill OAG's responsibilities to the federal Office of Child Support Enforcement in the completion of OCSE Form 34 relating to not-disbursed, returned and/or uncashed disbursements. The OAG Contract Manager will provide the County with the requirements during the term of the Contract.

3.1.4 Daily Recording

3.1.4.1 County shall follow the Texas Child Support State Disbursement Unit procedures for reporting and transmitting case and payment information and payment status on all relevant non-IV-D disbursements.

3.1.4.2 County shall record on its automated system all data required to support the local disbursement activities contemplated by this agreement.

3.1.4.3 County shall develop and establish its own format for recording on the County's automated system.

3.1.4.4 County shall record and disburse all identifiable and deliverable non-IV-D child support payments on the first County work day that the SDU local disbursement file is available to the County; provided that the file was available by 10:00 a.m. that day. If the local disbursement file was not available by 10:00 a.m., the County shall record and disburse the payments no later than the next County work day.

3.1.4.5 County shall not allow any person who, as a part of his or her employment, receives, disburses, handles, or has access to funds collected pursuant to this contract, to participate in accounting or operating functions that would permit him or her to conceal in the accounting records the misuse of said funds. Upon request, County shall provide a copy of County's organizational structure to confirm appropriate separation of duties.

- 3.1.4.6 County shall track all of the payments received in the SDU local disbursement file. County shall attempt to obtain new addresses and maintain them for any undeliverable payments contained in the file. New addresses shall be entered on STRADUS. Payments for which a new address cannot be obtained within five (5) County work days shall be handled in accordance with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts.
 - 3.1.4.7 County shall employ procedures to research and resolve unidentified items, i.e., items that cannot be identified to a case, as well as instances of payment files not matching funds received.
 - 3.1.4.8 County shall employ procedures to ensure security of funds. Upon request, County shall provide to OAG a copy of the security procedures.
 - 3.1.4.9 County shall work with the OAG to develop processes and procedures for resolving payment related inquiries between the County, the OAG, and the SDU Vendor where necessary.
 - 3.1.4.10 County employees handling disbursements shall be bonded.
 - 3.1.4.11 County shall generate a daily check register which shall list the individual accounts and amounts in which non-IV-D payments were applied. The total number of non-IV-D payments disbursed and the total dollar amount shall also be reflected on the register.
- 3.1.5 Deposit Procedures
- 3.1.5.1 County shall maintain an account with a financial institution that has the ability to receive electronic funds transfers (EFT).
 - 3.1.5.2 County shall be responsible for ensuring that a process is in place with its financial institution that allows the County to daily reconcile the funds received with the disbursement file the County receives. The OAG must be notified immediately after the County determines that it did not receive funds equal to the amount contained in the disbursement file. In no event shall notification to the OAG of a discrepancy between funds received and the disbursement file exceed three (3) County work days.

3.1.6 Electronic Transmittal Procedures

3.1.6.1 The files that County will be receiving and transmitting are listed below. The County will be provided the computer file specifications and format to enable the County to process from or provide this information in the manner required by the STRADUS server. If these specifications change during the term of the contract, replacement specifications will be forwarded to the County. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for the STRADUS server processing.

- 3.1.6.1.1 IV-D and Non-IV-D Collections
- 3.1.6.1.2 Non-IV-D Disbursement Data
- 3.1.6.1.3 Non-IV-D Disbursements, For 38 Waived Counties
- 3.1.6.1.4 IV-D and Non-IV-D Collection Adjustments
- 3.1.6.1.5 Non-IV-D Disbursement Advice
- 3.1.6.1.6 Non-IV-D Check Status
- 3.1.6.1.7 Non-IV-D Case Data from Local Registries

3.1.6.2 County shall generate the non-IV-D disbursements and, if desired, record the IV-D payments on its automated system.

3.1.6.3 County shall produce an electronic file of payments disbursed, including check number, and transmit the file daily to the STRADUS file server.

3.1.6.4 County shall track payments disbursed and record the status of each in a non-IV-D Check Status File. Status as used in this subsection means: cashed, cancelled, re-issued, voided, stop payment, or unidentified or undeliverable.

3.1.6.5 In the event of a failed transmission or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of the failed transmission or production of an unprocessable file.

3.1.6.6 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be re-transmitted.

3.2 OAG Responsibilities

3.2.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.2.2 Reimbursement

3.2.2.1 OAG shall monitor the non-IV-D Disbursement Advice Files forwarded from the County to STRADUS and summarize for monthly reimbursement amounts. The summary will include capturing information on reissued payments for inclusion in the reimbursement amounts.

3.2.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.

3.2.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall reimburse the County in the amount of One Dollar and 34/100 Dollars (\$1.34) per disbursement. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Contract Manager for Local Disbursement, Local Customer
Service and State Case Registry Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

3.2.2.4 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County working days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG shall review the

returned voucher. If the dispute is resolved in the County's favor, the OAG shall make payment as set forth in the immediately preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

3.2.2.5 Any funds shortage revealed by the County's daily reconciliation of funds received by the County's financial institution with the disbursement file received by the County from the SDU Vendor will be made up by the OAG; provided that the shortage was due to SDU Vendor, OAG, or Texas State Treasury error and the shortage was reported to the OAG in accordance with the requirements of the Deposit Procedures Section above. The OAG will also reimburse the County for County payment of any fees/and or penalties assessed by the County's financial institution due to such shortage. Any funds shortage make up and reimbursement for fees/and or penalties will be made to the County within two (2) OAG work days after OAG determination that County is due same. In no event will such determination exceed two (2) OAG work days.

3.2.3 Limitation of OAG Liability

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

3.2.3.2 The OAG may decline to reimburse any Allowable Costs, which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

3.2.3.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

3.2.3.4 The OAG shall not be liable to reimburse the County if the County fails to comply with the Daily Recording, Deposit Procedures, and/or Electronic Transmittal Procedures Sections above in accordance with the requirements of those sections.

4 LOCAL CUSTOMER SERVICE

4.1 County Responsibilities

4.1.1 Accessing STRADUS and TXCSES

4.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own County network.

4.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.

4.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.1.2 County Customer Service Unit Resources and Services

4.1.2.1 County shall provide the resources necessary to accomplish the following services: 1) research non-IV-D payments that should have been, but were not received by the SDU; 2) research unidentified or undistributed collections; 3) handle inquiries on (including any necessary research) and receive information about non-IV-D child support cases where child support payments are remitted to the SDU. Resources (as used in this section) include, but are not limited to, personnel, office space, equipment, phones and incoming phone lines, and any County-specific IVR system. "Inquiries" as used in this section include but are not limited to, e-mail, letters, phone calls, facsimiles, or walk-ins.

4.1.2.2 The number of County staff necessary for adequate handling of Customer Service Unit Activities shall be trained on SDU and TXCSES systems as mutually agreed to by the County and OAG.

4.1.3 Customer Service Unit Activities

4.1.3.1 County shall track and make available, upon request of OAG, documentation regarding the inquiries received. County shall document, at a minimum, the following information: the name of the person handling the inquiry, the name of the person making the inquiry, OAG case number and/or court cause number, NCP name, CP name, date of inquiry, and customer service activity performed, e.g., updates, payments researched, unidentified payment, payment not received. County may, at County option, track and document inquiries received on STRADUS using direct data entry. In any case County shall report to STRADUS (by direct data entry or electronic file) that it received and has worked/is working a request for assistance and the OAG case number and/or court cause number.

4.1.3.2 County shall enter updates on STRADUS for new information provided by CP, NCP, employer, etc. County shall follow agreed upon procedures when accepting changes to case information that will ensure data integrity, e.g., procedures to properly identify the caller.

4.1.3.3 County shall perform the Customer Service Unit services using the following guidelines:

Respond to written inquiries within five (5) County work days, take action on information received within three (3) County work days, document case record of action or information received at time of receipt, follow up to a telephone inquiry within three (3) County work days, return phone calls within three (3) County work days, see a customer the same day or schedule appointment within three (3) County work days of request.

4.1.3.4 County shall work with the OAG to develop processes and procedures for forwarding inquiries between the County, the OAG, and the SDU Vendor where necessary, e.g., misdirected inquiries. The County and the OAG will also work to develop customer outreach information regarding the provision of customer service by the OAG, SDU Vendor and County.

- 4.1.3.5 County shall maintain a log of customer service complaint calls. The log shall identify the complainant, the nature of the customer service complaint, the name of the person taking the customer service complaint, action taken on the customer service complaint, OAG case number and/or court cause number, NCP name, CP name, and date and time of the customer service complaint. County shall provide the log to the OAG monthly.
- 4.1.3.6 County shall establish a quality assurance monitoring system that will provide to the OAG sufficient information for evaluating the local customer service performance. Quality assurance monitoring performed by the County shall be developed in cooperation with the OAG.

4.2 OAG Responsibilities

4.2.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.2.2 Reimbursement

- 4.2.2.1 OAG shall monitor County STRADUS Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 4.2.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.
- 4.2.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Contract Manager for Local Disbursement, Local
Customer Service and State Case Registry
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

4.2.2.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the County's contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this contract is 66%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of inquiries handled during the calendar month multiplied by a per inquiry fee of \$2.995 per inquiry. Thus: (Calendar Month Inquiries Handled) (\$2.995) (Federal Share) = OAG Liability. For the purpose of this subsection inquiry means one incoming request for assistance (as described in the County Customer Service Unit Resources and Services section above) not the number of out-going calls or efforts needed to resolve the inquiry.

4.2.2.5 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.2.3 Limitation of OAG Liability

4.2.3.1 The OAG shall be liable only for contract associated costs incurred after commencement of this Contract and before termination of this Contract.

4.2.3.2 The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

- 4.2.3.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.
- 4.2.3.4 The OAG shall not be liable for reimbursing the County if the County fails to comply with the County Customer Service Unit Resources and Services and/or the Customer Service Unit Activities Sections above in accordance with the requirements of those sections.

5 STATE CASE REGISTRY

5.1 County Responsibilities

5.1.1 Accessing STRADUS and TXCSES

- 5.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own network
- 5.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the state case registry service activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.
- 5.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.2 State Case Registry Activities

- 5.2.1 County shall provide to STRADUS new and modified court orders entered after the effective date of the Contract for Non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship.

- 5.2.2 County shall use the original court ordered documents to obtain the relevant information for entry to the STRADUS system.
- 5.2.3 County must provide the following data elements:
 - 5.2.3.1 participant type (dependent, custodial parent , non-custodial parent)
 - 5.2.3.2 family violence indicator
 - 5.2.3.3 name of each participant (last and first)
 - 5.2.3.4 sex code for each participant
 - 5.2.3.5 social security number and/or date of birth for each participant
 - 5.2.3.6 cause number
 - 5.2.3.7 cause county code
 - 5.2.3.8 start date of cause
 - 5.2.3.9 address lines 1, 2, and 3, City, State, Zip (custodial parent only)
- 5.2.4 Other data elements listed in the Lockheed Martin IMS Interface Control Document Number 21 may be provided at County option. A copy of the Interface Control Document will be provided upon County request.
- 5.2.5 County shall provide data elements information updates to the STRADUS system for non-IV-D court orders signed on or after October 1, 1998.
- 5.2.6 County shall provide new order information within five (5) working days of entry.
- 5.2.7 County shall provide update order information within five (5) working days of receipt.
- 5.2.8 County shall provide new and updated order information via electronic file from the county automated system or perform the data entry directly onto STRADUS. The County will be provided the computer file specifications and format to enable the County to provide the electronic file information in the manner required by the STRADUS server. If these specifications change during the term of the contract, replacement specifications will be forwarded to the County. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for STRADUS server processing.
- 5.2.9 In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of the failed transmission or production of an unprocessable file.

5.2.10 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be retransmitted.

5.3 OAG Responsibilities

5.3.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.3.2 Reimbursement

5.3.2.1 OAG shall monitor County STRADUS State Case Registry activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

5.3.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.

5.3.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Contract Manager for Local Disbursement, Local
Customer Service and State Case Registry
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

5.3.2.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the County's contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this contract is 66%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of new and modified Non-IV-D Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Non-IV-D Court Order fee of \$11.83 per new and modified Non-IV-D Court Order plus the number of Non-IV-D Court Orders updated during the calendar month multiplied by a per Non-IV-D Court Order updated fee of \$2.995 per Non-IV-D Court Order updated. Thus: $[(\text{Calendar Month new and modified Non-IV-D Court Orders provided} \times \$11.83) + (\text{Calendar Month Non-IV-D Court Orders updated} \times \$2.995)] \times \text{Federal Share} = \text{OAG Liability}$.

5.3.2.5 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

5.3.3 Limitation of OAG Liability

5.3.3.1 The OAG shall be liable only for contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.3.3.2 The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.3.3.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.3.3.4 The OAG shall not be liable to reimburse the County if the County fails to comply with the State Case Registry Activities Section above in accordance with the requirements of that section.

5.3.3.5 The OAG shall not be liable to reimburse the County for information correcting erroneous information previously provided by the County.

6 GENERAL REQUIREMENTS

6.1 Written Notice Delivery

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

6.1.1 County

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

The Honorable Kathy E. Clifton (or her successor in office)
District Clerk, Polk County
101 West Church Street (2nd Floor)
Livingston, Texas 77351

6.1.2 OAG

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

Cynthia Bryant (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

With copies to:

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

6.2 Inspections, Monitoring and Audits

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

6.3 Audit Provisions

In order to comply with the monitoring and auditing requirements governing this Contract, the County is considered a subrecipient of federal pass-through funds under the Catalog of Federal Domestic Assistance (CFDA) Number 93.563, "Child Support Enforcement-Title IV-D." All accounting records should identify the source of the funds received by the County under this Contract as Title IV-D funds passed through from the OAG. Funds received pursuant to this Contract shall be audited in accordance with OMB Circular A-133 by the County's independent auditor. County will give OAG a copy of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

6.4 Reimbursement of Audit Penalty

If funds are disallowed as a result of an audit finding contained in an audit (by County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and

Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the OAG may recoup its loss by withholding funds payable under this contract to the extent of the loss incurred by the OAG.

7 TERMS AND CONDITIONS

7.1 Assignment

County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG.

7.2 Liaison

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

7.3 Subcontracting

It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this contract.

7.4 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied

employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

7.5 Immigration Reform and Control Act of 1986

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

7.6 Environmental Protection

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

7.7 Certain Disclosures Concerning Lobbying

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

7.8 Compliance With Law, Policy and Procedure

County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy and procedure and all state and federal laws, rules and

regulations. County shall assure, with respect to County's performances, that the OAG is able to meet the OAG's obligations in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended.

7.9 Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (as further described below). OAG will not be in default for nonpayment under this contract if such appropriated funds or federal funds are not available to OAG for payment of OAG's obligations under this contract. In such event OAG will promptly notify the County, and the contract shall terminate simultaneous with the termination of either appropriated funds or federal funds. Upon termination of the contract the OAG will discontinue payment hereunder.

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

7.10 Termination

Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Disbursement services must also continue to contract to provide Local Customer Service services and a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

In the event of termination, said termination occurring for any reason, the County shall work with the OAG for a period of one hundred eighty (180) calendar days following the effective date of such termination to ensure that there will be no interruption of services to families.

7.11 News Releases or Pronouncements

News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this contract by County using any means or media mentioning this contract must be approved in writing by the OAG prior to public dissemination.

7.12 Date Standard

Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

7.13 Changes in the Law

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

7.14 Amendments

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

7.15 Headings

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

7.16 Dispute Resolution Process for County Breach of Contract Claim

7.16.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

7.16.2 County's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter

B, to the Deputy Attorney General For Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 7.16.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 7.16.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the OAG nor any other conduct of any representative of the OAG relating to the contract shall be considered a waiver of sovereign immunity to suit.
- 7.16.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 7.16.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

7.17 Security and Confidentiality

7.17.1 Security and Confidentiality

General

County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 6-2000) and §231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. Should County, its officials or one of its employees make any unauthorized inspection(s) or disclosure(s) of information, this Contract may be immediately terminated by the OAG. County will take care not to disclose information provided by OAG

including particularly to any legislative body (local, state or federal) which could tend to identify such applicants or recipients of financial or other assistance or support enforcement services pursuant to the Federal Social Security Act of 1935, as amended. No electronic list or mailing list of recipients of services shall be created, distributed, or used. Payment history information may not be disclosed or provided to anyone other than the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, or a person authorized by the custodial or non-custodial parent to have the payment history information. Payment history information may be disclosed and/or provided to a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. The payment history screen and any other screen that contains Internal Revenue Service information (FTI) shall only be printed in order to provide payment history information to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. County stipulates that all non IV-D and/or IV-D information is confidential and County agrees that it shall use and/or release non IV-D and/or IV-D case information under the circumstances limited to this Contract.

7.17.2 IRS Information

County shall have limited access to certain information that is from the Internal Revenue Service. Under the Internal Revenue Code, this information is considered Federal tax return information, for which unauthorized access or disclosure carries civil and criminal penalties, more specifically described later in this Contract and the attachments hereto. Therefore in performance of this Contract, County agrees to comply and assume responsibility for compliance by its officials, employees, and subcontractors with the following requirements:

7.17.2.1 All work shall be performed under the supervision of County officials or County's responsible employees.

7.17.2.2 Any return or return information made available shall be used only for the purposes of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an official or employee of County (or as provided above for payment history information) shall require prior written approval by the OAG and the Internal Revenue Service. Requests to make such inspections or

disclosures should be made in writing to both the OAG liaison and the IRS Disclosure Officer, Department of the Treasury, 300 E. Eighth Street, Austin, TX 78701.

- 7.17.2.3 Should a person (County or subcontractor) or one of his/her officials/officers or employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, this Contract may be immediately terminated by the OAG.
- 7.17.2.4 Each official or employee of any person at any tier to whom return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such official or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000 with respect to each instance or unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR §301.6103(n).
- 7.17.2.5 Each official or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such inspection of returns or returns information may also result in an award of civil damages against the official or employees in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an

inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

7.17.2.6 Additionally, it is incumbent upon County to inform its officers subcontractors and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. §552a. Specifically, 5 U.S.C. §552a(i)(1), which is made applicable to contractors by 5 U.S.C. §552(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

7.17.2.7 The IRS and/or the OAG shall have the right to send its officers and employees, unannounced, into the offices and places of business of County and its subcontractors for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where County or its subcontractors are found to be noncompliant with security information safeguards.

7.17.3 Limited Use Or Release Of Information

Information provided by the OAG to County through access to STRADUS and/or TXCSES shall be used only for the purposes of carrying out the provisions of this Contract. Inspection by or disclosure of any non IV-D and/or IV-D case information to anyone other than an official or employee of County or the OAG, other than for the purposes of carrying out, and in accordance with, the provisions of this Contract, shall require prior written approval of the OAG and, where appropriate, the IRS.

7.17.4 Protection Of Information

7.17.4.1 Information accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, restricted areas, locked rooms, locked buildings, identification systems

and control measures, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, access logs, and badges.

7.17.4.2 Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection that is practical. The following security requirements shall be met for FTI. All FTI shall be locked up when not in use. Tape reels, disks or other magnetic media shall be labeled as FTI data when they contain such information. Such labeled magnetic media shall be kept in a secured area under the immediate protection and control of an authorized employee or locked up. When not in use, they shall be promptly returned to a proper storage area/container.

7.17.5 Security Agreements And Training

7.17.5.1 County shall ensure that all persons having access to information obtained from STRADUS and/or TXCSES are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Annual reorientation sessions shall be conducted to ensure that all appropriate employees and subcontractors remain alert to all security requirements.

7.17.5.2 County agrees that it will annually provide its employees, and when applicable its subcontractors, with such security statements or revised security statements and forms as deemed appropriate by the OAG. County shall promptly return said form with original signatures to OAG Information Resources (IR) Division. County personnel, and when applicable its subcontractors, shall only be granted access to STRADUS and/or TXCSES after they have received all required security training, read the OAG Information Security Policy Manual (Attachment A), signed the acknowledgment and read and signed the OAG Statement of Responsibility (Attachment B) and County has given the signed original Statement of Responsibility form to OAG IR Division.

7.17.5.3 County agrees that it will annually provide its employees, and when applicable its subcontractors, with the IRS notification form and return said form with original signatures to OAG IR Division. The

current version of the form is provided at Attachment C. Should the form be revised the OAG shall provide County with a copy of the revised form. The IRS notification form for an employee, and when applicable its subcontractors, must be on file with the OAG IR Division prior to the employee or subcontractor accessing STRADUS and/or TXCSES. Additionally County agrees to post promptly in all work areas the IRS notice contained in Attachment D.

7.17.6 Survival Of Provision

The obligations of County under this Security and Confidentiality provision shall survive this Contract.

7.17.7 Inclusion in all Subcontracts

The requirements of this Security and Confidentiality provision shall be included in all subcontracts.

7.18 Applicable Law and Venue

County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Polk County. All payments under this Contract shall be due and payable in Travis County, Texas.

7.19 Entire Contract

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

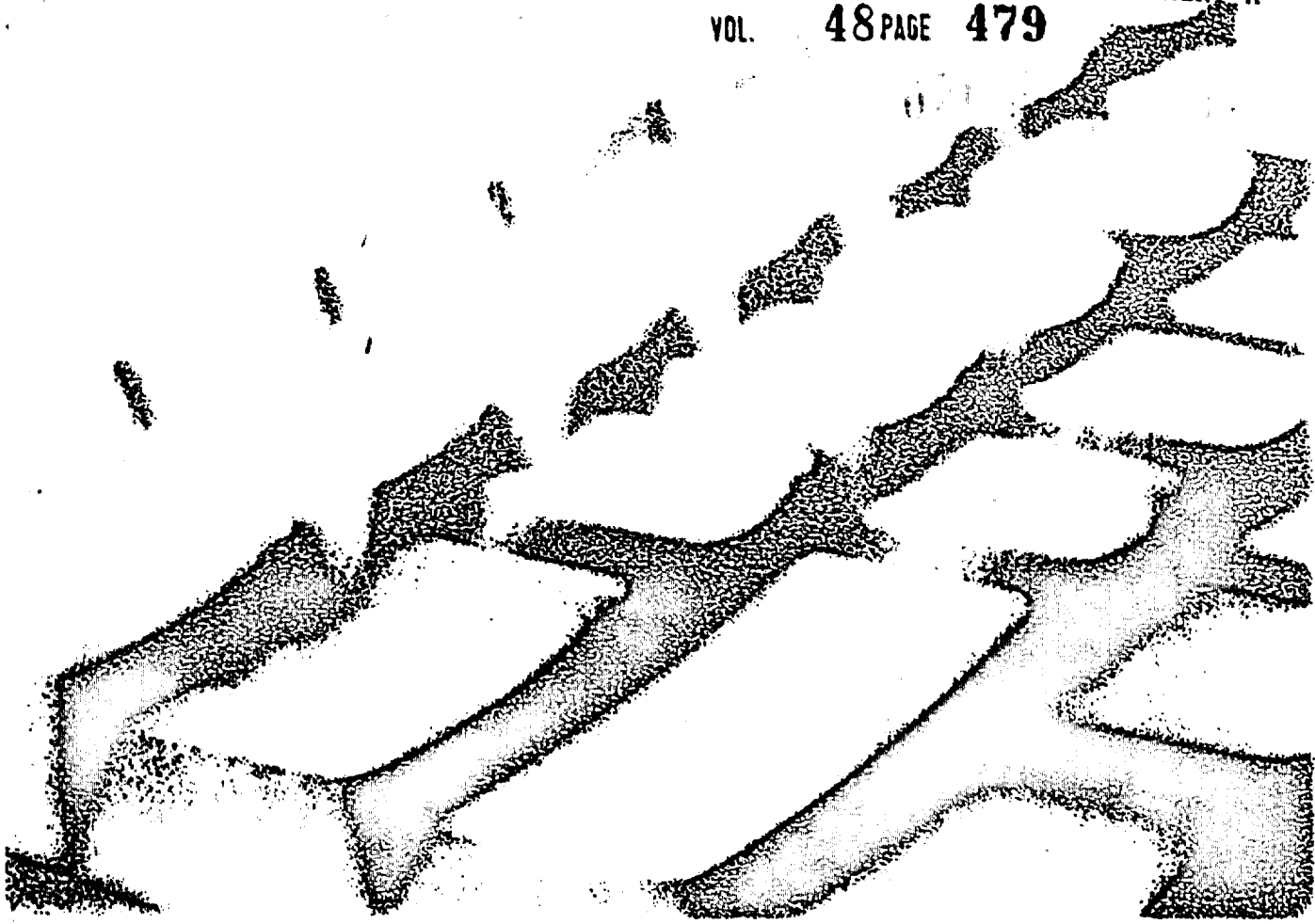
THIS CONTRACT IS HEREBY ACCEPTED

**OFFICE OF THE ATTORNEY
GENERAL**

POLK COUNTY

Cynthia Bryant
Deputy Attorney General for Child Support

The Honorable John P. Thompson
County Judge, Polk County



Information Security Policy Manual



OFFICE OF THE ATTORNEY GENERAL - STATE OF TEXAS
JOHN CORNYN

CONCURRENT STATEMENT

We endorse this document and will enforce the policies within.

Mark Eiland

Date: 7/12/99

Mark Eiland
Information Resource Manager

Andy Taylor

Date: 7/4/99

Andy Taylor
First Assistant Attorney General

John Cornyn

Date: 7/5/99

John Cornyn
Attorney General

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0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

Purpose

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

The Challenging OAG Environment

Information asset protection and contingency planning are becoming two of the more complex challenges of the modern automated environment. Our automation systems consist of large central databases, over one hundred (100) Local Area Networks (LAN) and one of the largest Wide Area Networks (WAN) in the State of Texas. Our network is now tied to the Internet, and other State and federal agencies as required.

Information Asset Protection and Disclosure

As technology becomes more prolific, the chance of OAG information assets becoming destroyed, modified or disclosed, either intentionally or inadvertently, becomes more prevalent. The Texas Administrative Code I TAC 201.13 (b) indicates a required classification and ownership methodology under the Texas Public Information Act.

Security Awareness Program

A comprehensive security awareness program has been established for all OAG personnel. It is incumbent upon each OAG employee, consultant or contractor to be familiar with the *Information Security Policy Manual* and associated procedures in his or her respective area.

Contingency Planning

Finally, the OAG is charged with providing a comprehensive contingency plan and disaster recovery procedures for all data center, and field operations. Information security "ownership," classification, access and controls, resulting risk assessment and criticality analyses are used as a basis for business resumption planning.

1.0 Policy**1.1 Program Policy:**

Information and information resources residing in the Office of the Attorney General (OAG) are strategic and vital assets belonging to the people of Texas. These assets require a degree of protection commensurate with their value. Measures will be taken to protect these assets against accidental or unauthorized disclosure, modification or destruction, as well as to assure the security, reliability, integrity and availability of information.

1.2 Scope of Policy:

This policy applies to all information resources that are used by or for the OAG. It applies to information processing systems throughout their life cycle. This policy also applies to all users (manager, employees, contractors, etc.) of OAG information assets.

1.3 Issue-Specific Policy:

The following are the policies that cover specific issues as they relate to the security of information within the OAG.

1.3.1 Use of OAG Information Resources:

State information resources will be used only for official State purposes. Compliance with this policy will be monitored via periodic maintenance, scheduled and random audits. The individual user of OAG information resources shall have no expectation of privacy for information contained within or processed by an OAG information resource.

1.3.2 Classification of Information (Data) Assets:

All information processed by or for the OAG is of value and therefore will be classified. The OAG has three levels of data classification. They are confidential, sensitive and unclassified. Further detailed descriptions of these classifications can be found in the "Information Classifications" section of the Information Security Procedure Manual.

1.3.3 Information Asset Protection:

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

Access to OAG information resources must be strictly controlled. State law requires that State owned information resources be used only for official State purposes. Read access to OAG information is on a need-to-know basis. When access by the user requires the use of a password, or other security measure, that security measure must be kept confidential by the intended user.

1.3.5 Data Integrity:

The integrity of data, its source, its destination and processes applied to it must be assured. The creation or modification of OAG information may only be performed by authorized personnel. Each user will be individually accountable for his/her actions when handling, processing, or otherwise using OAG information.

1.3.6 E-Mail:

Electronic mail (e-mail) is a form of communication which uses information assets. However, as with the use of phones (excluding long distance) employees may use the e-mail system for communicating with OAG employees on non official business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.7 Copyright:

OAG information assets shall not be used to produce illegal copies of copyrighted information. Illegal copies of software shall not be loaded or executed on OAG information systems. Regular audits will be conducted to search for unauthorized software installed on machines.

1.3.8 Personal Hardware and Software:

No personal programs of any kind are to be loaded onto any State computer. Hardware provided by the user may not be used at the OAG or connected to the OAG's networks.

1.3.9 Shareware and Freeware:

Shareware and freeware will not be loaded or otherwise used on OAG systems unless specifically approved by the Information Resource Manager.

1.3.10 Asset Protection:

Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. The protection of

1.3.15 Contingency Planning:

All information resources determined by agency management to be essential to the agency's critical mission and functions, shall have a written and cost-effective contingency plan. The contingency plan shall be tested and updated annually to assure that it is valid and current. Backups of data and software will be maintained to mitigate the impact of such a disaster. A disaster declaration will be issued by the Attorney General in the event that a disaster destroys or makes inoperable a significant portion of the processing capability of the OAG. This declaration will authorize the Information Resource Manager to make timely decisions in the recovery of the information assets.

1.3.16 Termination and Transfers:

Computer user identifications (User ID's) for employees that have terminated employment with the OAG must be removed from the computer system immediately following termination notification. If the agency is terminating the employee, the ID should be removed prior to or at the same time of the employee being notified of the termination. For employees transferring to another position and/or section within the OAG, the user ID should also be removed immediately.

1.3.17 Bulletin Board Access:

Users of OAG information assets are authorized to access electronic bulletin boards in performance of their duties, but they remain responsible for ensuring that all security precautions and policies are followed. Policies 1.3.6 & 1.3.7 on personal software and freeware and shareware still apply to anything that is downloaded from bulletin boards (including Texas State bulletin boards).

1.3.18 Internet Policy:

The OAG has provided e-mail access to the Internet for all employees. Employees should use caution and are responsible for his or her actions when using this medium. Web browser access should be limited to those areas relevant to your job functions. Web access to non-job related sites represents an unauthorized use of government time, property and facilities. Employees violating this policy are subject to disciplinary action, up to and including dismissal from the Agency.

CAVEAT: The OAG has implemented reasonable security measures to protect staff when using the Internet. However, the OAG cannot guarantee the security when using this system. Therefore, confidential and sensitive information will not be transferred using this medium.

1.3.19 Passwords:

Systems which use passwords, shall follow the OAG guidelines based upon the federal standard on password usage contained in the Federal Information Processing Standard Publications 112 (FIPS PUB 112), which specifies minimum criteria and provides guidance for selecting additional password security criteria, when appropriate. Copies of FIPS PUB 112 are available from the Information Security Officer. Disclosure of an individual's password or use of an unauthorized password or access device may be punishable under both State and Federal law.

1.3.20 Security Breaches:

Any event which results in loss, disclosure, unauthorized modification, or unauthorized destruction of information resources constitutes a security incident or breach. Users should report any security breaches immediately to the ISO, who will promptly investigate the incident. If criminal action is suspected, the agency must contact the appropriate local law enforcement and investigative authorities immediately.

1.3.21 Data Communications Systems:

Network resources (LAN-WAN-Mainframe) that access confidential or sensitive information will assume the security level of that information for the duration of the session. All network components under State control must be identified and restricted to their intended use.

1.3.22 Dial-up Access:

For services other than those authorized for the public, authorized users of dial-up access shall be positively and uniquely identifiable and their identity authenticated to the systems being accessed.

1.3.23 User Identification:

Except for public users of systems where such access is authorized, or for situations where risk analysis demonstrates no need for individual accountability of users, each user of a multiple-user automated system shall be assigned a unique personal identifier or user identification.

1.3.24 Warning Statements:

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:



- (i) unauthorized use is prohibited;
- (ii) usage may be subject to security testing and monitoring; and
- (iii) abuse is subject to criminal prosecution.

1.3.25 System Development and Testing:

Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems. Test functions shall be kept either physically or logically separate from production functions.

1.3.26 Statement of Responsibility:

All OAG personnel shall be required to provide written acknowledgment that they have received, read and understand the Information Security Policy Manual.

1.3.27 Automatic Suspension / Deletion of User ID's:

Mainframe, LAN and Remote Access ID's will be monitored for usage. Unused ID's pose a security threat and will be subject to suspension after 30 days and deletion after 60 days, without notice to the user.

1.3.28 Physical Security:

Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures. Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

The OAG will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities.

**OFFICE OF THE ATTORNEY GENERAL
CHILD SUPPORT DIVISION INFORMATION ACCESS STATEMENT OF RESPONSIBILITY**

Name	Social Security Number
Position	Agency, County or Company Employed By
Work Location (City)	Work Location (County)

General Information: All information that is used in or by the Office of the Attorney General (OAG) is to be disseminated on a "need-to-know" basis. Only authorized personnel may add, modify and/or delete information.

Statements: I understand that the information concerning any person, customer or client that may come to my knowledge while using the OAG computers or in otherwise performing under contract for the OAG, shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with:

- the administration of the plan or program approved under parts A, B, D, E or F of Title IV or under Titles I, X, XIV, XVI, XIX or XX or the supplemental security income program established under Title XVI of the Social Security Act of 1935, as amended
- any investigations, prosecution, or criminal or civil proceeding conducted in connection with the administration of any such plan or program
- the administration of any other federal or federally-assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need
- reporting to an appropriate agency or official information on known or suspected instances of physical or mental injury, sexual abuse or exploitation, or negligent treatment or maltreatment of a child who is the subject of a child support enforcement activity under circumstances which indicate that the child's health or welfare is threatened thereby

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. Such unauthorized disclosure is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both.

These safeguards also prohibit disclosure to any committee or legislative body (federal, state or local) of any information that identifies by name or address any such applicant or recipient. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with OAG policy will result in disciplinary action, up to and including termination.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s). I agree not to attempt to circumvent computer security by using or attempting to use any transaction, software, files or resources that I am not authorized to use. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By signing this statement I certify that I:

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

SIGNATURE: _____

Kathy E. Clifton

DATE: _____

3/20/02



IRS INFORMATION DISCLOSURE LIMITATIONS

It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code.

It is unlawful for any person willfully to inspect, except as authorized, any Federal return or return information. Such action is punishable by a fine up to \$1000 or imprisonment up to 1 year, or both, together with the costs of prosecution. See section 7213A of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent inspection of such information plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action.

I acknowledge that I am aware of the above civil and criminal liabilities.

Kathy E. Clifton
Printed name

Kathy E. Clifton
Signature

3/29/02
Date

WARNING

DISCLOSURE LIMITATIONS

It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

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Attachment E

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

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

PERIOD: December 1, 2000 to August 31, 2003

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Signature

Date

Agency/Organization

Date

#7
Commissioner Bob Willis

COPY

P.O. Box 740
Goodrich, Texas 77335

Phone (936) 365-2222
Fax (936) 365-4237

April 05, 2002

Judge John Thompson
Polk County Courthouse
Livingston, Texas 77351

Dear John,

Enclosed please find copy of the letter from the Goodrich North Homeowners Association, dated March 10, 2002, regarding their roads. After inspection of the roads (Air Castle Hill, Broken Bow, Creek Ridge Drive, Fern Springs Circle, Hiding Place, Ivory Tower, Jonathan's Flight Path, Chinquapin Lane and Trail's End). I am convinced that they do meet our County's guidelines in order to be adopted as County roads.

Please place this on the next Commissioners Court agenda.

Sincerely,



Robert C. "Bob" Willis
Commissioner Precinct I

1900

#8



INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
LIBERTY COUNTY, TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Texas law authorizes local governments to contract with each other to provide services; and

WHEREAS, Texas law and state policy also provide for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor; and

WHEREAS, the **COUNTY OF POLK** is a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court and the **COUNTY OF LIBERTY**, is a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court, under the terms, authority and provisions of the Government Code of the State of Texas; and

WHEREAS, it has been found and determined by the Commissioners Court of Polk County, Texas, and by the Commissioners Court of Liberty County, Texas, that it is advantageous to each named governmental entity that services be exchanged between each County with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions; and

WHEREAS, it is agreed by the governing bodies of Polk County and Liberty County that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated:

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed:

1. Polk County and Liberty County hereby agree to provide, through its Road and Bridge Precincts, mutual aid as may be requested by a governmental unit which has emergency conditions of a natural disaster as defined by Texas law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of Polk or Liberty County. The judgment of the County Commissioners or his designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another jurisdiction shall remain employees of their respected County, but shall work under the supervision of the County Commissioners of requesting jurisdiction. Polk County and Liberty County both retain the right to withdraw any and all aid rendered upon direction of the County Commissioners.
3. The County Commissioners will provide a list of hourly rates and equipment costs, and hours worked for all such aid rendered to the requesting jurisdiction for all actual costs, and the requesting jurisdiction agrees to compensate such claim for costs incurred as expeditiously as possible.
4. Polk County and Liberty County will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the requested County for any and all claims occurring while its personnel and equipment are working under the direction of the County Commissioners of the requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

The purpose of these recitals is to insure that Polk County and Liberty County are reimbursed all costs and assume no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable for its failure or refusal to tender aid pursuant to this agreement. The County Commissioners (or his/her designee in charge of operations) shall in their discretion determine the manner in which such emergency aid may be used.

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held this the _____ day of _____ 2002.

THE COUNTY OF POLK

By: _____
John P. Thompson, County Judge

ATTEST:

Barbara Middleton, County Clerk

The foregoing agreement was approved by the Commissioners Court of Liberty County at its duly announced public meeting held this the _____ day of _____ 2002.

THE COUNTY OF LIBERTY

By: _____
Lloyd Kirkham, County Judge

ATTEST:

Delia Sellers, County Clerk

#10

POLK COUNTY TREASURER 1ST QUARTER REPORT FOR THE MONTHS OF OCT, NOV, DEC 2001

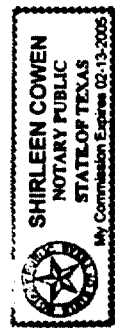
FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	INVESTMENT	BALANCE
GENERAL	(438,162.99)	2,749,008.94	2,483,742.66	274,313.65	101,416.94
HOTEL TAX	31,267.90	10,146.67	19,641.11		21,773.46
ROAD & BRIDGE	91,722.09	855,675.67	838,498.20	189,626.82	298,526.38
LATERAL RD	(10,099.76)	42,800.56	0.00	45,965.18	78,665.98
PERM R & B	293.19	0.00	0.00	1,375.23	1,668.42
SECURITY	1,884.12	18,775.79	12,561.68	64,033.32	72,131.55
HIST COMM P/R	296.05	0.00	0.00		296.05
ENV SERVICE	99,694.57	378,955.03	185,563.07	920,678.76	1,213,755.29
FEMA	299.07	54,228.30	0.00		54,527.37
LAW LIBRARY	4,971.72	3,550.00	1,111.24	21,577.84	28,988.32
DA INV TRAINING	1,302.69	0.00	0.00		1,302.69
D A SPECIAL	9,370.78	17,577.99	14,340.10		12,608.67
D A HOT CHECK	20,954.93	6,933.04	2,708.57		25,179.40
AGING	(72,883.33)	96,684.14	115,783.10		(91,982.29)
DEBT SERVICE	19,315.80	399,862.93	160,812.56	132,642.58	391,008.75
DEBT SVC-ENV SVC	0.00	0.00	0.00		0.00
94 CO ENV SERVICE	598.45	48,712.81	122,510.00		616,574.28
91 CO ENV SERVICE	159.02	0.00	0.00	3,735.55	3,894.57
MUSEUM TRUST	1,062.27	3,000.00	2,862.10	60,032.96	61,233.13
CO BTLE FUNDS	379.00	0.00	0.00		379.00
JUDICIARY	83,719.04	86,508.70	64,336.41		105,891.33
SO CONTRABAND	15,738.23	11,772.30	4,375.76	23,102.24	46,237.01
DA CONTRABAND	26,895.21	1,092.90	4,988.60	66,578.27	89,577.78
DRG SEIZURE PEND	0.00	40,980.00	50,527.00	281,330.48	271,783.48
SO CONTA (FED)	0.00	0.00	0.00	1,286.97	1,286.97
RAP	23,861.01	13,825.00	26,053.50	85,938.91	97,571.42
RECORDS MGMT	4,964.00	3,291.61	4,977.59		3,278.02
PROBATION	39,619.03	329,775.50	358,280.10		11,114.43
TOTAL	(42,767.91)	5,173,157.88	4,473,673.35	2,786,793.04	3,445,489.66
JP#3	5,991.75	76,024.07	78,220.95		3,794.87
HISTORICAL	3,651.64	2,188.53	4,427.62	293,855.36	295,267.91
CORRIGAN AGING	448.16	2,232.95	2,681.11		(0.00)
ONALASKA AGING	0.00	0.00	0.00		0.00
BIG THICKET BRIDGE	0.00	0.00	0.00		0.00
EWP GRANT	0.00	59,419.24	59,419.24		0.00
PAYROLL	2,533.39	1,185,553.63	1,185,559.93	373,944.05	2,527.09
PERMANENT	3,542.17	465.37	3,008.56		374,943.03
AVAILABLE	5,975.31	71.00	5,563.01	109,122.23	109,605.53
FED EQUITABLE SHARE	1,695.54	0.00	174.26		1,521.28
GRAND TOTAL	(18,949.95)	6,499,112.67	5,812,728.03	3,565,714.68	4,233,149.37

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT.

Nola Reneau
 NOLA RENEAU
 COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
 THIS 19TH DAY OF APRIL, 2002

Shirleen Cowen



INVESTMENT REPORT
QTR ENDED 12/31/01

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
General	765,891.69		496,000.00	4,421.98		274,313.65
Road & Bridge	457,455.80		270,000.00	2,171.02		189,626.82
Lateral R & B	45,662.22			302.96		45,965.18
Perm R & B	1,366.17			9.06		1,375.23
Security	73,567.37		10,000.00	465.95		64,033.32
Env Svc Operating	989,234.03		75,000.00	6,444.73		920,678.76
Law Library	21,435.61			142.23		21,577.84
Debt Service	131,768.29			874.29		132,642.58
DBT SVC-Env Svc	612,510.26			4,064.02		616,574.28
94 CO Env Svc	48,586.01			126.80		48,712.81
91 CO Env Svc	3,710.93			24.62		3,735.55
Museum Trust	62,624.10		3,000.00	408.86		60,032.96
CO BTLE Funds	0.00			0.00		0.00
SO Contraband	22,949.97			152.27		23,102.24
DA Contraband	66,139.43			438.84		66,578.27
Dirg Seizure Pend	248,121.84	40,980.00	9,547.00	1,775.64		281,330.48
SO Contra (Fed)	1,278.49			8.48		1,286.97
RAP	85,372.47			566.44		85,938.91
Historical Comm	293,908.04		2,000.00	1,947.32		293,855.36
Perm School	372,476.21	3,000.00		2,466.59	(3,998.75)	373,944.05
Avail School	100,425.84	4,000.00		697.64	3,998.75	109,122.23
Total Investments	4,404,484.77	47,980.00	914,259.81	27,509.72		3,565,714.68

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which require quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Nola Reneau
Nola Reneau, County Treasurer

#10

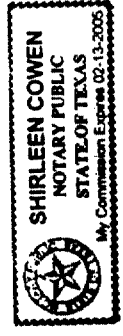
POLK COUNTY TREASURER 2ND QUARTER REPORT FOR THE MONTHS OF JAN, FEB, MAR, 2002

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	INVESTMENT	BALANCE
GENERAL	(172,896.71)	5,680,841.56	5,654,307.28	3,067,235.50	2,920,873.07
HOTEL TAX	21,773.46	9,085.19	21,449.73		9,388.92
ROAD & BRIDGE	108,899.56	1,737,418.15	1,815,662.91	1,384,797.12	1,395,451.92
LATERAL RD	32,700.80	0.00	30,000.00	76,317.88	79,018.68
PERM R & B	283.19	1,379.99	1,673.18	0.00	0.00
SECURITY	8,098.23	8,948.76	12,165.90	64,333.67	69,214.76
HIST COMM P/R	296.05	0.00	0.00	296.05	296.05
ENV SERVICE	283,076.53	127,240.16	418,714.35	1,305,866.43	1,307,468.77
FEMA	54,527.37	33,915.00	33,915.00	54,527.37	54,527.37
LAW LIBRARY	7,410.48	4,060.00	8,523.43	29,648.96	29,648.96
DA INV TRAINING	1,302.69	0.00	19,748.99	26,701.91	(18,448.30)
D A SPECIAL	12,608.67	2,383.29	4,637.99	4,637.99	10,383.97
D A HOT CHECK	25,178.40	5,077.67	2,524.80	27,732.27	27,732.27
AGING	(91,982.29)	110,761.08	169,223.07	(150,444.28)	(150,444.28)
DEBT SERVICE	258,366.17	1,709,491.84	1,947,658.81	694,829.94	715,029.14
DEBT SVC-ENV SVC	0.00	0.00	0.00	619,466.37	619,466.37
94 CO ENV SERVICE	(73,198.74)	5,497.58	7,423.65	(75,124.81)	(75,124.81)
91 CO ENV SERVICE	159.02	0.00	0.00	3,753.07	3,912.09
MUSEUM TRUST	1,200.17	3,200.00	2,692.92	57,106.02	58,813.27
CO BTL FUNDS	379.00	0.00	0.00	379.00	379.00
JUDICIARY	105,891.33	89,336.75	108,688.62	86,539.46	86,539.46
SO CONTRABAND	23,134.77	16,537.00	33,583.46	42,685.27	48,773.58
DA CONTRABAND	22,999.51	13,218.10	30,361.89	81,988.49	87,844.21
DRG SEIZURE PEND	(9,547.00)	48,457.41	37,660.41	296,686.98	297,936.98
SO CONTA (FED)	0.00	0.00	0.00	1,293.01	1,293.01
RAP	11,632.51	16,980.00	14,608.23	96,380.65	110,384.93
RECORDS MGMT	3,278.02	3,110.25	2,835.59	3,552.68	3,552.68
PROBATION	11,114.43	375,539.34	363,605.49	23,048.28	23,048.28
TOTAL	656,696.62	10,002,459.12	10,741,665.70	7,799,442.31	7,716,932.35

Nola Reneau
 NOLA RENEAU
 COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
 THIS 19TH DAY OF APRIL, 2002

Shirleen Cowen



JP#3	3,794.87	80,756.55	77,286.80	7,264.62	7,264.62
HISTORICAL	1,412.55	6,633.33	2,252.12	292,221.94	298,015.70
CORRIGAN AGING	0.00	2,344.90	2,344.90	0.00	0.00
ONALASKA AGING	0.00	0.00	0.00	0.00	0.00
BIG THICKET BRIDGE	0.00	0.00	0.00	0.00	0.00
EMP GRANT	0.00	3,000.00	3,000.00	0.00	0.00
PAYROLL	2,527.09	1,320,683.45	1,320,683.36	373,760.19	2,527.18
PERMANENT	998.98	54.08	1.85	99,324.06	374,811.40
AVAILABLE	483.30	12,205.88	12,111.95	99,901.29	99,901.29
FED EQUITABLE SHARE	1,521.28	0.00	98.60	1,422.68	1,422.68
GRAND TOTAL	667,434.69	11,428,137.31	12,159,445.28	8,564,748.50	8,500,875.22

INVESTMENT REPORT
QTR ENDED 03/31/02

FUND	BEG BAL	TXPOOL DEPOSITS	BANK CD'S PURCHASED	TXPOOL WDRWALS	INTEREST EARNED	INTERFUND TRANSFERS	END BALANCE
General	274,313.65	3,257,000.00	80,000.00	555,000.00	10,921.85		3,067,235.50
Road & Bridge	189,626.82	1,101,379.99	140,000.00	70,000.00	3,790.31		1,364,797.12
Lateral R & B	45,965.18	30,000.00	0.00	0.00	352.70		76,317.88
Perm R & B	1,375.23	0.00	0.00	1,379.99	4.76		0.00
Security	64,033.32	0.00	0.00	0.00	300.35		64,333.67
Env Svc Operating	920,678.76	385,000.00	0.00	5,700.00	5,887.67		1,305,866.43
Law Library	21,577.84	5,000.00	0.00	0.00	124.07		26,701.91
Debt Service	132,842.58	1,144,000.00	30,000.00	615,000.00	3,187.36		694,829.94
DBT SVC-Env Svc	616,574.28	0.00	0.00	0.00	2,892.09		619,466.37
91 CO Env Svc	3,735.55	0.00	0.00	0.00	17.52		3,753.07
Museum Trust	60,032.96	0.00	0.00	0.00	273.06		57,106.02
SO Contraband	23,102.24	29,000.00	0.00	3,200.00	183.03		42,685.27
DA Contraband	66,578.27	25,000.00	0.00	9,600.00	410.22		81,988.49
Drg Seizure Pend	281,330.48	25,848.41	0.00	11,812.00	1,320.09		296,686.98
SO Contra (Fed)	1,286.97	0.00	0.00	0.00	6.04		1,293.01
RAP	85,938.91	10,000.00	0.00	0.00	441.74		96,380.65
Historical Comm	293,855.36	0.00	0.00	3,000.00	1,366.58		292,221.94
Perm School	373,944.05	0.00	0.00	0.00	1,748.61	(1,932.47)	373,760.19
Avall School	109,122.23	0.00	0.00	12,200.00	489.36	1,932.47	99,324.06
Total Investments	3,565,714.68	6,012,228.40	250,000.00	1,296,891.99	33,697.41		8,564,748.50

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which require quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Nola Reneau
Nola Reneau, County Treasurer

#11

COPY

**Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive financial assistance from the Task Force on Indigent Defense to provide indigent defense services in the county; and


WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Polk County Commissioners Court has agreed that in the event of loss or misuse of the funds, Polk County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to execute the grant application for the Indigent Defense Expense Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and Contact Person for this grant and the County Auditor/County Treasurer is designated as the Financial Officer for this grant.

Adopted this 23rd day of APRIL, 2002.


County Judge

Attest:


County Clerk

12
X


POLK COUNTY
By: Bill Law, County Auditor

Budget Revision
#2002-14a

April 23, 2002

VOL. 48 PAGE 504

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-435-490	Contingencies	600.00		Per Judge Thompson	3000.00	3600.00	600.00
010-435-408	Pro rata Judge		600.00	Per Judge Thompson	2350.00	1750.00	-600.00
010-455-390	Subscriptions	30.45		Per Darrell Longino	250.00	280.45	30.45
010-455-427	Travel/Training		30.45	Per Darrell Longino	1500.00	1469.55	-30.45
010-495-315	Office Supplies	200.00		Per Bill Law	2000.00	2200.00	200.00
010-495-572	Office Equipment/Furnishings		200.00	Per Bill Law	2400.00	5550.00	3,150.00
010-630-405	Indigent/Contract services	28,000.00		Per Judge Thompson	0.00	45500.00	45,500.00
010-645-105	Salaries / Social Services		9000.00	Per Judge Thompson	44850.49	35850.49	-9,000.00
010-630-404	Indigent Care		19000.00	Per Judge Thompson	800000.00	781000.00	-19,000.00
010-512-315	Office Supplies	500.00		Per Wyatt Cooksey	1500.00	2000.00	500.00
010-512-490	Miscellaneous	1,000.00		Per Wyatt Cooksey	1000.00	3075.00	2,075.00
010-512-405	Nurses/Doctor		1500.00	Per Wyatt Cooksey	36000.00	34500.00	-1,500.00
015-623-337	Materials/Supplies	1,925.08		Per Bill Law	10500.00	12425.08	1,925.08
015-623-354	Tires/Tubes	193.74		Per Bill Law	5700.00	8571.74	2,871.74
015-623-456	Parts/Repairs		2118.82	Per Bill Law	69500.00	64881.18	-4,618.82

Approved By: 
Date: 4/23/02

32,449.27 32,449.27

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	6,128.00
TOTAL OF ALL FUNDS	6,128.00

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
051 AGING DEPT	183.01
TOTAL OF ALL FUNDS	183.01

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

[Signature]

W. H. LAW
COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 FOLK COUNTY HISTORICAL COMM	124.33
TOTAL OF ALL FUNDS	124.33

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

William H. Law

 COUNTY AUDITOR

John P. Thompson

 COUNTY JUDGE

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

CHECK # 168373

BANK ACCT MAIN 04/09/2002 \$64.13
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****# 13

BROOKSHIRE BROTHERS #71
PO BOX 2509
ORALASKA AK 99577

CHECK # 168373

010-228-000 GENERAL FUND 60.38
010 228 000 GENERAL FUND 3.75

*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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2002

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	12,797.71
015 ROAD & BRIDGE ADM	16,589.54
093 CO CLERK RECORDS MGMT FUND	42,600.00
TOTAL OF ALL FUNDS	71,987.25

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED

William F. Law
John P. Thompson

W. F. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

CHECK # 166208

BANK ACCT: MAIN 34/05/2002 \$22.68
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****22 68

MANGALAFU RD, BHUVANA L
515 GAS LIGHT BLVD
LUFKIN TX 75904

CHECK # 166208

010-512-391 GENERAL FUND JAIL 1 22.68

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	383.98
TOTAL OF ALL FUNDS	383.98

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

E. H. LAW

COUNTY CLERK

JAMES P. THOMPSON

COUNTY JUDGE

Atty Gen. E. H. Law
John H. Thompson

VCH011 PAGE 1

ELECTRONIC FEDERAL TAX PAYMENTS

DATE 04/11/2002

REF #	VEN #	VENDOR NAME	AMOUNT
ACH252		FIRST STATE BANK	\$59,451.56
ACH253		POLK CO PAYROLL ACCT	\$187,581.83
TOTAL AMOUNT			\$247,033.39

John D. Longman

fy 02

MEMORIAL OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14,218.00
015 ROAD & BRIDGE ADM	1,421.73
027 SECURITY FUND	55.00
101 ADULT SUPERVISION	1,279.60
108 CCF - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	526.36
TOTAL OF ALL FUNDS	17,976.19

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

William H. Faust
 COUNTY AUDITOR
John P. Thompson
 COUNTY JUDGE

CHECK # 159149

BANK ACCT MAIN 04/12/2002 \$300.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

00

*****200

WHITEHUNT, JAMES F
1205 N. WASHINGTON
LIVINGSTON TX 77351

CHECK # 159149

010-691-426 GENERAL FUND 040720 300.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



8405

DATE 04/13/2002 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REP #	VEN #	VENDOR NAME	AMOUNT
ACH254		TEKPOOL	\$10,797.00
TOTAL AMOUNT			\$10,797.00

John P. Thompson

Copy

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	12,790.83
015 ROAD & BRIDGE ADM	375.54
051 AGING DEPT	99.53
061 DEPT SERVICE FUND	6,355.35
088 JUDICIARY FUND	4,041.50
TOTAL OF ALL FUNDS	23,662.75

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

CHECK # 169078

*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
BANK ACCT: MAIN 04/15/2002 56.00
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CC

TRINA CHEEK
242 GARDENVILLAS CR
DHALASKA TX 77350

CHECK # 169078

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010-435-485 GENERAL FUND 2-11-0 6.00
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July 02

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	87,470.81
015	ROAD & BRIDGE ADM	40,825.74
012	ENVIRONMENTAL SERVICES	164.66
040	LAW LIBRARY FUND	886.35
047	D/A CAPITAL TRAIL GRANT	220.64
049	DISTRICT ATTY HOT CHECK FUND	321.56
051	AGING DEPT	5,598.80
090	DRUG FORFEITURE FUND	1,890.00
093	CO CLERK RECORDS MGMT FUND	834.06
094	COUNTY RECORDS MGMT FUND	1,085.91
TOTAL OF ALL FUNDS		139,298.53

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

July 05

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,383.21
015 ROAD & BRIDGE ADM	368.90
027 SECURITY FUND	11.95
049 DISTRICT ATTY HOT CHECK FUND	84.80
051 AGING DEPT	4.47
061 DEPT SERVICE FUND	17,822.18
TOTAL OF ALL FUNDS	21,675.51

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

U. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

U. H. Law
John P. Thompson

CHECK # 159420

BANK ACCOUNT MAIN 04/17/2002 \$274.70
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*****274 70

CITY OFFICE SUPPLY

115 E 4TH ST.
LIVINGSTON TN 37351

CHECK # 159420

010-575-315 GENERAL FUND	94992	44.80
010 575 315 GENERAL FUND	92263	47.94
051 545 315 AGING DEPT	92902	35.00
010 450 315 GENERAL FUND	94067	62.26
010 515 315 GENERAL FUND	94061	78.71
010 400 315 GENERAL FUND	94125	5.99

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ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	7,373.00
TOTAL OF ALL FUNDS	7,373.00

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

W. E. Law

W. E. LAW

COUNTY AUDITOR

JAMES P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	177.90
TOTAL OF ALL FUNDS	177.90

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

 W. H. LAW
 COUNTY AUDITOR

 JOHN P. THOMPSON
 COUNTY JUDGE

ADDITIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	81.99
TOTAL OF ALL FUNDS	81.99

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

W. H. LAW

COUNTY AUDITOR

JAMES P. THOMPSON


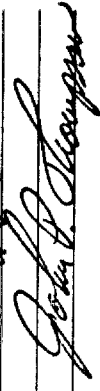
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	5,159.00
TOTAL OF ALL FUNDS	5,159.00

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


 W. H. JAN
 COUNTY AUDITOR

 JOHN P. THOMPSON
 COUNTY JUDGE

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	228.00
TOTAL OF ALL FUNDS	228.00

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	214.41
TOTAL OF ALL FUNDS	214.41

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

W. E. Law

W. E. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

ADDITIONAL

Vendor	Amount
REBECCA RIVERA	\$ 490.68
WILLIAM "BILLI" WILLIS	\$ 1,771.98
EDWARD B. GRIPON M.D., P.A.	\$ 3,700.00
ROGER D. SAUNDERS PH.D.,P.C.	\$ 2,400.00
THE FORENSIC PANEL	\$ 10,068.75
GERALD SELL	\$ 4,675.00
SANDER,JOHN/POLK CO. ELECTRIC	\$ 520.00
GENERAL FUND	\$ 15,613.00
SONDRA HUMPHREY	\$ 150.00
COURTHOUSE WHISTLE STOP CAFÉ	\$ 66.65
OUT TO LUNCH CAFÉ	\$ 91.37
WEST GROUP	\$ 35.50
ASSOCIATES CAPITAL (TEXACO CREDIT)	\$ 26.17
PRECISION AIR	\$ 29,050.00
O.C. BROOKS	\$ 375.00
DONALD MAXWELL	\$ 81.87
KATHY CLIFTON	\$ 295.44
ELIZABETH COKER	\$ 86.54
MADINE ALLEN	\$ 14.23
TEXAS ASSOC. OF COUNTIES	\$ 105.00
NOLA RENEAU	\$ 335.84
DR. RALPH JENKE DDS	\$ 227.00
MEMORIAL MEDICAL CENTER OF EAST TEXAS	\$ 1,130.81
DR. RAYMOND LUNA	\$ 963.00
ANGELINA DIAGNOSTIC RADIOLOGY	\$ 39.89
BROOKSHIRES BROTHERS LTD	\$ 138.60
MEMORIAL MEDICAL CENTER OF LIVINGSTON	\$ 48.28
SCRIPT CARE INC	\$ 703.03
SCRIPT CARE INC	\$ 4,604.56
THE HEART INSTITUTE	\$ 2,069.71
ANGELINA DIAGNOSTIC RADIOLOGY	\$ 682.44
EAST TEXAS HEART and VASCULAR	\$ 1,758.75
WOODLAND HEIGHTS MEDICAL CENTER	\$ 2,007.45
DR. ROBERT LINDSEY	\$ 99.83
LABCORP OF AMERICA HOLDINGS	\$ 135.10
DR. RAUL GUTIERREZ	\$ 79.92
RANDALL MEDICAL CLININC	\$ 510.90
UNIVERSITY OF TEXAS MEDICAL BRANCH	\$ 256.02
MEMORIAL MEDICAL CENTER OF EAST TEXAS	\$ 1,942.35
MEMORIAL MEDICAL CENTER OF LIVINGSTON	\$ 3,260.64
RON DUNNAHOE	\$ 409.82
NORTH & EAST TEXAS C-JUDGE & COMM.	\$ 500.00
WALTER Y. QUIJANO PH D P.C.	\$ 2,350.00
CAROL RILEY	\$ 180.17
BARBARA MIDDLETON	\$ 157.38
CITY OFFICE SUPPLY	\$ 238.71
LIVINGSTON LONG DISTANCE	\$ 36.16

NET DATA USERS CONFERENCE	\$	230.00
JUDY ISAACS	\$	237.73
TOTAL	\$	<u>94,951.27</u>

John P. Thompson

4/11/02

DATE: APRIL 10 THROUGH APRIL 23, 2002

EMPLOYEE NO.	EMPLOYEE NAME	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	BOBBY R. KEY	JAIL	#1033 SHIFT SUPERVISOR	REGULAR FULL-TIME	154	\$23,908.75	RECLASSIFIED TO #1038 DEPUTY SHERIFF TRANSPORT (16/2) (\$23,908.75) EFFECTIVE 04/24/2002
(2)	JIMMIE B. FARRAR	JAIL	#1036 DEPUTY SHERIFF TRANSPORT	REGULAR FULL-TIME	16/2	\$23,908.75	RECLASSIFIED TO # 1053 SHIFT SUPERVISOR (15/4) (\$23,908.75) EFFECTIVE 04/24/2002
(3)	IDA LANGLEY	AGING SERVICES RESERVATION	#1286 KITCHEN HELPER	LABOR POOL -900 HRS.	UNCLASSIFIED	\$6.98 HR.	SEPARATION - PLACED ON ALABAMA-COUSHATTA TRIBE PAYROLL EFFECTIVE 04/01/2002
(4)	NELLE SYLESTINE	AGING SERVICES RESERVATION	#1286 KITCHEN HELPER	REGULAR PART-TIME	UNCLASSIFIED	\$6.98 HR.	SEPARATION - PLACED ON ALABAMA COUSHATTA TRIBE PAYROLL EFFECTIVE 04/01/2002
(5)	KARA G. BATTISE	AGING SERVICES RESERVATION	#1286 KITCHEN HELPER	REGULAR PART-TIME	UNCLASSIFIED	\$6.98 HR.	SEPARATION - PLACED ON ALABAMA COUSHATTA TRIBE PAYROLL EFFECTIVE 04/01/2002
(6)	LARRY R. WILLIAMS	SHERIFF	#1043 TELECOMMUNICATIONS OPER.	REGULAR FULL-TIME	11/2	\$18,891.85	RESIGNATION EFFECTIVE 04/09/2002
(7)	PAMELA KAY FARMER	COUNTY CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	10(9/1)	\$16,516.06	NEW HIRE EFFECTIVE 04/29/2002
(8)	KRISTI CHARLENE DUNN	SHERIFF	#1043 TELECOMMUNICATIONS OPER.	LABOR POOL -900 HRS.	11(1)	\$8.77 HR.	RECLASSIFIED TO REGULAR FULL-TIME (10/43) (11/1) (\$18,246.80) EFFECTIVE 04/24/2002
(9)	CHARLES CLACK	JAIL	#1038 DEPUTY SHERIFF (TRANS.)	LABOR POOL -900 HRS.	16(1)	\$11.21 HR.	RESIGNATION EFFECTIVE 04/15/2002
(10)							ADDITIONAL
(11)							
(12)							
(13)							
(14)							
(15)							ADDITIONAL

"Linda"

ADDITIONAL

POLK COUNTY
By: Bill Law, County Auditor

Budget Amendment
#2002-14
FY02

April 23, 2002

VOL.

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Fund Account	Description	Increase	Decrease	Comments	Budget	Amended Budget	Net Change
010-560-573	Capital Outlay	15,613.00		Per Billy Nelson	0.00	259,393.00	259,393.00
010-370-090	Transfer from SO Drug Money	-15,613.00		Per Billy Nelson	-63,391.22	-79,004.22	-15,613.00
090-700-560	Transfer to General Fund	15,613.00		Per Billy Nelson			
015-369-200	Reimbursement for Materials	10,000.00		Ck from Creekside Property / Bobby smith	0.00	-62,985.22	-62,985.22
015-622-339	Construction Materials	10,000.00		Ck from Creekside Property / Bobby smith	92,000.00	144,995.22	52,995.22
015-390-623	Proceeds from Loan	-4,339.50		Rec Time Warrants for radios/ Per Bill Law	0.00	-25,392.90	-25,392.90
015-623-573	Capital Outlay	14,139.50		Rec TW for radios & Tractor Purchase	0.00	14,139.50	14,139.50
015-623-456	Parts/Materials		1,300.00	Transfer to Capital Outlay / per Bill Law	69,500.00	63,581.00	-5,919.00
015-625-103	Emergency Road		8,500.00	Transfer to Capital Outlay / per Bill Law	8,500.00	0.00	-8,500.00
015-369-400	Reimbursement for Materials	1,800.00		ck from Ted Garrison / Dick Hubert	0.00	-1,800.00	-1,800.00
015-624-339	Construction Materials	1,800.00		ck from Ted Garrison / Dick Hubert	115,000.00	116,800.00	1,800.00

91#

49,013.00

9,800.00

Difference due to revenues & proceeds

Approved By: 
Date: 4/23/02