

POLK COUNTY COMMISSIONERS COURT

AUGUST 26, 2003

10:00 A.M.

2003-073

Polk County Courthouse, 3rd floor

Livingston, Texas

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.
- NEW BUSINESS
4. APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF AUGUST 12, 2003.
5. CONSIDER RENEWAL OF AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES - (1)PSAP EQUIPMENT & OPERATIONS AND (2) DATABASE MAINTENANCE COORDINATION.
6. CONSIDER RENEWAL OF AGREEMENT WITH UTMB FOR INDIGENT HEALTH CARE SERVICES.
7. CONSIDER APPROVAL OF ORDER DECLARING SURPLUS PROPERTY (to be disposed in Public Auction).
8. CONSIDER ADOPTION OF THE TEXAS DEPARTMENT OF HEALTH INDIGENT HEALTH CARE ELIGIBILITY STANDARDS, DOCUMENTATION AND VERIFICATION PROCEDURES ACCORDING TO THE ACT AND PROVISION OF OPTIONAL SERVICES AS ALLOWED UNDER V.T.C.A., HEALTH & SAFETY CODE SECTION 61.0285, FOR THE STATE OF TEXAS FISCAL YEAR, SEPTEMBER 1, 2003 THROUGH AUGUST 31, 2004.
9. CONSIDER REQUEST OF PCT. 3 CONSTABLE, RAY MYERS, FOR APPOINTMENT OF RODNEY G. WALKER AS RESERVE DEPUTY CONSTABLE.
10. CONSIDER APPROVAL OF A CONTRACT FOR CONSULTING SERVICES FOR AGING DEPARTMENT.
11. CONSIDER SETTING OF FEES AUTHORIZED (NEW LEGISLATION) \$5.00 - DISTRICT CLERK - BOND FEE FOR INDIGENT DEFENSE AND OTHER FOR COUNTY CLERK.
12. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT. 1) LOTS 192 & 193, LAKE LIVINGSTON VILLAGE #13, L0400223300 & L0400223400, CAUSE # 96-134; (PCT. 4) TRACT 24F, J.J. OWENS, A-465, 10465003300, CAUSE # 96-157.
13. CONSIDER REQUEST OF PCT. 4 COMMISSIONER TO ACCEPT MCMILLAN ROAD (.2315 MI.), BRAZIL RD. (.1931 MI.) AND E. WILLIAMS LN. (.0422 MI.) AS COUNTY ROADS.
14. CONSIDER APPROVAL OF UPDATED MASTER STREET ADDRESS GUIDE (MSAG).
15. CONSIDER BURKE CENTER REQUEST FOR RE-APPOINTMENT OF COL. HOWARD DANIEL, JR. TO THE BOARD OF TRUSTEES FOR A TWO (2) YEAR TERM BEGINNING SEPTEMBER 1, 2003.

(continued)

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

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2003 AUG 20 AM 9:40

16. CONSIDER APPROVAL OF BUDGET REVISIONS (2003-20A) AND AMENDMENTS TO THE BUDGET (2003-20), AS FOLLOWS;

- Record state reimbursement and related travel expense for County Clerk's Office in the amount of \$323.16.
- Record receipt of FEMA Adm. Fee revenue and related Emergency Mgmt. equipment expense in the amount of \$5,176.
- Record TRA Reimbursement and related Sheriff's Dept. Personnel expense for Patrol Services in the amount of \$13,762.61.
- Record International Paper contribution and related transfer to Chamber of Commerce for July 4th Countywide Celebration expense in the amount of \$5,000.
- Record Road & Bridge Operating Budget Carryforwards from FY01/02 in the amount of \$108,877.87 and related amendments to increase Precinct Budgets, as follows; (Pct. 1 - \$24,986.78) (Pct. 2 - \$26,869.18) (Pct. 3 - \$2,482.93) (Pct. 4 - \$54,538.98).
- Record Road & Bridge Permanent Road Budget Carryforwards from FY02 in the amount of \$58,758.14 and related amendments to increase Permanent Road Budgets, as follows; (Pct. 1 - \$5,983.80) (Pct. 2 - \$3,964.74) (Pct. 4 - \$48,809.60).
- Record materials reimbursement from Bridgeview P.O.A. and related Pct. 2 expense in the amount of \$2,553.60.
- Record materials reimbursement from Rbt. Hemphill and related Pct. 3 expense in the amount of \$213.75.
- Record revenue from Pct. 2 Sale of Assets and related increase in expense budget in the amount of \$5,660.00.
- Record revenue from Pct. 4 Sale of Assets and related increase in expense budget in the amount of \$600.00.
- Record use of Environmental Services Fund Balance for increase in Gas Monitoring Fees expense of \$265.10.

17. CONSIDER APPROVAL OF SCHEDULE OF BILLS.

18. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

RECESS

19. BUDGET WORKSHOP FY04, to include;

- DISCUSSION OF FY03 TAX RATE TO BE PROPOSED IN SUPPORT OF FY04 BUDGET.
If proposed rate will exceed rollback rate or 103% of effective rate [the lower], take record vote and schedule Public Hearing on Tax Rate. If proposed rate will not exceed rollback rate or 103% of effective rate [the lower], vote to place a proposal to adopt specified rate at future meeting to be scheduled for September 23, 2003, 10a.m.
- Discussion of proposed salaries, expenses, allowance for Elected Officials - FY04. If proposed to be increased, authorize publication of said increases prior to adoption of Budget.
- Schedule Public Hearing on FY04 Budget for September 23, 2003 at 9:30 a.m..

ADJOURN

By: John P. Thompson, County Judge

John P. Thompson

Posted: August 20, 2003

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, August 20, 2003 and that said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY: *Barbara Middleton*
Deputy

FILED FOR RECORD
2003 AUG 20 AM 9:40
BARBARA MIDDLETON
CLERK COUNTY CLERK



AUGUST 26, 2003
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

COPY

ADDENDUM to Posting # 2003-073

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 26, 2003 at 10:00 A.M.

AMEND TO READ;

- 11. *** CONSIDER APPROVAL OF COUNTY CLERK'S REQUEST FOR ADOPTION OF A RECORDS ARCHIVE FEE, IN THE AMOUNT OF \$5.00, AS AUTHORIZED BY LGC, SECTION 118.025(b), EFFECTIVE SEPTEMBER 1, 2003 TO 2008.

amend to October 2003

AMEND TO ADD;

- 20. CONSIDER PROFESSIONAL SERVICES AGREEMENT AND ADDENDUM OF ORIGINAL CONTRACT FOR IMAGING SERVICES IN THE DISTRICT CLERK'S OFFICE.

Dated: Friday, August 22, 2003.

By:

John P. Thompson

John P. Thompson, County Judge

Commissioners Court of Polk County, Texas

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, August 22, 2003 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

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2003 AUG 22 PM 4:17
Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS)
COUNTY OF POLK)

VOL. 49 PAGE 855
DATE: AUGUST 26, 2003
"REGULAR" SESSION
All members - Present

"COMMISSIONERS COURT"
POSTING # 2003 - 073

BE IT REMEMBERED ON THIS THE 26th DAY OF AUGUST, 2003
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING:
BOB WILLIS-COMMISSIONER PCT#1, BOBBY SMITH-COUNTY COMMISSIONER
PCT #2, JAMES J. "Buddy" PURVIS - COUNTY COMMISSIONER PCT #3,
C.T. "Tommy" OVERSTREET - COUNTY COMMISSIONER PCT #4, BARBARA
MIDDLETON - COUNTY CLERK & B.L. DOCKENS - COUNTY AUDITOR, THE
FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY MADE,
CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00AM.
OPENING PRAYER GIVEN BY REV. DON GOODWIN OF BEECH CREEK
ASSEMBLY OF GOD CHURCH.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. COUNTY CLERK, BARBARA MIDDLETON REMINDED EVERYONE ABOUT
THE CONSTITUTIONAL AMENDMENT ELECTION SCHEDULED FOR
SEPTEMBER 13, 2003. EARLY VOTING WILL BEGIN THIS THURSDAY,
AUG. 28th THROUGH SEPT. 9th, AT ALL (3) COURTHOUSE LOCATIONS,
WHICH WILL BE CLOSED(1)DAY ONLY, LABOR DAY HOLIDAY, SEPT 1st.
 - B. COMMISSIONER WILLIS & COMMISSIONER PURVIS ARRIVED.
 - C. LEE HON, ASST. CRIMINAL DISTRICT ATTORNEY GAVE AN ESTIMATE
ON THE COST (\$55,079.75) OF THE THIRD PENRY TRAIL TRANSCRIPT
WHICH HAS BEEN PREPARED BY THE COURT REPORTER (ONE YEAR) IN
89-VOLUMES OF PAGES. THE TRANSCRIPT IS AN UNBUDGETED FY-2003
EXPENSE. JOHNNY PAUL PENRY HAS BEEN APPOINTED A NEW
COUNCIL (no cost to the county) AND HIS LAST CONVICTION (MURDER) IS
AUTOMATIC ON APPEAL. SINCE HE IS INDIGENT, THE COUNTY MUST
PAY ALL EXPENSES. LEE HON WILL REPORT BACK TO THE COURT
WITH ANY ADDITIONAL INFORMATION.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO
APPROVE MINUTES OF THE REGULAR MEETING OF AUGUST 12, 2003.
ALL VOTING YES.

5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWAL OF AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES, TO INCLUDE;

- (1) PSAP EQUIPMENT & OPERATIONS &
- (2) DATABASE MAINTENANCE COORDINATION. (SEE ATTACHED)

VOTES RECORDED AS FOLLOWS:

JUDGE THOMPSON.....YES
COMMISSIONER WILLIS.....NO
COMMISSIONER SMITH.....YES
COMMISSIONER PURVIS.....YES
COMMISSIONER OVERSTREET.....YES

6. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWAL OF AGREEMENT WITH U.T.M.B. FOR INDIGENT HEALTH CARE SERVICES.

ALL VOTING YES. (SEE ATTACHED)

7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE "ORDER" DECLARING SURPLUS PROPERTY (TO BE DISPOSED OF BY PUBLIC AUCTION).

ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."Buddy" PURVIS, APPROVAL TO ADOPT THE TEXAS DEPARTMENT OF HEALTH INDIGENT HEALTH CARE ELIGIBILITY STANDARDS, DOCUMENTATION AND VERIFICATION PROCEDURES ACCORDING TO THE ACT AND PROVISION OF OPTIONAL SERVICES AS ALLOWED UNDER V.T.C.A., HEALTH & SAFETY CODE SECTION 61.0285, FOR THE STATE OF TEXAS FISCAL YEAR, SEPTEMBER 1, 2003 THROUGH AUGUST 31, 2004.

ALL VOTING YES. (SEE ATTACHED)

9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE THE REQUEST OF PCT #3 CONSTABLE RAY MYERS FOR THE APPOINTMENT OF RODNEY G. WALKER AS "RESERVE" DEPUTY CONSTABLE.

ALL VOTING YES.

10. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE AN AGREEMENT FOR CONSULTING SERVICES WITH BARBARA HAYES FOR ADMINISTRATION OF COUNTY AGING SERVICES, 13 MONTHS, STARTING 9/1/2003, @ \$2,000.00 PER MONTH.

ALL VOTING YES.

***f1. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE COUNTY CLERK'S REQUEST FOR ADOPTION OF A "RECORDS ARCHIVE FEE" (**SB 1731), IN THE AMOUNT OF \$5.00, AS AUTHORIZED BY LGC, SEC. 118.025 (B), EFFECTIVE **SEPTEMBER 1, 2003 TO YEAR - 2008, FOR FIVE YEARS.

ALL VOTING YES.

**SEE AGENDA ADDENDUM.

**** SEE OCTOBER 14, 2003 "PUBLIC HEARING"

12. TAX FORECLOSURE PROPERTIES:

A. PRECINCT #1: MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, LOTS 192 & 193 OF LAKE LIVINGSTON VILLAGE, SECTION #13, L0400223300 & L0400223400, CAUSE #96-134.

ALL VOTING YES.

B. PRECINCT #4 -MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY DESCRIBED AS TRACT 24F, IN J.J. OWENS SURVEY A-465, #10465003300, CAUSE #96-157.

ALL VOTING YES.

13. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE REQUEST OF PRECINCT #4 COMMISSIONER, TO ACCEPT McMILLAN ROAD (.2315 mi.), BRAZIL RD. (.1931 mi.), & E. WILLIAMS LANE (.0422 mi.), AS COUNTY ROADS.

ALL VOTING YES.

14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE UPDATED MASTER STREET ADDRESS GUIDE (MSAG).

ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J."Buddy" PURVIS, TO TABLE ITEM #15 "Consider Burke Center request for Re-appointment of (ret)Col. Howard Daniel, Jr. to the Board of Trustees for a two(2) year term, beginning September 1, 2003."

VOTES RECORDED AS FOLLOWS:

JUDGE THOMPSON.....NO
 COMMISSIONER WILLIS.....YES
 COMMISSIONER SMITH..... NO
 COMMISSIONER PURVIS.....YES
 COMMISSIONER OVERSTREET.....YES

16. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE BUDGET REVISIONS #2003-20A, & AMENDMENTS #2003-20 TO THE FY-2003 BUDGET.

ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF BILLS, BY SCHEDULES INCLUDING ADDENDUM.

ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
8/13/03	\$257,245.00	ACH 353 - DEBT SERVICE
8/13/03	\$197,512.50	ACH 354 - DEBT SERVICE
8/14/03	\$64,757.89	ACH 355 -PAYROLL
8/14/03	\$211,435.19	ACH 356 -PAYROLL
8/14/03	\$660.00	090001 - 090059

DATE	AMOUNT	CHECK NUMBERS
8/15/03	\$186.00	090060 - 090090
8/7/03	\$55,879.25	180919 - 180921
8/7/03	\$39,350.40	180922 - 180957
8/12/03	\$1,638.52	180958 - 180959
8/12/03	\$13,092.64	180960 - 180966
8/14/03	\$6,581.47	180967 - 180986
8/15/03	\$26,069.32	180987 - 181026
8/19/03	\$254,579.42	181028 - 181192
8/19/03	\$20,685.78	181193 - 181212
8/19/03	\$375.00	181213
8/19/03	375.00	181213 - VOID
8/20/03	\$125.00	181214
8/20/03	\$250.00	181215
8/26/03	\$70,088.66	Addendum
TOTAL	\$1,220,887.04	

18. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)

19. SEE "BUDGET WORKSHOP" LAST PAGE.

20. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE PROFESSIONAL SERVICES AGREEMENT AND ADDENDUM OF ORIGINAL CONTRACT WITH ACS/GOVERNMENT RECORDS SERVICES, INC. OF DALLAS, FOR IMAGING SERVICES IN THE DISTRICT CLERKS' OFFICE.
ALL VOTING YES. (SEE ATTACHED)

RECESS COURT AT 10:20 A.M. (BREAK)

RE-CONVENED INTO "BUDGET WORKSHOP" AT 10:32 A.M.

19. "BUDGET WORKSHOP" **DISCUSSION OF VARIOUS TOPICS.

RECESS AT 11:20 AM (BREAK)

RE-CONVENED IN WORKSHOP AT 11:45 A.M.

****DISCUSSION - CONTINUED.**

19. "BUDGET WORKSHOP" - DISCUSSION OF FY 2003 TAX RATE TO BE PROPOSED IN SUPPORT OF FY 2004 BUDGET.

A. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO TAKE A RECORD VOTE TO PLACE A PROPOSAL TO ADOPT THE SPECIFIED RATE OF .5550/per \$100 valuation, SAME AS LAST YEAR, AT THE REGULAR COURT MEETING SCHEDULED FOR SEPT. 23,2003 AT 10:00 A.M.

VOTES RECORDED AS FOLLOWS:

- JUDGE THOMPSON.....YES**
- COMMISSIONER WILLIS.....YES**
- COMMISSIONER SMITH.....YES**
- COMMISSIONER PURVIS.....YES**
- COMMISSIONER OVERSTREET.....YES**


B. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO SCHEDULE A "PUBLIC HEARING" ON FY 2004 BUDGET FOR SEPTEMBER 23, 2003 AT 9:30 AM, IN COMMISSIONERS COURTROOM, 3rd FLOOR OF POLK COUNTY COURTHOUSE. ALL VOTING YES.

****DISCUSSION BY COUNTY AUDITOR BOB DOCKENS, CONCERNING FUTURE ACCOUNTING PROCEDURE'S NEEDING TO BE ADDRESSED.**

21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 26th DAY OF AUGUST 2003 AT 12:52 P.M. ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

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Item #5

Article 1: Parties & Purpose

1.1 The Deep East Texas Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. RPC has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 14, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.

1.2 POLK COUNTY is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between RPC and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region.

1.4 The Commission on State Emergency Communications (CSEC, or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 through local governments.

Article 2: Stipulations

As required by the Memorandum of Understanding (MOU) that has been executed between the RPC and the CSEC, the RPC shall execute interlocal agreements between itself and its member local governments and/or PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. At a minimum, the parties of this contract agree:

2.1 To comply with applicable provisions of the state's Uniform Grant Management Standards (UGMS);

2.2 That the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;

2.3 That local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;

2.4 That such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP within 60

days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval;

2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);

2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;

2.7 To reimburse the RPC and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;

2.8 That the RPC and local governments and/or PSAPs will maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in the RPC's current strategic plan;

2.9 That the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government or the PSAP;

2.10 To recognize that the Commission reserves the right to perform on-site monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC and local government agrees to cooperate fully with such on-site monitoring;

Article 3: Program Deliverables – 9-1-1

Local government agrees to comply with all applicable law, CSEC Rules and RPC policies in providing the following deliverables to this contract. To the extent that RPC policies are not consistent with applicable law, the applicable law will prevail.

Ownership, Transference & Disposition

3.1 The RPC shall establish ownership of all property and equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government. Before any such transfer of ownership, the RPC should evaluate the adequacy of controls of the prospective receiver to ensure that sufficient controls and security exist by which to protect and safeguard the equipment purchased with 9-1-1 funds for the purpose of delivery of 9-1-1 calls.

3.2 Equipment shall be categorized by type, according to CSEC Rule 251.6.

Guidelines for Strategic Plans, Amendments, and Equalization Surcharge Allocation.
The basic equipment categories shall be:

a. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, and any other equipment necessary for 9-1-1 call delivery to the PSAP;
- ii. Telecommunications Device for the Deaf (TDD)

b. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Generators
- iii. Recorders
- iv. Pagers
- v. External Ringers.

3.3 Ownership and Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership, or transference of ownership of any such equipment, in accordance with UGMS and the State Comptroller of Public Accounts.

3.4 The owner of the equipment shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable.

3.5 Custodial responsibility forms should be prepared and assigned to employees. Responsibilities over property and equipment should be properly segregated among employees.

3.6 Upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents and Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by RPC in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.7 The owner of the equipment shall maintain property records, reconciled to the entity's general ledger account at least once per year, in accordance with CSEC Rule 251.____, *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.8 The owner of the equipment, or the party to whom responsibility is assigned, shall cooperate with the RPC to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for Equipment Maintenance and Capital Asset Recovery*, and 251.____, *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*.

3.9 All property and equipment should be tagged with identification labels. The Local Government shall notify the RPC if equipment is replaced by SBC so the inventory can be updated and new tags placed on replacement equipment.

3.10 A physical inventory shall be conducted at least once per year, for submission and review by RPC.

3.11 Any lost or stolen equipment shall be reported to the RPC as soon as possible, and shall be duly investigated by Local Government and RPC immediately.

Security

3.12 Protect the 9-1-1 equipment and secure the premises of its PSAPs against unauthorized entrance or use.

3.13 Operate within standard procedures, as established by RPC, and take appropriate security measures as may be necessary, to ensure that non-CSEC- approved third-party software applications cannot be integrated into the PSAP Customer Premise Equipment/Integrated Workstations, as outlined in CSEC Rule 251.7

3.14 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 databases.

Maintenance

3.15 Practice preventive maintenance of the 9-1-1 equipment, software, and databases.

3.16 Upgrade its 9-1-1 software, as authorized in the current Plan, by requesting RPC to purchase on its behalf new equipment and/or software.

3.17 In instances of damage to any equipment purchased with 9-1-1 funds due to intentional misconduct, abuse, misuse or negligence by Local Government employees, Local Government agrees to reimburse RPC for the cost of replacing and/or repairing said equipment.

Supplies

3.18 Purchase supplies necessary for the continuous operation of its 9-1-1 CPE and Ancillary equipment, as outlined in the approved RPC Strategic Plan, and in compliance with proper procurement procedures.

Training

3.19 Provide calltakers and/or dispatchers access to emergency communications training as approved in the strategic plan, or as determined by the local government.

3.20 Notify RPC of any new 9-1-1 calltakers/dispatchers and schedule for training as soon as is possible. If Local Government chooses to train its own personnel, the Local Government must certify in writing to the RPC that the 9-1-1 calltaker/dispatcher has been trained prior to using the equipment funded by 9-1-1 fees.

Operations

3.21 Designate a PSAP Supervisor and provide related contact information as a single point of contact for RPC.

3.22 Coordinate with RPC and local elected officials in the planning for, implementation and operation of, all 9-1-1 equipment.

3.23 Monitor the 9-1-1 calltakers and equipment and report any failures or maintenance issues immediately to the appropriate telco and RPC.

3.24 Keep a log of all trouble reports and make copies available to RPC on a monthly basis.

3.25 Notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization.

3.26 Test all 9-1-1 and Ancillary equipment for proper operation and user familiarity at least once per month. Testing should include 9-1-1 test calls, placed from a wireline and wireless telephone, for basic call scenarios, including at a minimum:

- a. 9-1-1 Call - voice, ANI/ALI verification, instant playback recording (if applicable), printer;
- b. Call transfer
- c. Abandoned Call;
- d. TDD Call;
- e. ANI Call Back;
- f. Administrative Call
- g. Ancillary equipment functionality

3.27 Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least twice per month.

3.28 Log all TDD calls, as required by the Americans with Disabilities Act of 1990, and submit copies of the logs to the RPC on a monthly basis.

3.29 The Local Government agrees to keep all TDD equipment visible and plugged in at all times. Since not all requests for emergency assistance for the deaf, hearing-impaired and/or speech-impaired may not come in on actual 9-1-1 equipment, the equipment shall be easily accessible and ready to use for these calls. Calltakers shall be trained that that silent/open-line calls may be a TDD caller.

3.30 Limit access to all 9-1-1 equipment and related data only to authorized public safety personnel. Notify RPC of any and all requests for such data, prior to release of any 9-1-1 data.

3.31 Make no changes to 9-1-1 equipment, software or programs without prior written consent from RPC.

3.32 Provide a safe and healthy environment for all 9-1-1 calltakers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.

Performance Monitoring

3.32 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified this contract, and as outlined in Performance Measures attached .

Article 4: Procurement

4.1 The RPC agrees to serve as Local Government's agent and purchase on Local Government's behalf the 9-1-1 software, services, and other items described in the current strategic plan.

4.2 The RPC and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8.

Article 5: Left Blank Intentionally

Article 6: Left Blank Intentionally

Article 7: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

7.1 Each regional planning commission shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established by the CSEC, and reviewed and approved or disapproved by the CSEC.

7.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon priority and need, as established and provided by the CSEC, through the regional councils.

7.3 Allowable and disallowable expenditures shall be determined by the rules, policies and procedures as established by the CSEC, and as provided for the Local Government in the RPC's approved strategic plan.

Article 8: Records

8.1 Local Government agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.

8.2 Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection and the basis for the contract price. Local Government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.

8.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract; if an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;

8.4 The RPC and/or Commission is entitled to inspect and copy, during normal business hours at Local Government offices where they are maintained, the records maintained under this contract for as long as they are preserved. The RPC is also entitled to visit Local Government's offices, talk to its personnel and audit its records all during normal business hours, to assist in evaluating its performance under this contract;

8.5 The RPC agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of such notice, Local Government agrees to notify the appropriate departments specified in the notice;

8.6 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as the RPC.

Article 9: Nondiscrimination and Equal Opportunity

9.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.

10.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.

10.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 11: Suspension for Unavailability of Funds

11.1 Local Government acknowledges that RPC's sole source of funding for this contract are the 9-1-1 fees collected by service providers and received by the RPC. If fees sufficient to pay Local Government under this contract are not paid to RPC, or if the CSEC does not authorize RPC to use the fees to pay Local Government, RPC may suspend payment to Local Government by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until RPC resumes payment.

Article 12: Notice to Parties

12.1 Notice under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 14.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 RPC's address is: 274 East Lamar St., Jasper, TX 75951
Attention: Walter G. Diggles, Executive Director

Local Government's address is: 101 W. Church, Livingston, TX 77351
Attention: POLK COUNTY Judge

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term of Contract

13.1 This contract takes effect when signed on behalf of RPC and Local Government, and it ends on August 31, 2005.

Article 14: Miscellaneous

14.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3 The following Attachments are part of this contract:

- a. Memorandum of Understanding as executed between RPC and CSEC;
- b. RPC Policy and Procedures Manual (if available);
- c. Ownership Agreement;
- d. Transfer of Ownership Agreement;

- e. CSEC approved strategic plan for Local Government PSAP Operations;
- f. PSAP Equipment & Operations Performance Measures;
- i. CSEC Legislation, Rules, Policies and Procedures.

14.4 This contract is binding on and to the benefit of the parties' successors in interest.

14.5 This contract is executed in duplicate originals.

SIGNATURES APPROVING INTERLOCAL AGREEMENTS

POEK COUNTY	Deak East Texas Comtial Governments
BY	BY
[Redacted Signature]	[Redacted Signature]
POEK County Judge	Executive Director
[Redacted Signature]	[Redacted Signature]
DATE	DATE

ATTACHMENTS

Attachments to Interlocal Contract for E9-1-1 Service and PSAP Equipment.

The following documents are provided, hereafter, as part of this executed contract. Changes may not be made to the contract, or amendments to the contract, without written notice and modification of the original contract.

- A. Memorandum of Understanding as executed between RPC and CSEC;
- B. RPC Policy and Procedures Manual (if available);
- C. Ownership Agreement (if applicable);
- D. Transfer of Ownership Agreement;
- E. CSEC approved strategic plan for Local Government PSAP Operations;
- F. PSAP Equipment & Operations Performance Measures;
- G. CSEC Legislation, Rules, Policies and Procedures.

**Attachment A
Memorandum of Understanding**

Attached is the Memorandum of Understanding as executed between the RPC and the CSEC. Interlocal agreements between the RPCs and participating Local Governments, for the planning development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds shall be governed by this document.
See attached.

RPC Policy and Procedures Manual

See attached for the policies and procedures, as established by the RPC, which shall govern the provisioning of 9-1-1 services within the regional council's jurisdictions.

**Attachment C
Ownership Agreement**

As stipulated in Article 3: *Program Deliverables – 9-1-1 Equipment & Data*, the RPC shall establish ownership of all property and equipment purchased with 9-1-1 funds, and located within the Local Government's jurisdiction.

The Deep East Texas Council of Governments (regional council), hereby establishes that all of the PSAP equipment located at POLK COUNTY Sheriff's Office (PSAP Name), in POLK COUNTY, to be the property of Deep East Texas Council of Governments (County or RPC), herein after referred to as "Owner". Owner agrees to the all stipulations of this contract, including the safeguarding of all PSAP equipment through security measures, inventory identification, and fiscal controls. Owner agrees to provide adequate insurance policies on the equipment to provide for the replacement of the equipment in cases of loss.

Following is an itemized listing of equipment hereby defined as the property of Owner.

Attach equipment inventory list.

**Attachment D
Transfer of Ownership Form**

As stipulated in Article 3: *Program Deliverables – 9-1-1 Equipment & Data*, the RPC shall document all transfers of ownership of equipment between RPC and Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number Current Assignee:

Property Description Location:

Serial Number Signature:

Acquisition Date Date:

Acquisition Cost New Assignee:

Vendor Location:

Invoice Number Signature:

Purchase Order Number Date:

Condition of Property Continued:

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: Yes No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

**Attachment E
CSEC Approved Strategic Plan
For Local Governmental PSAP Operations**

Attached are the CSEC-approved Strategic Plan Cost Summary sheets for POLK COUNTY.

It is important to be aware of the following information when utilizing this data:

1. Amounts in the "Proposed" column are the currently approved budgetary amounts for each component.
2. Line items and associated budgets included in the Strategic Plan are approved activities. Implementation of these approved activities is governed by availability of service fees and equalization surcharge allocations. Implementation priorities are set, by CSEC rule, as follows: Level I – highest priority; Level II – high priority; and Level III – least priority.

**Attachment F
PSAP Equipment & Operations Performance Measures
And Monitoring**

RPC personnel will conduct monthly site visits to evaluate condition of equipment, efficiency of PSAP operations, and compliance with Article 3:

Program Deliverables-

Monthly Trouble Report

As needed, ANI/ALI Problem Report for Wireline Calls
(to Database Maintenance Coordinator for your jurisdiction)

As needed, ANI/ALI Problem Report for Wireless Calls
(to DETCOG)

As needed, the PSAP shall submit wireless testing documentation
(to DETCOG)

Local Governments shall provide, at least monthly, copies of trouble report logs, a list of service-affecting issues, Certification of TDD testing using TDD Call Logs as required by Americans with Disabilities Act of 1990.

Quality Assurance Inspections

At least quarterly, the RPC and the PSAP shall conduct inspections of all CPE and network equipment located at each answering point. Inspections shall include phone position buttons/labels, trunks, printers, TDDs, UPS battery levels and alarm logs, audio quality of logging recorders, ANI and ALI displays on each answering position, accessibility and condition of 9-1-1 equipment, non-CSEC-approved third party software integrations, and other items as identified by RPC.

Attachment G

CSEC Legislation, Rules, Policies and Procedures

See attached documents, as established by the CSEC, which shall govern the funding and provisioning of 9-1-1 services within the regional planning commissions.

Item #5

**INTERLOCAL AGREEMENT FOR E9-1-1 SERVICES
DATABASE MAINTENANCE COORDINATION**

Article 1: Parties & Purpose

1.1 The Deep East Texas Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. RPC has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 14, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.

1.2 POLK COUNTY is a local government that is authorized to perform addressing and/or addressing maintenance activities under the County Road and Bridge Act.

1.3 This contract is entered into between RPC and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region, and perform addressing and/or addressing maintenance activities.

1.4 The Commission on State Emergency Communications (CSEC, or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing database maintenance services through local governments.

Article 2: Stipulations

As required by the Memorandum of Understanding (MOU) that has been executed between the RPC and the CSEC, the RPC shall execute interlocal agreements between itself and its member local governments and/or PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. At a minimum, the parties of this contract agree:

2.1 To comply with applicable provisions of the state's Uniform Grant Management Standards (UGMS);

2.2 That the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;

2.3 That local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;

2.4 That such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval;

2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);

2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;

2.7 To reimburse the RPC and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;

2.8 That the RPC and local governments and/or PSAPs will maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to addressing or addressing maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in the RPC's current strategic plan;

2.9 That the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform addressing or addressing maintenance activities;

2.10 To recognize that the Commission reserves the right to perform on-site monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC and local government agrees to cooperate fully with such on-site monitoring;

2.11 To provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing and address maintenance activities in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the RPC Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Addressing Equipment & Data

Local government agrees to comply with all applicable law, CSEC Rules and RPC policies in providing the following deliverables to this contract. To the extent that RPC policies are not consistent with applicable law, the applicable law will prevail.

Ownership, Transference & Disposition

3.1 The RPC shall establish ownership of all property and equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government. Before any such transfer of ownership, the RPC should evaluate the adequacy of controls of the prospective receiver to ensure that sufficient controls and security exist by which to protect and safeguard the equipment purchased with 9-1-1 funds for the purpose of delivery of 9-1-1 calls.

3.2 Equipment shall be categorized by type, according to CSEC Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Equalization Surcharge Allocation*. The basic equipment categories shall be:

a. Addressing Equipment

- i. Computers – hardware and software
- ii. Digitizers, Printers and Plotters
- iii. Road Sign Machines and Materials
- iv. GPS Receivers and software
- v. Distance Measuring Devices (DMD)
- vi. GIS Workstations and software

3.3 Ownership and Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership, or transference of ownership of any such equipment, in accordance with UGMS and the State Comptroller of Public Accounts.

3.4 The owner of the equipment shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable.

3.5 Custodial responsibility forms should be prepared and assigned to employees. Responsibilities over property and equipment should be properly segregated among employees.

3.6 Upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents and Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by RPC in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.7 The owner of the equipment shall maintain property records, reconciled to the entity's general ledger account at least once per year, in accordance with CSEC Rule 251.____, *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.8 The owner of the equipment, or the party to whom responsibility is assigned, shall cooperate with the RPC to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for Equipment Maintenance and Capital Asset Recovery*, and 251.____, *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*.

3.9 All property and equipment should be tagged with identification labels.

3.10 A physical inventory shall be conducted at least once per year, for submission and review by RPC.

3.11 Any lost or stolen equipment shall be reported to the RPC as soon as possible, and shall be duly investigated by Local Government and RPC immediately.

Security

3.12 Protect the 9-1-1 addressing database maintenance equipment.

3.13 Operate within standard procedures, as established by RPC, and take appropriate security measures as may be necessary, to ensure that non-CSEC- approved third-party software applications cannot be integrated into the PSAP Customer Premise Equipment/Integrated Workstations, or Addressing database maintenance computers, as outlined in CSEC Rule 251.7

3.14 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases.

Maintenance

3.15 Practice preventive maintenance of the 9-1-1 and/or Addressing equipment, software, and databases, including, at a minimum, backing up data biweekly on a removable medium and storing the removable medium in a secure place and providing a copy, not a backup, of the data in ESRI shape file format to RPC monthly.

3.16 Upgrade its 9-1-1 and/or Addressing equipment and software, as authorized in the current Plan, by requesting RPC to purchase on its behalf new equipment and/or software.

3.17 In instances of damage to any equipment purchased with 9-1-1 funds due to intentional misconduct, abuse, misuse or negligence by Local Government employees, Local Government agrees to reimburse RPC for the cost of replacing and/or repairing said equipment.

Supplies

3.18 Purchase supplies necessary for the continuous operation of its 9-1-1 Addressing and Ancillary equipment, as outlined in the approved RPC Strategic Plan, and in compliance with proper procurement procedures.

Training

3.19 Coordinate with RPC and local elected officials in the planning for, the implementation and operation of, all 9-1-1 equipment.

3.20 Notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization.

Performance Monitoring

3.21 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified this contract, and as outlined in Performance Measures attached. Onsite monitoring will usually be scheduled to occur in the month of September or one month after a transition to a new addressing coordinator/vendor.

Article 4: Procurement

4.1 If requested by local government, the RPC may serve as Local Government's agent and purchase on Local Government's behalf the 9-1-1 and/or Addressing equipment, software, services, and other items described in the current strategic plan.

4.2 The RPC and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8.

Article 5: Addressing & Addressing Database Maintenance

If the Local Government is providing the RPC with addressing and/or addressing database maintenance database services, the Local Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

5.1 Provide a written commitment to the RPC to continue addressing and/or addressing maintenance database activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan.

5.2 Adopt addressing and/or addressing maintenance standards, a property numbering method, and designate an addressing maintenance body.

5.3 Provide, through attachment to this contract, specific addressing database maintenance budget, as approved in the current strategic plan, and performance measures and any due dates associated with such plans and/or measures.

Addressing Project Deliverables

Local Government agrees to provide and maintain addressing and/or addressing database maintenance functions in return for funding through RPC and CSEC. At a minimum, Local Government agrees to perform the following tasks:

5.4 Appoint a 9-1-1 Addressing Coordinator to serve as a single point of contact for RPC.

5.5 Manage addressing activities within the Local Government's jurisdiction, including coordination with incorporated areas within the Local Governments jurisdiction, to develop and enhance the addressing project.

5.6 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.

5.7 Provide an address to any citizen / business requesting a physical address, within the Local Governments jurisdiction, and to refer those not in their jurisdiction to the proper addressing entity to satisfy their request for a physical address.

5.8 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.

5.9 Seek information regarding any actions approved by Local Governmental bodies as they relate to the development and improvement of emergency services delivery. Communicate related information to RPC.

5.10 Collect and deliver existing addressing information in the county to RPC in the ESRI shape file format requested and approved by the RPC. RPC will collect, house and maintain all addressing data and information provided by Local Governments to provide MAPPED ALI for the Local Government and its internal jurisdictions.

5.11 Verify and certify all addressing database information for accuracy, including updating and maintaining the Master Street address guide and ALI database through 9-1-1 Net or other online tool provided by RPC and to correct 701/709 errors provided by Intrado or any successor to the Local Government, in a timely manner.

5.12 Provide RPC addressing and MSAG changes according to established performance measures, including updating and maintaining the Master Street address guide and ALI database through 9-1-1 Net or other online tool provided by RPC and to correct 701/709 errors provided by Intrado or successor to the Local Government, in a timely manner.

5.13 Transmit information to Post Office and notify residents of new addresses and/or any changes.

5.14 Establish and implement procedures to keep the public informed of the addressing activities.

5.15 Maintain addressing equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).

5.16 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).

5.17 Adhere to proper procurement procedures as referenced in Article 4 (above).

5.18 Local Government may request reimbursement for expenditures from RPC on a quarterly basis in conformance with the addressing/addressing maintenance budget attachment to this contract, and with the approved strategic plan.

5.19 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the addressing and/or addressing maintenance deliverables specified this contract, and as outlined in Performance Measures attached. Onsite monitoring will usually be scheduled to occur in the month of September or one month after a transition to a new addressing coordinator/vendor.

***Article 6: Addressing/Vendor Contract Administration
Assignment & Subcontracting***

6.1 Local Government may subcontract its functions, such as addressing and/or addressing database maintenance, upon written notification to the RPC. Local Government agrees to provide RPC with a copy of contract between Local Government and subcontractor. Local Government agrees to retain responsibility for complying with all terms of this agreement, CSEC rules, and State law.

Addressing/Vendor Contract Administration

Local Government may enter into contracts for services, such as addressing and/or addressing maintenance, with independent contractors. In such instances, the Local Government agrees to:

6.2 Implement a contract administration system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

6.3 Include performance bonds or other provisions making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds.

6.4 Include contract termination and modification provisions which promote quality performance and compliance by vendors for contracted items and services.

6.5 Include a contract provision to any addressing vendor contract which specifically states that any and all data developed by an addressing vendor is owned by the local government, RPC, and State of Texas, not the vendor.

6.6 Notify the RPC of any performance or compliance issues with vendors that have not been satisfactorily corrected within 60 days of notice to the vendor.

6.7 RPC acknowledges the Local Government may enter into a maintenance agreement with a private-sector vendor or another political subdivision as they may choose, provided the Local Government agrees to comply with all terms of this agreement and follow State law and CSEC rules while expending State 9-1-1 funds.

Article 7: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

7.1 Each regional planning commission shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established by the CSEC, and reviewed and approved or disapproved by the CSEC.

7.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon priority and need, as established and provided by the CSEC, through the regional councils.

7.3 Allowable and disallowable expenditures shall be determined by the rules, policies and procedures as established by the CSEC, and as provided for the Local Government in the RPC's approved strategic plan.

7.4 If applicable, RPC will reimburse Local Government for allowable addressing costs, established in the strategic plan approved by the CSEC, and outlined in the associated Addressing/Addressing Maintenance Contract.

Article 8: Records

8.1 Local Government agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.

8.2 Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection and the basis for the contract price. Local Government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.

8.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract; if an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;

8.4 The RPC and/or Commission is entitled to inspect and copy, during normal business hours at Local Government offices where they are maintained, the records maintained under this contract for as long as they are preserved. The RPC is also entitled to visit Local Government's offices, talk to its personnel and audit its records all during normal business hours, to assist in evaluating its performance under this contract;

8.5 The RPC agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of such notice, Local Government agrees to notify the appropriate departments specified in the notice;

8.6 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as the RPC.

Article 9: Nondiscrimination and Equal Opportunity

9.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

10.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.

10.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.

10.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 11: Suspension for Unavailability of Funds

11.1 Local Government acknowledges that RPC's sole source of funding for this contract are the 9-1-1 fees collected by service providers and received from CSEC. If fees sufficient to pay Local Government under this contract are not paid to RPC, or if the CSEC does not authorize RPC to use the fees to pay Local Government, RPC may suspend payment to Local Government by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until RPC resumes payment.

Article 12: Notice to Parties

12.1 Notice under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 14.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 RPC's address is: 274 East Lamar St., Jasper, TX 75951
Attention: Walter G. Diggles, Executive Director.

Local Government's address is: Polk County Courthouse, Livingston, TX 77351
Attention: POLK COUNTY Judge

12.3 A party may change its address by providing notice of the change in

Article 13: Effective Date and Term of Contract

13.1 This contract takes effect when signed on behalf of RPC and Local Government, and it ends on August 31, 2005.

Article 14: Miscellaneous

14.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3 The following Attachments are part of this contract:

- a. Memorandum of Understanding as executed between RPC and CSEC;
- b. RPC Policy and Procedures Manual (if available);
- c. Ownership Agreement (if applicable);
- d. Transfer of Ownership Agreement (if applicable);
- e. CSEC approved strategic plan for Local Government Addressing/Address Database Maintenance;
- f. Addressing database maintenance Plan;
- g. Addressing database maintenance Scope of Work
- h. Address database maintenance Budget
- i. Addressing Project Performance Measures;
- j. Contract or Interlocal Agreement for Address Database Maintenance services (if applicable);

The following documents are provided, hereafter, as part of this executed contract. Changes may not be made to the contract, or amendments to the contract, without written notice and modification of the original contract.

14.4 This contract is binding on and to the benefit of the parties' successors in interest.

14.5 This contract is executed in duplicate originals.

SIGNATURES APPROVING INTERLOCAL AGREEMENTS

Local Government and/or ESA	Designated Local Government
BY	BY
RODRIGUEZ, J. J.	Executive Director
RODRIGUEZ, J. J.	DATE

Memorandum of Understanding

Attached is the Memorandum of Understanding as executed between the RPC and the CSEC. Interlocal agreements between the RPCs and participating Local Governments, for the planning development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds shall be governed by this document.

See attached.

RPC Policy and Procedures Manual

See attached for the policies and procedures, as established by the RPC, which shall govern the provisioning of 9-1-1 services within the regional council's jurisdictions.

Ownership Agreement

As stipulated in Article 3: *Program Deliverables – 9-1-1 & Addressing Equipment & Data*, the RPC shall establish ownership of all property and equipment purchased with 9-1-1 funds, and located within the Local Government's jurisdiction.

The Deep East Texas Council of Governments (regional council), hereby establishes that all of the addressing database maintenance equipment possessed by POLK COUNTY, to be the property of POLK COUNTY (County or RPC), herein after referred to as "Owner". Owner agrees to the all stipulations of this contract, including the safeguarding of all PSAP equipment through security measures, inventory identification, and fiscal controls. Owner agrees to provide adequate insurance policies on the equipment to provide for the replacement of the equipment in cases of loss.

Following is an itemized listing of equipment hereby defined as the property of Owner.

Attach equipment inventory list.

Attachment D

Transfer of Ownership Form

As stipulated in Article 3: *Program Deliverables – 9-1-1 & Addressing Equipment & Data*, the RPC shall document all transfers of ownership of equipment between RPC and Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number Current Assignee:

Property Description Location:

Serial Number Signature:

Acquisition Date Date:

Acquisition Cost New Assignee:

Vendor Location:

Invoice Number Signature:

Purchase Order Number Date:

Condition of Property Continued:

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

Attachment E
CSEC Approved Strategic Plan
For Local Governmental Addressing/Address Database Maintenance

Attached are the CSEC-approved Strategic Plan Cost Summary sheets for POLK COUNTY.

It is important to be aware of the following information when utilizing this data:

1. Amounts are the currently approved budgetary amounts for each component.
2. Line items and associated budgets included in the Strategic Plan are approved activities. Implementation of these approved activities is governed by availability of service fees and equalization surcharge allocations.

Implementation priorities are set, by CSEC rule, as follows: Level I – highest priority; Level II – high priority; and Level III – least priority.

Attachment F

Addressing Database Maintenance Plan

Any Local Government providing addressing and/or addressing maintenance services to the RPC, under authorization and funding by CSEC, shall abide by all conditions as stated in Article 5: Addressing & Addressing Maintenance of this contract. Further, Local Government agrees to provide the services, as described in the attached Scope of Work & Budget, and as approved by CSEC strategic plan.

ATTACHMENT G
DATABASE MAINTENANCE SCOPE OF WORK

General Scope of Work

Deliverables related to addressing maintenance personnel functions.

1. Maintain and update maps of all county, public, and private roads.
2. Ensure that all new roads and name changes are named according to addressing standards.
3. Assign addresses for all new residences/businesses and update current database.
4. Update the MSAG for any changes or additions.
5. Communicate with emergency service personnel regarding road name changes and address assignments, and provide them with updated maps, cross reference listings, etc.
6. Coordinate the address notification and conversion process with the postal service, utility providers and COG.
7. Continue to coordinate efforts with the postal service to study the rural routes, and jointly communicate with the residents regarding their new addresses.
8. Ensure that all data is transmitted on a timely basis to the COG to update the County's database.
9. Maintain the addressing notification database and ensure that all records are maintained in a systematic and uniform manner.
10. Work with telephone companies to ensure that all addressing data is compatible with their records so that the correct addressing information will be displayed at the PSAP.
11. Work with developers and the Commissioners Court in the naming and signing of new subdivisions.

DETAILED SCOPE OF WORK

- ◆ Analyze, interpret, and manage complex addressing data.
 1. The county database coordinator is the point of contact for residents of the county to contact for 9-1-1 address assignments.
 2. The county database coordinator is the point of contact for residents of the county to contact for new road name / number choices for Commissioner Courts approval.
- ◆ Enter all inserts, changes, and deletes to the Master Street Address Guide (MSAG) via electronic format to the state 9-1-1 database.
 1. Upon approval of new streets, street name changes or closings by Commissioners Court, the county database coordinator will enter all changes to the MSAG via electronic format via the tool provided by the state 9-1-1 database provider.
 - a. The county database coordinator will enter or correct the ALI records associated with an MSAG record that has been inserted, changed or deleted.

- b. The telephone customers associated with those ALI records will receive notification via USPS mail from the county database coordinator notifying them of the change of address.
 - c. The USPS post offices will receive regular notification of changes in the ALI database, if the change affects the customers associated with the ALI records mailing address.
 - d. The county database coordinator is responsible for checking on the state 9-1-1 database electronic tool, checking their Inactive MSAG, ALI records, and archiving them at least once a week.
 - e. It is the responsibility of the county database coordinator to log in daily to the electronic tool, provided by the state 9-1-1 database provider, to check for actions required of them to complete transactions to the ALI and MSAG databases.
- Meet with telephone companies representatives to identify maintenance and update procedures.
1. At regularly scheduled intervals, DETCOG will host telephone company meetings and the county database coordinator should attend these meetings.
 - a. Topics at these meetings can include ALI database addressing issues, MSAG issues, exchange overlaps and misroutes and is sometimes the best way to resolve the issues.
 - b. These meetings can also be a means of fostering better relationships between the telephone companies, state 9-1-1-database provider, COG and the county database coordinators.
- Identify emergency service geographic boundaries and verify that the emergency service provider number for 9-1-1 routing purposes assigned is correct.
1. The county database coordinator is responsible for verifying the geographic boundaries of the various emergency responders within the county.
 - a. Annually the county database coordinator should meet with the emergency management coordinator or law and fire representatives for the county and verify the geographic boundaries of the emergency responders.
 - b. The county database coordinator should provide a map of the emergency responder geographic boundaries at that meeting for boundary changes to be drawn and allow for signatures of those representatives to confirm the geographic boundaries.
 - c. Upon changes noted from those meetings or upon notification of change in emergency providers, the county database coordinator should make changes to the GIS files, maps, map books and other related files.

2. If new Emergency Service Numbers (ESN) are needed, the county database coordinator should contact DETCOG for a new ESN assignment.

a. The county database coordinator will need to provide the names and 24x7 numbers of the responders for DETCOG to assign a new ESN.

3. The county database coordinator will use the electronic tool provided by the state 9-1-1 database provider to make MSAG corrections to all of the MSAG records that were affected by any of those changes.

a. After receiving the new ESN(s), the county database coordinator will need to make changes or inserts to the MSAG and ALI records that are affected.

◆ Resolve errors that have occurred from customer records, i.e. house number out of the range on the MSAG record; street not found in the Master Street Address Guide (MSAG).

1. Currently, each week, the county database coordinator is receiving an electronic spreadsheet from the state 9-1-1-database provider, which contains 701/709 errors. The spreadsheet contains at least two tabs, one for errors that occurred over the past week and the second tab is errors that were processed to the county database coordinator that have not been corrected.

a. The county database coordinator is responsible for providing, in the file, the correct address that removes the errors from error status, on a weekly basis.

b. The errors must be checked to see what is causing the error. For example it may be the wrong community name or the street name is misspelled.

c. If the cause of the error cannot be readily determined, the county database coordinator should attempt to call the telephone number to solicit information to calculate an address to remove the records from error.

d. If no one answers the telephone, the county database coordinator will need to collect the information needed through mail correspondence to remove the record from error.

◆ The county database coordinator is responsible for producing and providing wall maps and map books.

1. The county database coordinator will produce useful wall maps and map books to be used by the county and its emergency responders enabling them to quickly locate roads during emergencies.

2. The county database coordinator should produce at least a minimum of one wall map and map book for the County Judge, each County

Commissioner, the Sheriffs department, each fire department, each ambulance service provider, and the emergency management coordinator.

3. The wall map and map book should be available in both paper and electronic format.
 - a. Both the wall map and the map book should be produced in an electronic format, preferably in Adobe PDF format. If the county coordinator does not have Adobe Acrobat, free software to produce Adobe PDF files can easily be downloaded from the internet.
 4. The wall map and map book should be updated at least semi annually and updates made available in both paper and electronic format.
 - a. DETCOG has made available to each county free space on their website to host and make available the electronic maps and books.
- The county database provider is required, on a monthly basis, to provide a copy of the GIS files needed for Mapped ALI to DETCOG.
 1. DETCOG will be utilizing software loaded on the Customer Premise Equipment (CPE), at the Public Safety Answering Point (PSAP), that requires certain fields in the GIS files. The county database coordinator must place those fields in the GIS files and populate them as needed, when instructed by DETCOG.
 2. The county database coordinator will be required to supply the GIS files, needed from Mapped ALI, in ESRI shape file format.
 3. Upon receipt of the files each month, DETCOG will compile the GIS files as needed by the Mapped ALI software and deliver it to the PSAP each month during regularly scheduled PSAP visits.
 - The county database coordinator has contact with the city addressing agents to assist the cities with maintaining the Master Street Address Guide (MSAG) in the state 9-1-1 database.
 1. It is the responsibility of the county database coordinator to develop and nurture a working relationship with the city-addressing agents enabling them to work with the cities within the county, to assure that their streets are loaded in the MSAG in the ALI database.
 2. Upon verification of street names to be inserted, deleted or changed, the county database coordinator will perform those changes using the electronic tool provided by the state 9-1-1 database provider.
 3. The county database coordinator will coordinate with the city for the city to provide addresses to remove errors from the weekly 701/709-error spreadsheet and then post the corrections to that file and submit for processing.
 - The county database coordinator should be available for a regularly scheduled monitoring visit at least once a year and provide documentation as needed or requested by DETCOG to complete the monitoring.

ATTACHMENT H
Database Maintenance Budget

\$24,800- see attached budget for details

**Attachment I
Addressing database maintenance
Project Performance Measures**

In addition, Local Government will provide RPC with quarterly performance reports. These reports will include the status on the following activities addressing or addressing maintenance activities.

See Attachment

**Attachment J
Subcontract**

Insert copy of Contract or Interlocal Agreement for provision of Addressing Database Maintenance Services (if applicable)

Item #6

**AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF POLK**

This agreement ("Agreement") is made by and between The University of Texas Medical Branch at Galveston ("UTMB") and Polk County, Texas (the "County") for the provision of medical services to the County's eligible indigent population.

NOTE: This Agreement is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the "Act"), *Section 61.001 et seq, Texas Health & Safety Code*. Nothing in this Agreement shall be construed as increasing the County's responsibility for the treatment of indigents, including the dollar limit per individual, beyond that contained in the Act.

I. Definitions – Specific terms used in this agreement are . . .

- 1.1. Eligible Resident:** A County resident meeting the financial criteria outlined by the County. Eligible Residents must:
- 1.1.1. Present a valid county identification card to UTMB, and
 - 1.1.2. Have a valid referral from the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
 - 1.1.3. Possess a valid authorization for that visit.
 - 1.1.4. Per Attorney General's opinion DM225 may include jail inmates held in the county jail.
- 1.2. Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.3. Primary Care:** General medical care that is provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.4. Provisional Pay Status:** If the patient is deemed not an Eligible Resident, then fees will be payable based upon their financial position in accordance with UTMB established criteria. Services are contingent upon patient meeting UTMB's financial criteria for their particular status as it relates to the federal poverty level.
- 1.5. Secondary Care:** Specialty medical care or service provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.6. Tertiary Care: Health care treatment and services within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Eligibility – The following County residents are covered . . .

Eligible Residents-UTMB will provide Secondary/Tertiary Care for County residents meeting the County's financial criteria and satisfying the requirements of Section 1.1 above. Patients presenting for service without meeting all criteria as outlined in Section 1.1 will be placed in the provisional pay status.

III. Scope of Services – Each contracting party has these responsibilities. . .

3.1. County's Responsibilities:

- 3.1.1. The County agrees to pay fees in accordance with Section IV below for health care services provided to Eligible Residents within forty-five (45) days of the invoice date to the UTMB Accounting Department, P.O. Box 4786-762, Houston, Texas 77210-4786.**
- 3.1.2. The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.**
- 3.1.3. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A. Use this exhibit as a guideline for minimal information requirements.**
- 3.1.4. The County agrees to refer Eligible Patients through its indigent health care office or a physician designated by the County indigent health care office as able to make referrals.**
- 3.1.5. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.**
- 3.1.6. The County shall identify specific indigent health care officials who can make referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials for telephone eligibility verification and patient referral.**
- 3.1.7. The County shall be solely responsible for arranging for any follow-up medical care including referral form completion for Eligible**

Residents treated at UTMB, subject to the Texas Indigent Health Care and Treatment Act.

- 3.1.8. All referrals shall contain a valid and unique authorization for each patient encounter.
- 3.1.9. County agrees to pay in accordance with Section IV those emergency room charges for Eligible Residents treated at the UTMB Emergency Room.
- 3.1.10. County is responsible for monitoring the Eligible Resident's accrued charges so that those charges do not exceed County's statutory responsibility of \$30,000. Should appointments and authorizations be given after the county has knowledge of the Eligible Resident reaching this cap and without proper written notice, the County would be responsible for payment of those charges.
- 3.1.11. Should a charge be denied on the monthly report, County agrees to document that denial using the Denial Form (Exhibit C) provided with this contract. Payment will be deemed "unpaid" until this is received.

3.2. UTMB's responsibilities:

- 3.2.1 UTMB agrees to provide a monthly invoice to the County.
- 3.2.2 UTMB only agrees to provide Specialty and Tertiary Care to Eligible Residents unless the County otherwise requested and authorized in writing subject to medical emergency treatment and available UTMB resources.
- 3.2.3 UTMB agrees to invoice the County solely for Eligible Residents referred to UTMB by the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals. Should a patient appear on the monthly billing who is not an Eligible Resident, the Denial Form (Exhibit C) must be filled out completely and accurately in order to receive credit.
- 3.2.4 UTMB may re-bill County for any denied charge if and when the reason for denial can be rectified.
- 3.2.5 UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office if so requested by the County subject to UTMB's confidentiality requirements.

- 3.2.6 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for any follow-up treatment of the referred condition.
- 3.2.7 UTMB agrees to invoice County solely for health care services rendered to Eligible Residents holding the appropriate consultation form as identified in Exhibit B.
- 3.2.8 UTMB agrees to invoice the County indigent health care office monthly for all hospital and physician services.
- 3.2.9 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced billed charges.
- 3.2.10 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for services under this Agreement.
- 3.2.11 UTMB will comply with Federal and State laws regarding emergency services. County residents presenting with non-emergent medical conditions will be referred to the County's indigent health care office for referral in accordance with the provisions of this Agreement.
- 3.2.12 UTMB agrees to provide services for non-emergent, non-eligible residents in accordance with UTMB's Provisional Pay Status.
- 3.2.13 UTMB shall maintain a self-funded program for professional liability coverage for faculty physicians against any liabilities or claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB faculty physicians. As an agency of the State of Texas, liability for the tortuous conduct of non physician UTMB employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

3.3 Services not UTMB's responsibility:

- 3.3.1 Behavioral Health, including drug and alcohol addiction.
- 3.3.2 Plastic Surgery
- 3.3.3 Oral Surgery
- 3.3.4 Outpatient Pharmacy

3.3.5 Transportation to and from UTMB

3.3.6 Take Home Medical Supplies

3.3.7 Primary Care patients

IV. Fee Schedule – The charges for services will be as follows . . .

- 4.1 UTMB agrees to provide all Eligible Resident services for a fee based on 35% of UTMB charges. UTMB agrees to provide annual written notice to County prior to any increase in charges.
- 4.2 Patients may be requested to pay a co-pay at the time of service.
- 4.3 The county shall not be responsible for any co-payments.
- 4.4 UTMB shall not deny service to any Eligible Resident for failure to pay the co-pay at the time of service or hospital admission.

V. Miscellaneous—Both parties agree to the following . . .

- 5.1 To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 5.2 This term of this Agreement shall be from September 1, 2003, through August 31, 2004, regardless of the date of execution. This Agreement may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Should the County terminate, County agrees to honor all appointments and authorizations in existence at the time of termination. Execution of this Agreement shall supercede and replace the previous agreement for indigent health care between County and UTMB.
- 5.3 The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB and the County to attempt to resolve all disputes arising under this Agreement. The County must give written notice to UTMB of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By its execution of this

Agreement, the County acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the County's immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and any action shall be brought in a court of competent jurisdiction in Galveston County, Texas.

5.4 This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.

5.5 UTMB agrees to accept County's payment as payment in full for medical services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for medical services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to credit the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents.

5.6 HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the

HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

VI. Notices. Notices shall be effective only when in writing and addressed as follows...

UTMB: Richard S. Moore
Vice President for Business and Administration
UTMB Administration Bldg.
Suite 621
Galveston, Texas 77555-0126
409-772-6454

County: The Honorable John P. Thompson
Polk County Judge
101 West Church Street
Livingston, Texas 77351

COUNTY OF POLK

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

John P. Thompson
County Judge

Richard S. Moore
Vice President for Business and
Administration

Date: _____

Date: _____

07/18/03

8

Exhibit A

Front of Card

<p>County Indigent Care Card No. _____ Effective Date: <u>10-01-98</u> Expiration Date: <u>10-31-98</u> County Identification No: <u>123456</u> Coverage: _____</p> <p>Name: Mr/Mrs. County Resident Address: 1313 Main Street Your County, Texas 00000 Telephone: 409-555-5555 Social Security #. <u>111-22-3333</u> Date of Birth: <u>10-23-1949</u></p> <p>Primary Care Provider: <u>Dr. UTMB Physician</u> _____ Signature County Indigent Care Coordinator</p> <p>_____ Signature County Indigent Patients Signature</p>

Cards are to be created by the County under contract to UTMB.
 Each card should have a unique number assigned as a security precaution and tracking mechanism.
 Each card should have an original signature by the appropriate representative of the county.
 Each card should have an original signature by the resident
 Each covered family member should have their own card issued. This would replace existing letters.
 Card would need to be 3 1/2" x 2".

Rear of Card

<p align="center">UTMB Contract County Specialty Card</p> <p>Patient Must Present This Card at Time of Registration.</p> <p>Outpatient Co-pay \$ _____ Inpatient Co-pay \$ _____</p> <p>This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.</p> <p>All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409)360-1111. Only Specialty/Tertiary Care appointments will be made to the University of Texas Medical Branch.</p>

Exhibit B - Clinical Information-County/District Referral Form

Date: _____ Form Initiated by: _____ (county/dist.) Ph #: _____ fax #: _____

Faculty/PCP: _____ Provider #: _____ Ph. #: _____ fax #: _____

SCP: _____ Provider #: _____ Ph. #: _____ fax #: _____
(Specialty Physician's Name)

Select appropriate request: Approval for: Procedure [] Referral []
Consultation [] More Visits []

Procedure/Service Requested: _____
CPT: _____

Diagnosis: _____ ICD-9: _____

Symptoms: _____

Pertinent History: _____

Previous Treatments: _____

Current Meds: _____

Treatment Plan: _____

Financial Information

County/District Name: _____ Phone #: _____

County/Dist rep's name: _____ Patient's Phone #: _____

Patient Name: _____ SS#: _____

Authorization #: _____ County #: _____ Case in computer? Y / N

No. of visits approved: _____ Expiration date of approval: _____

Other pertinent information: _____

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: _____

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: _____

Date: _____

Write in Patient Information/Affix Label:

Name: _____

UH#: _____

Contract Care Approval Form

The University of Texas
Medical Branch Hospitals
Galveston, Texas


**ADDENDUM TO AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON AND THE COUNTY OF POLK**

This Addendum to the Agreement to Provide Medical Services between the University of Texas Medical Branch at Galveston (UTMB) and Polk County, Texas (County) is hereby incorporated into the attached Agreement by reference. To the extent of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall prevail.

1. Upon request by County, UTMB shall provide UB-92 and HCFA-1500 forms to document any invoiced services.
2. If UTMB contracts with another county upon different terms than those included in the Agreement, UTMB will offer those terms to Polk County at its option.

Approved:

COUNTY OF POLK


John P. Thompson
County Judge

**THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON**

Richard S. Moore
Vice President for Business and
Administration

August 26, 2003
Date

Date

Item #7



**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

Designating Surplus Property to be disposed in Public Auction.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held August 26, 2003, the following items described within the listing attached hereto as Exhibit "A" were determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.151.

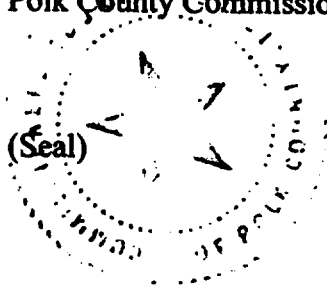
THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of in a Public Auction, as authorized by Local Government Code, §§263.152, to be held on September 20, 2003.

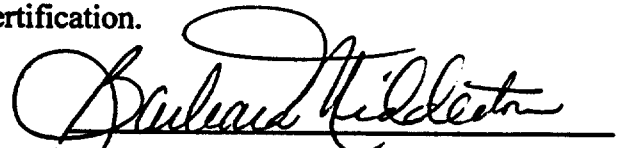

John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on August 26, 2003.

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




Barbara Middleton, County Clerk
Polk County, Texas

Polk County Inventory
Transfer Out Form

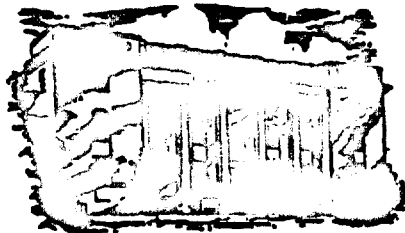
Dept Transferred To	Date	Asset #	Description	Int.
		6311	CS	
		6382	CS	
		PT 1436	CS	
		8657	CS	
		9775	CS	
		6455 A	CS	
		9552		
		1309-2	CS	
		2588	CS	
		013255	CS	
		03959	CS	
		03958	CS	
		2777	CS	
		B64810876	CS	
		10953	CS	
		106973	CS	
		0028	CS	
		0000	CS	
		0000	CS	
		1425	CS	
		98967	CS	
		0997	CS	
		4165	CS	
		0307	CS	

Page 2
 Alito Clerk
 Office

Polk County Inventory
 Transfer Out Form

Dept Transferred To	Date	Asset #	Description	Int
Maintenance / Custodial	4-3-03	000005019	Typewriter - Swintec 7000 Serial # 65300319	
Maintenance / Custodial	4-3-03	000003842	Typewriter - Swintec 7000 Serial # 08305661	
Maintenance / Custodial	4-3-03		Shredder - Fellowes STK 000916 F001000207 w/adaptor model # DU157120170C	
Maintenance / Custodial	4-3-03	000006382	HP Laser Jet 6P Printer Serial # USDG039685	
Maintenance / Custodial	4-3-03		Daytek monitor/workstation FCC ID: EWBOC1436 DT-1436 DU96R202415	
Maintenance / Custodial	4-3-03	000003806	Texas Instruments Calculator Serial # T1 5045 SV	

VOL. 49 PAGE 920



JAMES J. "BUDDY" PURVIS
County Commissioner
Precinct 3
(409) 398-4171
(409) 398-5950 (Fax)

927 S. Home • Hwy. 59
P.O. Box 181
Carrigan, TX 75339

August 21, 2003


Bob Dockens
Auditor Polk County
101 West Church
Livingston, Texas 77351

Dear Mr. Dockens,

Below is a list of items I am putting into the County Auction.

- (1) Sharp Fax Fo1450 asset # 00005161
- (1) Sharp Copier S/N 10601517 asset # 16603117
- (1) Copier Stand asset # 000003931
- (1) Hand held Nokia mobile phone asset # 000006520

Respectfully,


James J. Purvis

Item #8

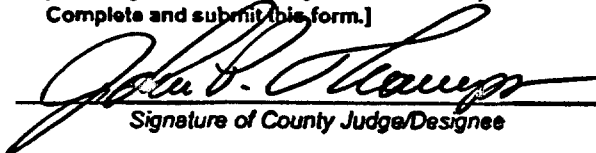
CHCP Optional Service Request

Please read optional service definitions on the back of this page.

Types of Optional Services: (circle the numbers of the services your county wishes to provide)

1.	Advanced Practice Nurse (APN)
2.	Ambulatory Surgical Center (ASC)
3.	Certified Nurse Midwife (CNM)
4.	Certified Registered Nurse Anesthetist (CRNA)
5.	Colostomy Medical Supplies and/or Equipment (colostomy bags/pouches, cleansing irrigation kits, paste or powder, and wafers)
6.	Counseling Services: (check the ones your county wishes to provide) <input type="checkbox"/> A. Licensed Professional Counselor (LPC) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Master Social Worker-Advanced Clinical Practitioner (LMSW-ACP) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
7.	Dental Care (annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain)
8.	Diabetic Supplies and/or Equipment (syringes, lancets, test strips, alcohol prep pads, glucometers, humulin pens, and the needles required for the humulin pens.)
9.	Durable Medical Equipment: (check the ones your county wishes to provide) <input type="checkbox"/> A. Crutches <input type="checkbox"/> D. Standard wheel chairs <input type="checkbox"/> G. Home oxygen equipment <input type="checkbox"/> B. Canes <input type="checkbox"/> E. Hospital beds <input type="checkbox"/> H. Blood pressure measuring appliances <input type="checkbox"/> C. Walkers <input type="checkbox"/> F. TENS units
10.	Federally Qualified Health Center (FQHC)
11.	Home and Community Health Care
12.	Physician Assistant (PA)
13.	Vision Care (one exam by refraction and one pair of prescribed glasses every 24 months)
14.	Emergency Medical Services (ground transportation only)

CHANGE [Check here if your county wishes to discontinue any of the optional services that you are currently providing this state fiscal year. Circle the optional services above that you will continue providing. Complete and submit this form.]


Signature of County Judge/Designee

August 26, 2003

Date

Name: John P. Thompson	Title: County Judge
County: Polk	Mailing Address: 101 W. Church St., Ste. 300
Phone Number (include area code.): 936-327-6813	City/State/Zip: Livingston, TX 77351

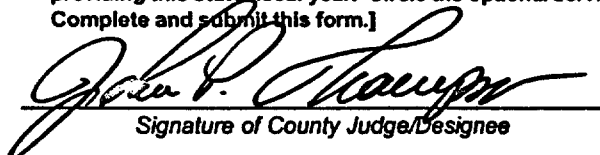
CIHCP Optional Service Request

Please read optional service definitions on the back of this page.

Types of Optional Services: (circle the numbers of the services your county wishes to provide)

<input checked="" type="checkbox"/> 1.	Advanced Practice Nurse (APN)
2.	Ambulatory Surgical Center (ASC)
3.	Certified Nurse Midwife (CNM)
4.	Certified Registered Nurse Anesthetist (CRNA)
5.	Colostomy Medical Supplies and/or Equipment (colostomy bags/pouches, cleansing irrigation kits, paste or powder, and wafers)
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7.	Dental Care (annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain)
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<input checked="" type="checkbox"/> 9.	Durable Medical Equipment: (check the ones your county wishes to provide) <input type="checkbox"/> A. Crutches <input type="checkbox"/> D. Standard wheel chairs <input checked="" type="checkbox"/> G. Home oxygen equipment <input type="checkbox"/> B. Canes <input type="checkbox"/> E. Hospital beds <input type="checkbox"/> H. Blood pressure measuring appliances <input type="checkbox"/> C. Walkers <input type="checkbox"/> F. TENS units
10.	Federally Qualified Health Center (FQHC)
11.	Home and Community Health Care
<input checked="" type="checkbox"/> 12.	Physician Assistant (PA)
13.	Vision Care (one exam by refraction and one pair of prescribed glasses every 24 months)
14.	Emergency Medical Services (ground transportation only)

CHANGE [Check here if your county wishes to discontinue any of the optional services that you are currently providing this state fiscal year. Circle the optional services above that you will continue providing. Complete and submit this form.]


Signature of County Judge/Designee

August 26, 2003
Date

Name: John Thompson	Title: County Judge
County: Polk	Mailing Address: 101 W. Church Street 3rd Floor, Courthouse
Phone Number (include area code.): 936-327-6813	City/State/Zip: Livingston, Texas, 77351

Item #10



JOHN P. THOMPSON
COUNTY JUDGE

COPY

August 26, 2003

Medical Revenue Services, Inc.
Attn: Barbara Hayes
P.O. Box 805
Livingston, Texas 77351

Dear Ms. Hayes:

This letter will serve to outline the agreement between your firm and Polk County, Texas for the contract management and restructuring of the County's Aging Services Program. Beginning September 1, 2003, it is understood that you will serve as an independent contractor, in the capacity of Polk County Aging Services Director. Your firm will be responsible for the oversight, restructuring and management of the County's Aging Services Program with the authority to initiate changes to the current program which you deem necessary to bring the program into compliance with state audit requirements and to assure continued compliance. Such changes shall be consistent with the policies and procedures of the County and are subject to final approval by the Commissioners Court.

This agreement shall remain in effect until September 30, 2004 unless terminated by either party. Additionally, this agreement may be extended or renewed upon the approval of both parties. Your firm agrees to perform the services outlined for a fee in the amount of Two Thousand Dollars (\$2,000.00) per month, payable on the first (1st) day of each month during the term of the agreement, with the first payment due September 1, 2003.

Sincerely,

John P. Thompson
John P. Thompson
Polk County Judge

Barbara Hayes, President
Medical Revenue Services, Inc.
Date: _____

COPY

POLK COUNTY
COMMISSIONERS COURT
MSAG CHANGES
AUGUST 19, 2003

Item #14

STREET	PCT	CTY	ROAD	LOW	HIGH	MILEAGE	COMMENTS
LINDA CHAIN	2	YES		100	357	0.2567	CHANGED FROM LINDA LN
J B HENDRY LN	3	NO		100	527	0.4243	CHANGED FROM GOREE
MC MILLAN RD	4	NO		100	331	0.2315	ADD NEW STREET TO MSAG
BRAZIL RD	4	NO		100	293	0.1931	ADD NEW STREET TO MSAG
E WILLIAMS LN	4	NO		100	143	0.0422	ADD NEW STREET TO MSAG

To be accepted on this agenda.

**Revised list of streets submitted for next Commissioners Court Agenda:

COPY

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
011 HOTEL OCCUPANCY TAX FUND	.00
015 ROAD & BRIDGE ADM	335,272.02
032 ENVIRONMENTAL SERVICES	530.20
051 AGING	.00

Item #16

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Budget Revisions & Amendments

*# 2003-20
and
2003-20(a)*

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLX
2003 010-342-403	COUNTY CLERK REIMB	08/19/2003	2K3-20	534.82-	857.98-	UNBUDGETED REIMB-TX CTR FOR K	323.16-	K
2003 010-342-551	TRA PATROL REIMBUR	08/19/2003	2K3-20	135,795.17-	149,557.78-	CK FROM TRA REIMB SHERIFF P K	13,762.61-	K
	TOTAL AMENDMENTS		2		TOTAL CHANGES		14,085.77-	
2003 010-370-693	FEMA/BMC ADIM FEES	08/19/2003	2K3-20	.00	5,176.00-	REQUEST PER JOHN MCDOWELL/P K	5,176.00-	K
	TOTAL AMENDMENTS		1		TOTAL CHANGES		5,176.00-	
2003 010-401-352	CONTINGENCIES	08/19/2003	2K320A	42,487.50	41,487.50	MOVE FUNDS TO TRAVEL PER JU K	1,000.00-	K
2003 010-401-427	TRAVEL/TRAINING	08/19/2003	2K320A	3,500.00	4,500.00	MOVE FUNDS FROM CONTINGENCY K	1,000.00	K
	EXPENSE SUMMARY - COMM COURT		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-402-394	SAFETY SUPPLIES	08/19/2003	2K320A	2,580.00	2,333.18	MOVE FUNDS TO OFFICE EQUIP K	246.82-	K
2003 010-402-572	OFFICE FURNISHING/	08/19/2003	2K320A	.00	246.82	MOVE FUNDS FROM SAFETY EQUI K	246.82	K
	EXPENSE SUMMARY - DPS		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-403-105	SALARIES	08/19/2003	2K320A	186,076.52	181,856.52	MOVE FUNDS TO P/T SALARIES K	4,220.00-	K
2003 010-403-108	SALARIES - PART/TI	08/19/2003	2K320A	.00	4,220.00	MOVE FUNDS FROM SALARIES PER K	4,220.00	K
2003 010-403-427	TRAVEL/TRAINING	08/19/2003	2K3-20	4,034.82	4,357.98	UNBUDGETED REIMB-TX CTR FOR K	323.16	K
	EXPENSE SUMMARY - COUNTY CLERK		TOTAL AMENDMENTS	3	TOTAL CHANGES		323.16	
2003 010-409-311	POSTAGE	08/19/2003	2K320A	84,000.00	73,210.77	MOVE FUNDS TO TELEPHONE PER K	10,789.23-	K
2003 010-409-420	TELEPHONE	08/19/2003	2K320A	88,000.00	98,789.23	MOVE FUNDS FROM POSTAGE PER K	10,789.23	K
	EXP SUMMARY- GENERAL OPERATION		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-426-400	ATTORNEY FEES - CO	08/19/2003	2K320A	74,000.00	72,467.80	MOVE FUNDS TO CONTINGENCIES K	1,532.20-	K
	EXPENSE SUMMARY - CO CT @ LAW		TOTAL AMENDMENTS	1	TOTAL CHANGES		1,532.20-	
2003 010-435-490	CONTINGENCIES	08/19/2003	2K320A	3,000.00	4,532.20	MOVE FUNDS FROM ATTY FEES/P K	1,532.20	K
	EXPENSE SUMMARY - JURY		TOTAL AMENDMENTS	1	TOTAL CHANGES		1,532.20	
2003 010-495-204	WORKERS COMPENSATI	08/19/2003	2K320A	537.88	587.88	MOVE FUNDS FROM FIXED ASSET K	50.00	K
2003 010-495-410	FIX ASSET MAINTENA	08/19/2003	2K320A	985.02	735.02	MOVE FUNDS TO VARIOUS LINE K	250.00-	K
2003 010-495-427	TRAVEL/TRAINING	08/19/2003	2K320A	4,000.00	4,200.00	MOVE FUNDS FROM FIXED ASSET K	200.00	K
	EXPENSE SUMMARY - AUDITOR		TOTAL AMENDMENTS	3	TOTAL CHANGES		.00	
2003 010-499-330	FURNISHED TRANSPOR	08/19/2003	2K320A	2,955.00	2,905.00	MOVE FUNDS TO PHONES PER BI K	50.00-	K
2003 010-499-423	MOBILE PHONE	08/19/2003	2K320A	200.00	250.00	MOVE FUNDS FROM FURN.TRANSP K	50.00	K
	EXPENSE SUMMARY-TAX ASSES/COLL		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-551-423	MOBILE PHONE/FAGER	08/19/2003	2K320A	1,373.35	1,485.56	MOVE FUNDS FROM EQUIPMENT P K	112.21	K
2003 010-551-572	RADIO/OFFICE EQUIP	08/19/2003	2K320A	4,892.87	4,780.66	MOVE FUNDS TO PHONES PER LE K	112.21-	K
	SUMMARY - CONSTABLE, PCT.1		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-560-105	SALARIES	08/19/2003	2K3-20	1,309,330.86	1,320,892.56	CK FROM TRA REIMB SHERIFF P K	11,561.70	K
2003 010-560-201	SOCIAL SECURITY	08/19/2003	2K3-20	107,535.87	108,820.34	CK FROM TRA REIMB SHERIFF P K	884.47	K
2003 010-560-203	RETIREMENT	08/19/2003	2K3-20	90,537.04	91,309.08	CK FROM TRA REIMB SHERIFF P K	772.04	K
2003 010-560-203	RETIREMENT	08/19/2003	2K3-20	91,309.08	91,309.36	CORRECT 2K3-20 WRONG AMOUNT K	.28	K
2003 010-560-204	WORKERS COMPENSATI	08/19/2003	2K3-20	29,917.03	30,424.15	CK FROM TRA REIMB SHERIFF P K	507.12	K
2003 010-560-206	UNEMPLOYMENT INSUR	08/19/2003	2K3-20	4,443.93	4,480.93	CK FROM TRA REIMB SHERIFF P K	37.00	K
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	6	TOTAL CHANGES		13,762.61	
2003 010-691-400	CRIMESTOPPERS	08/19/2003	2K320A	9,000.00	9,381.50	MOVE FUNDS FROM MISC. PER J K	381.50	K
2003 010-691-405	AUTOPSIES	08/19/2003	2K320A	57,935.00	59,604.00	MOVE FUNDS FROM MISC. PER J K	1,669.00	K
2003 010-691-466	PARKING LOT LEAS	08/19/2003	2K320A	2,800.00	3,700.00	MOVE FUNDS FROM MISC. PER J K	900.00	K
2003 010-691-490	MISCELLANEOUS	08/19/2003	2K320A	4,929.35	1,817.10	MOVE FUNDS TO VARIOUS ACTS K	3,112.25-	K

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2003 010-691-495	COURTHOUSE LANDSCAPE	08/19/2003	2K320A	7,500.00	7,661.75	MOVE FUNDS FROM MISC. PER J K	161.75	
EXPENSE SUMMARY - ALL OTHER				TOTAL AMENDMENTS	5	TOTAL CHANGES	.00	
2003 010-695-572	EQUIPMENT	08/19/2003	2K3-20	5,667.98	10,843.98	REQUEST PER JOHN McDOWELL, P K	5,176.00	
EXPENSE SUMMARY - EMERG MGMT				TOTAL AMENDMENTS	1	TOTAL CHANGES	5,000.00-	
2003 011-365-200	OTHER CONTRIBUTION	08/19/2003	2K3-20	.00	5,000.00-	UNBUDGETED REVENUE, INTN'L P K	5,000.00-	
TOTAL AMENDMENTS				1	TOTAL CHANGES	5,000.00	5,000.00	
2003 011-401-500	OTHER CONTRIBUTION	08/19/2003	2K3-20	.00	5,000.00	UNBUDGETED REVENUE, INTN'L P K	5,000.00	
TOTAL AMENDMENTS				1	TOTAL CHANGES	5,000.00	5,000.00	
2003 015-271-000	FUND BALANCE	08/11/2003	2K3-20	.00	254,189.80-	RECORD FY 01 BUDGET CARRYOV K	254,189.80-	
2003 015-271-000	FUND BALANCE	08/11/2003	2K3-20	254,189.80-	213,049.55-	RECORD FY 01 BUDGET CARRYOV K	41,140.25	
2003 015-271-000	FUND BALANCE	08/13/2003	2K3-20	213,049.55-	15,185.87	CORRECT AMOUNT BUDGET AMEND K	228,235.42	
2003 015-271-000	FUND BALANCE	08/13/2003	2K3-20	15,185.87	56,326.12	CORRECT BUDGET AMEND AMOUNT K	41,140.25	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	56,326.12	62,736.12	RECORD REMAINING FY01 BUDGE K	6,410.00	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	62,736.12	72,537.03	RECORD FY02 BUDGET CARRYOV K	9,800.91	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	72,537.03	78,520.83	RECORD FY02 BUDGET CARRYOV K	5,983.80	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	78,520.83	105,390.01	RECORD FY02 BUDGET CARRYOV K	26,869.18	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	105,390.01	109,354.75	RECORD FY02 BUDGET CARRYOV K	3,964.74	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	109,354.75	111,837.68	RECORD FY02 BUDGET CARRYOV K	2,482.93	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	111,837.68	118,826.41	RECORD FY02 BUDGET CARRYOV K	6,988.73	
2003 015-271-000	FUND BALANCE	08/19/2003	2K3-20	118,826.41	167,636.01	RECORD FY02 BUDGET CARRYOV K	48,809.60	
TOTAL AMENDMENTS				12	TOTAL CHANGES	167,636.01	167,636.01	
2003 015-369-200	CULVERT/MATERIAL R	08/19/2003	2K3-20	48,332.02-	50,865.62-	REIMS CK FROM BRIDGEVIEW PO K	2,553.60-	
2003 015-369-300	CULVERT/MATERIAL R	08/19/2003	2K3-20	937.32-	1,131.07-	REIMBURSEMENT CK FROM HEMPH K	213.75-	
TOTAL AMENDMENTS				2	TOTAL CHANGES	2,767.35-	2,767.35-	
2003 015-370-150	PCT 2 SALE OF ASSE	08/19/2003	2K3-20	.00	5,660.00-	CK FROM AROUND THE WORLD SA K	5,660.00-	
2003 015-370-250	PCT 4 SALE OF ASSE	08/19/2003	2K3-20	.00	600.00-	CK FROM R. MAGGONER, SALE MIL K	600.00-	
TOTAL AMENDMENTS				2	TOTAL CHANGES	6,260.00-	6,260.00-	
2003 015-620-100	PCT1 PERM ROAD BUD	08/19/2003	2K3-20	.00	5,983.80	RECORD FY02 BUDGET CARRYOV K	5,983.80	
2003 015-620-200	PCT2 PERM ROAD BUD	08/19/2003	2K3-20	.00	3,964.74	RECORD FY02 BUDGET CARRYOV K	3,964.74	
2003 015-620-400	PCT4 PERM ROAD BUD	08/19/2003	2K3-20	.00	48,809.60	RECORD FY02 BUDGET CARRYOV K	48,809.60	
2003 015-620-623	PERMANENT ROAD EXPENDITURES	08/19/2003	2K320A	50,000.00	.00	MOVE FUNDS TO VARIOUS ACCTS K	50,000.00-	
TOTAL AMENDMENTS				4	TOTAL CHANGES	8,758.14	8,758.14	
2003 015-621-100	PCT 1 BUDGET CARRY	08/11/2003	2K3-20	.00	15,185.87	RECORD FY 01 BUDGET CARRYOV K	15,185.87	
2003 015-621-100	PCT 1 BUDGET CARRY	08/19/2003	2K3-20	15,185.87	24,986.78	RECORD FY02 BUDGET CARRYOV K	9,800.91	
TOTAL AMENDMENTS				2	TOTAL CHANGES	24,986.78	24,986.78	
2003 015-622-100	PCT 2 BUDGET CARRY	08/19/2003	2K3-20	.00	26,869.18	RECORD FY02 BUDGET CARRYOV K	26,869.18	
2003 015-622-339	CONSTRUCTION CONTR	08/19/2003	2K3-20	265,095.84	267,649.44	REIMB CK FROM BRIDGEVIEW PO K	2,553.60	
2003 015-622-339	CONSTRUCTION CONTR	08/19/2003	2K3-20	267,649.44	271,309.44	CK FROM AROUND THE WORLD SA K	3,660.00	
2003 015-622-572	OFFICE FURNISHING/	08/19/2003	2K3-20	914.99	2,914.99	CK FROM AROUND THE WORLD SA K	2,000.00	
TOTAL AMENDMENTS				4	TOTAL CHANGES	35,062.78	35,062.78	
2003 015-623-106	SALARIES - PART/FT	08/19/2003	2K320A	.00	2,482.93	RECORD FY02 BUDGET CARRYOV K	2,482.93	
2003 015-623-345	OFFICE SUPPLIES	08/19/2003	2K320A	1,200.00	24,200.00	MOVE FUNDS FROM PERM ROAD P K	24,200.00	
2003 015-623-338	CULVERTS	08/19/2003	2K3-20	10,000.00	1,275.00	MOVE FUNDS FROM PERM ROAD P K	75.00	
2003 015-623-354	TIRES/TUBES	08/19/2003	2K320A	8,735.40	10,213.75	REIMBURSEMENT CK FROM HEMPH K	213.75	
TOTAL AMENDMENTS				4	TOTAL CHANGES	14,735.40	14,735.40	

REPORT OF GENERAL LEDGER AMENDMENTS

08/19/2003 13:38:06

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2003 015-623-456	PARTS & REPAIRS	08/19/2003	2K320A	60,450.00	80,150.00	19,700.00	MOVE FUNDS FROM PERM ROAD P K	
2003 015-623-573	PCT3 CAPITAL OUTLA	08/19/2003	2K320A	12,270.00	12,295.00	25.00	MOVE FUNDS FROM PERM ROAD P K	
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	7	TOTAL CHANGES	52,696.68		
2003 015-624-100	PCT 4 BUDGET CARRY	08/11/2003	2K3-20	.00	41,140.25	41,140.25	RECORD FY 01 BUDGET CARRYOV K	
2003 015-624-100	PCT 4 BUDGET CARRY	08/19/2003	2K3-20	41,140.25	47,550.25	6,410.00	RECORD REMAINING FY01 BUDGE K	
2003 015-624-100	PCT 4 BUDGET CARRY	08/19/2003	2K3-20	47,550.25	54,538.98	6,988.73	RECORD FY02 BUDGET CARRYOV K	
2003 015-624-571	ROAD MACHINERY & E	08/19/2003	2K3-20	1,449.95	2,049.95	600.00	CK FROM R.WAGGONER,SALE MIL K	
	PRECINCT #4 EXPENSE SUMMARY		TOTAL AMENDMENTS	4	TOTAL CHANGES	55,138.98		
2003 032-271-000	FUND BALANCE	08/19/2003	2K3-20	4,770.26	5,035.36	265.10	UNBUDGETED EXPENSE-LANDFILL K	
			TOTAL AMENDMENTS	1	TOTAL CHANGES	265.10		
2003 032-595-403	GAS MONITORING FEE	08/19/2003	2K3-20	7,065.30	7,330.40	265.10	UNBUDGETED EXPENSE-LANDFILL K	
	EXP SUMMARY - WASTE MANAGEMENT		TOTAL AMENDMENTS	1	TOTAL CHANGES	265.10		
2003 051-645-420	TELEPHONE EXPENSE	08/19/2003	2K320A	1,450.00	1,750.00	300.00	MOVE FUNDS FROM TRAVEL PER K	
2003 051-645-427	TRAVEL - SEMINARS	08/19/2003	2K320A	1,000.00	700.00	300.00-	MOVE FUNDS TO TELEPHONE PER K	
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		

ACH 353

Debit Service

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	257,245.00
TOTAL OF ALL FUNDS	257,245.00

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

B. L. Dockers

B. L. DOCKERS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ACH 354
Debt Service

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	197,512.50
TOTAL OF ALL FUNDS	197,512.50

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

B. L. Dockens
 B. L. DOCKENS
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 355

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	41,417.02
015	ROAD & BRIDGE ADM	10,855.77
027	SECURITY	405.12
048	DISTRICT ATTY SPECIAL FUND	87.38
051	AGING	1,547.04
083	MUSEUM OPERATING FUND	65.06
101	ADULT SUPERVISION	6,308.11
108	CCP - SURVEILLANCE	693.16
109	SPECIALIZED CASELOAD CCP	371.84
184	JUVENILE PROBATION	877.90
185	CCAP - JUVENILE PROBATION	2,129.49
TOTAL OF ALL FUNDS		64,757.89

Payroll

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	132,753.66
015 ROAD & BRIDGE ADM	38,221.42
027 SECURITY	1,626.86
048 DISTRICT ATTY SPECIAL FUND	450.82
051 AGING	6,646.21
083 MUSEUM OPERATING FUND	291.64
101 ADULT SUPERVISION	19,111.64
108 CCP - SURVEILLANCE	1,902.83
109 SPECIALIZED CASELOAD CCP	1,161.13
184 JUVENILE PROBATION	2,498.83
185 -CCAP - JUVENILE PROBATION	6,770.15

TOTAL OF ALL FUNDS	211,435.19

ACH 356

Payroll

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

B. L. DOCKENS



COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	660.00
TOTAL OF ALL FUNDS	660.00

Jury fees

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	186.00
TOTAL OF ALL FUNDS	186.00

Jury fees

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,582.20
015 ROAD & BRIDGE ADM	339.50
061 DEBT SERVICE FUND	49,123.05
088 JUDICIARY FUND	403.00
101 ADULT SUPERVISION	120.00
108 CCP - SURVEILLANCE	68.00
184 JUVENILE PROBATION	64.00
185 CCAP - JUVENILE PROBATION	179.50
TOTAL OF ALL FUNDS	55,879.25

*Time Warrants
Payroll
Restitution*

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	38,003.04
015 ROAD & BRIDGE ADM	741.64
027 SECURITY	85.00
049 DISTRICT ATTY HOT CHECK FUND	10.50
051 AGING	22.02
088 JUDICIARY FUND	477.70
093 CO CLERK RECORDS MGMT FUND	10.50
<hr/>	
TOTAL OF ALL FUNDS	39,350.40

*Utilities
Telephones
Pager*

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	902.53
015 ROAD & BRIDGE ADM	454.37
101 ADULT SUPERVISION	183.52
185 CCAP - JUVENILE PROBATION	98.10

TOTAL OF ALL FUNDS	1,638.52

Payroll

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7,916.64
034 FEMA DISASTER FUNDS	5,176.00

TOTAL OF ALL FUNDS	13,092.64

Auditing Fees

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,206.69
015 ROAD & BRIDGE ADM	743.54
027 SECURITY	30.00
101 ADULT SUPERVISION	1,419.45
108 CCP - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	706.29
TOTAL OF ALL FUNDS	6,581.47

Payroll

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6,650.14
015 ROAD & BRIDGE ADM	943.22
027 SECURITY	7.83
049 DISTRICT ATTY HOT CHECK FUND	194.22
051 AGING	1,731.95
061 DEBT SERVICE FUND	15,368.56
088 JUDICIARY FUND	1,173.40
TOTAL OF ALL FUNDS	26,069.32

*Time Warrants
Telephone
Restitution*

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	70,412.99
015 ROAD & BRIDGE ADM	170,076.60
032 ENVIRONMENTAL SERVICES	265.10
040 LAW LIBRARY FUND	170.40
049 DISTRICT ATTY HOT CHECK FUND	170.67
051 AGING	11,575.39
093 CO CLERK RECORDS MGMT FUND	929.94
094 COUNTY RECORDS MGMT FUND	978.33

TOTAL OF ALL FUNDS	254,579.42

*Attys fees
Vehicle fuel,
Parts & maintenance
Autopsies &
Travel*

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20,685.78
TOTAL OF ALL FUNDS	20,685.78

*Indigent
Health Care*

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	375.00
TOTAL OF ALL FUNDS	375.00

Rt B Administration

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE



STATE OF TEXAS
 THE TREASURER OF THE
 COUNTY OF POLK
 LIVINGSTON, TEXAS 77351

FIRST STATE BANK
 COUNTY DEPOSITORY
 LIVINGSTON, TEXAS

181213

DATE
 08-19-2003

CHECK NO.
 181213

AMOUNT
 \$*****375.00

PAY ***Three Hundred Seventy-Five and 00/100 Dollars***

TO
 THE
 ORDER
 OF

TEXAS DEPARTMENT OF HEALTH
 GENERAL SANITATION DIVISION
 1100 WEST 49TH STREET
 AUSTIN TX 78756-3199

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John P. Thompson

POLK COUNTY * LIVINGSTON TEXAS 77351

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
VENDOR 007403			CHECK #:	181213
R & B #1	CERTIFICATE	125.00	015-621-490	
R & B #2	CERTIFICATE	125.00	015-622-490	
R & B #2	CERTIFICATE	125.00	015-622-490	
			TOTAL AMOUNT	375.00

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	125.00
TOTAL OF ALL FUNDS	----- 125.00

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

*R & B
Certification fee*

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	250.00
TOTAL OF ALL FUNDS	250.00

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

*Rd B
Certification Fee*

Vendor	Amount	Explanation
OMNI CORPUS CHRISTI HOTEL	\$ 2,277.00	D.A. HOT CHECK FUND
OMNI CORPUS CHRISTI HOTEL	\$ 759.00	D.A. INVESTIGATOR EDUCATION FUND
T.D.C.A.A.	\$ 1,500.00	D.A. HOT CHECK FUND
T.D.C.A.A.	\$ 500.00	D.A. INVESTIGATOR EDUCATION FUND
MEDICAL CENTER PHARMACY	\$ 99.96	RESTITUTION THIEF BY CHECK FUND
POLK COUNTY CHAMBER OF COMMERCE	\$ 8,201.95	COMMISSIONER COURT
REBECCA RIVERA, INC.	\$ 55,079.75	COMMISSIONER COURT
LUTHER JAY BURKS	\$ 300.00	COMMISSIONER COURT
CRAWFORD MARTIN INSURANCE	\$ 71.00	R&B#4
TELCOM SUPPLY INC	\$ 300.00	EMERGENCY MANAGEMENT
U S POSTMASTER	\$ 1,000.00	TAX OFFICE EXPRESS MAIL
TOTAL	\$ 70,088.66	

John P. Thompson

 **COPY**

COPY

DATE: AUGUST 13, THROUGH AUGUST 26, 2003

Handwritten: #1043 Sheriff

NO.	EMPLOYEE	MAINTENANCE -	JOB DESCRIPTION	GROUP	STEP &	TYPE OF EMPLOYMENT	ACTION TAKEN	EFFECTIVE DATE
(1)	WENDALL ALAN WILLS	CUSTODIAL SHERIFF	#0003	1500	1500	REGULAR FULL-TIME	INCREASE SALARY TO BEGINNING STEP OF GROUP/STEP (901) (\$16,704.84)	08/13/2003
(2)	MELISSA BLACKBURN	ROAD & BRIDGE PCT# 1	#1043	1301	1301	REGULAR FULL-TIME	RESIGNATION	08/24/2003
(3)	EARL MARRELL	TAX ASSESSOR - COLLECTOR	#0113	1103	1103	REGULAR FULL-TIME	MERIT INCREASE TO (1103) (\$20,353.23)	08/13/2003
(4)	EVA MARTINEZ	TAX ASSESSOR - COLLECTOR	#0105	1104	1104	REGULAR FULL-TIME	RESIGNATION	08/19/2003
(5)	MARIA TERESA ALVAREZ	COUNTY AUDITOR	#0105	11(01)	11(01)	LABOR POOL (-800)	RECLASSIFY TO FULL-TIME #0105 - DEPUTY CLERK (1101) (\$18,438.02)	08/20/2003
(6)	JOHN WAID OWEN	COUNTY AUDITOR	#0303	1503	1503	REGULAR FULL-TIME	NEW HIRE	08/26/2003
(7)	RAE LYNN PHILLIPS	SHERIFF	#1043	13(01)	13(01)	LABOR POOL (-800)	NEW HIRE	08/26/2003
(8)	CARAN R. CONARD	SHERIFF	#1043	13(01)	13(01)	LABOR POOL (-800)	NEW HIRE	08/26/2003
(9)	LANELL D. PUCKETT	SHERIFF	#1043	13(01)	13(01)	LABOR POOL (-800)	NEW HIRE	08/26/2003
(10)	DANA CLAIRE GUINONES	SHERIFF	#1043	13(01)	13(01)	LABOR POOL (-800)	NEW HIRE	08/26/2003
(11)	JOSEPH RYAN CUDE	ROAD & BRIDGE PCT# 4	#0113	11(01)	11(01)	TEMPORARY PART-TIME	NEW HIRE	08/26/2003
(12)	TRACY IRENE GALLOWAY	JAIL	#1039	1501	1501	REGULAR FULL-TIME	TRANSFER TO SHERIFF DEPT #1043 - TELECOM OPERATOR (1101) (\$18,438.02)	08/27/2003
(13)	BILLY RAY NELSON JR.	JAIL	#1055	1301	1301	REGULAR FULL-TIME	RESIGNATION	08/19/2003
(14)	BOBBY R. KEY	JAIL	#1053	1901	1901	REGULAR FULL-TIME	RESIGNATION	8/21/2003
(15)	NATALIE NICOLE LEGGETT	AGING	#1285	5(01)	5(01)	LABOR POOL (-800)	RESIGNATION	08/25/2003
(16)								
(17)								

Handwritten: Re-classify to Labor Pool (900)
Additional
Additional

Item # 20

**PROFESSIONAL SERVICES AGREEMENT
AND ADDENDUM OF ORIGINAL
CONTRACT FOR
FRONT-ENDING IMAGING SYSTEM OF COURT RECORDS WITH SECURITY
MICROFILMING BACK UP**

COUNTY OF POLK
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

PARTIES

THIS ADDENDUM OF ORIGINAL CONTRACT "Contract" herein, is made and entered into by and between POLK COUNTY, a political subdivision of the State of Texas, on behalf of its District Clerk, hereinafter referred to as "Client," and, Government Records Services, a/k/a ACS/Government Records Management, 2800 W. Mockingbird Lane, Dallas, Texas 75235, hereinafter referred to as "Provider".

CONSIDERATION

Client agrees to pay for Imaging System for Case Records with Security Microfilm Back up and Services as follows:

See Exhibit "A" attached - Pricing of Systems and Services

See Exhibit "B" attached - System Proposal

Exhibits A and B attached hereto are incorporated fully into this contract.

The cost of these Systems and Services have been negotiated by the General Services Commission of the State of Texas. These negotiated prices are offered to POLK County through the QISV Catalogue Purchasing Program of the General Services Commission.

TERMS AND TERMINATION

Term: This Agreement shall be for a term of five (5) years renewable automatically on its anniversary date unless terminated by the User or Contractor. Such renewal term shall be upon the same terms and conditions as set forth herein.

CONTRACT

The Proposal, submitted documents, and any negotiations reduced to writing and signed by both parties, having been properly accepted by Client, shall be considered to be a part of the contract equally binding between Provider and Client. No different or additional terms will become a part of this Contract without the exception of a written Change Order(s) signed by both parties. This contract supercedes all prior contracts between client and provider for the systems and services set forth in this Contract.

CONFLICT OF INTEREST

No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY

All information disclosed by Client to Provider for the purpose of the work and services to be done in performance of the Contract, or information that comes to the attention of the Provider during the course of performing such work is to be kept strictly confidential except for information obtained from Client to the extent such information is currently being furnished to 3rd parties by Provider in the operation of its regular business.

ADDENDA

Any interpretations, corrections or changes to this Contract will be made by addenda. Provider shall vest in POLK District Clerk and subject to acceptance and approval in writing sole issuing authority of any and all addenda. Provider shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders to the contract will be made in writing by POLK District Clerk and subject to Provider's written approval.

ASSIGNMENT

The Provider shall not sell, assign, transfer or convey to any third-party this contract in whole or in part, without the prior written consent of POLK County Commissioners.

VENUE

This Contract will be governed and construed according to the laws of the State of Texas. This Contract is performable in POLK County, Texas.

INDEMNIFICATION

Provider shall defend, indemnify and hold harmless POLK County and all of its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Provider, or of any agent, employee, subcontractor or supplier in the execution of, or performance of this Contract. Provider shall pay any judgment with costs that may be obtained against POLK County growing out of such injury or damages.

SALES TAX

POLK County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the price shall not include taxes.

DESIGN, STANDARDS, AND PRACTICES

Services to be furnished by Provider must conform to the highest standards of practices in the industry.

COMPLIANCE WITH GOVERNING LAWS

All proposals/offers must comply with all federal, state, county and local laws governing or covering the type of services included in this Contract.

PATENTS/COPYRIGHTS

The Provider agrees to indemnify, defend and hold harmless Client from any claims, lawsuits, or actions involving infringements of patents and/or copyrights.

PERFORMANCE OF CONTRACT

POLK County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of the Contract. In any event, POLK County shall give Provider 30 days to correct any problem.

INSURANCE

Provider shall, at all times, maintain sufficient insurance coverage to protect Client from all-reasonable loss by liability claims arising out of Provider's performance of this Contract. If Provider materially changes or cancels any insurance policy required by this Contract, Provider shall give client prompt written notice of same.

Provider agrees to provide Client, upon Client's request, with all insurance certificate(s) needed, which are to remain in force throughout the entire term of this Contract.

INVOICES

Invoices shall be mailed directly to:

Honorable Kathy Clifton
POLK District Clerk
POLK County Courthouse
101 W. Church St.
LIVINGSTON, TX 77351

The invoices shall show:

1. Name and address of Provider
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Agreed Client will make payments to Provider upon receipt and acceptance by Client of all completed services and/or products ordered and receipt of a valid invoice in accordance with V.T.C.A., Government Code Section 2251.021.

DELIVERY OF HARDWARE EQUIPMENT

Provider shall place the computer hardware and other equipment as needed on Client's premises for use of Client during the term of this Contract. Subject to the terms hereof, the title and possession of the hardware and other equipment furnished by Provider shall at all times, after delivery to Client, be and remain the sole and exclusive property of Provider.

The hardware and equipment furnished Client according to this Contract shall not be used by Client during the time period of this Contract except in the furtherance and performance of the specific terms of this Contract.

Any operating software that Provider has received from the manufacturer of the hardware or vendor of the hardware shall be delivered to Client for its use, subject to the rights retained in such operating software by such manufacturer or vendor and shall at all times remain the property of Provider. Provider retains all proprietary right to such operating software.

SITE PREPARATION

Client will provide at its own expense a site adequate in space and design for the installation and operation of the hardware. Client shall be responsible to provide a site that is temperature-controlled and has the necessary electrical outlets, circuits and wiring for the hardware, and electric current of sufficient quality and quantity to operate the hardware. Provider has no duty to prepare the site for the installation of the hardware, but has a duty to give notice to client of any inadequate conditions, which it finds regarding the site.

INSTALLATION AND TRAINING

Provider shall have the duty to install the hardware as needed at the site designated by Client. Provider shall also have the duty to provide the adequate and necessary training of Client's employees for the operation of the above-described hardware and for the understanding of the use of the software. If requested by Client, Provider will furnish additional training at Client's site to compensate for any employee turnover, and to ensure Client's ability to fully utilize all hardware provided.

LICENSE

Provider grants to Client the nonexclusive right to use the services and software of Provider listed in this Contract during the term of this Contract; such right specifically excludes the right of Client to sublicense, assign, or sublease any of its rights hereunder without express written consent of Provider. Client agrees that the software products licensed herein are proprietary, and that Provider or the owner of the licensed software products retains ownership of all rights, title and interest of its licensed software

products. All enhancements made on behalf of Client by Provider will be proprietary to Provider.

INDEPENDENT CONTRACTORS

It is agreed and understood that Provider, and its employees, agents, representatives, and anyone acting on behalf of Provider is an independent contractor for the purpose of this contract.

PROPRIETARY RIGHTS

Provider shall have the sole and exclusive right to patent or copyright any work resulting from its services. In order to protect Provider's interest in these materials, provider will retain all proprietary rights to source programs, object programs, control language procedures, systems design, modular program structure, system logic flow, technical documentation, report and video formats, subroutines, processing techniques and procedures, and report generation which were prepared on behalf of Client, unless a specific exception is stated on an attached Ownership Addendum. As part of this Contract, Client is granted a non-exclusive license to use these materials.

WARRANTY AND DISCLAIMER

Services to be performed by Provider will be done by qualified personnel, properly supervised, and will meet such other specifications as are mutually agreed upon by the parties. Provider will deliver and install the hardware and software products at such location and upon such dates as listed in the Proposal. Provider warrants that each delivered and installed product will be in good operating condition on the day it is accepted. If any delivered material or product is not in good operating condition on the date of installation, provider will make adjustments, repairs, and replacements necessary to place the product or material in good operating condition as promptly as possible after installation.

CARE AND USE

Client shall protect the hardware and software furnished by Provider from deterioration other than normal wear and tear. During the period of this Contract, Client shall not use the systems furnished by Provider according to the Contract for any other purpose other than that for which they were designed and only for the purposes intended for the performance of this Contract. Parties agree that the cost of hardware maintenance service is included in the charges as stated in Exhibit A. Provider assumes the obligation to repair and maintain such systems in good operating condition and repair at all times during the term of this Contract at Provider's sole expense and at no expense to Client, other than the charges shown on Exhibit A.

The Client shall not, without prior written consent of Provider, affix or install any accessory, equipment or device on the hardware that will either impair the originally intended function or use of such hardware.

Client will not move the hardware or permit the removal of any hardware from the original installation site without Provider's prior knowledge.

MAINTENANCE AND TECHNICAL SUPPORT

Contractor shall maintain the System and provide technical support one-half (1/2) hour before and one-half (1/2) hour after normal business hours of the POLK District Clerk's office. All maintenance costs are included in the monthly rental charge set forth herein. User agrees to contact Contractor immediately should equipment problems occur and to provide Contractor full and free access to the System. Contractor will respond immediately to all calls from user. User also agrees to perform certain routine preventive maintenance functions (such as daily vacuum cleaning of paper dust from all printers) as reasonably instructed by Contractor in order to keep the hardware clean and prevent accelerated deterioration.

TITLE TO RECORDED MEDIA

It is expressly agreed by Client and Provider that title to all media recorded pursuant to this Contract, in any form, (including, but not limited to: silver halide microfilm, ROM disks, and any other magnetic recording) shall belong to the District County Clerk of POLK County.

DEFAULT

The occurrence of any one or more of the following events shall constitute a default under this Contract:

- Failure by Provider to perform any term, covenant or condition of this Contract, which default shall continue for a period of fifteen days after Client furnishes Provider written notice of such failure to perform; or
- Failure of Provider to repair or replace faulty or malfunctioning equipment, products, or materials within 48 hours of receipt of notice from the District Clerk, or failure of Provider to furnish adequate and proper training or retraining of Client's employees as deemed reasonably necessary by the District Clerk for Client to properly use the hardware and software of Provider; or
- Failure of Provider to furnish the necessary hardware or software to Client as agreed upon herein; or

- Except as provided herein, failure of Provider to protect from dissemination, without Client's prior written consent, the data that is indexed and stored by Provider.
- Failure by Client to pay payments or other amounts payable by Client under this Contract within 30 days from the date that same becomes due and payable.
- Failure by Client to perform any term, covenant or condition of this Contract, which default shall continue for a period of fifteen days after Provider furnishes Client written notice of such failure to perform.

REMEDIES UPON DEFAULT

Provider shall reimburse Client for all reasonable costs and reasonable expenses incurred in connection with the enforcement of any right or remedy under this Contract, including reasonable attorney's fees.

Client shall reimburse Provider for all reasonable costs and reasonable expenses incurred in connection with the enforcement of any right or remedy under this Contract, including reasonable attorney's fees.

Breach of Contract or default by Provider authorizes Client to terminate this Contract, purchase the services provided herein elsewhere and charge the full increase in cost, if any, to the Provider.

NOTICES

Any notice required or permitted under this contract shall be in writing and sent by certified mail, personal delivery or overnight courier to the following:

Client:
Honorable Kathy Clifton
POLK District Clerk
POLK County Courthouse
101 W. Church St.
LIVINGSTON, TX 77351

Provider:
Don Faulkenberry
ACS/Government Records Management
2800 W. Mockingbird Lane
Dallas, TX 75235

RETURN SOFTWARE TO PROVIDER

Upon the termination, regardless of cause, or expiration of this Contract, Client shall within 10 days of such termination or expiration, return all software furnished herein to Provider. Within 15 days immediately following such termination or expiration of this Contract a representative of Provider shall have the right to go onto Client's premises,

access all hardware furnished by Provider and remove from such hardware hard-drives and software furnished by Provider that has been downloaded onto such hardware.

MISCELLANEOUS

If any provision of this Contract is held to be illegal, invalid, or unenforceable, that provision shall be severed or reformed to be enforceable and the remaining provisions hereof shall remain in full force and effect.

This Contract embodies the entire contract of the parties with respect to the subject matter hereof. This Contract cannot be modified except by written contract signed by both parties hereto.

This Contract shall be construed and enforced in accordance with the laws of the State of Texas, and performable in POLK County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the purpose of this original Contract, time is of the essence.

EXECUTED in two (2) originals in POLK County, Texas on this 26th day of August, 2003.

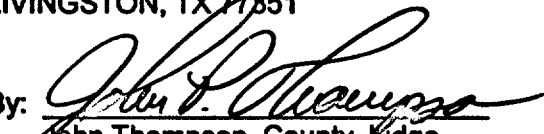
CLIENT:

POLK County
District Clerk
POLK County Courthouse
101 W. Church St.
LIVINGSTON, TX 77351

PROVIDER:

ACS/Government
Records Management
2800 W. Mockingbird Lane
Dallas, TX 75235

By:


John Thompson, County Judge
Acting on behalf of, and by the authority
Of the Commissioners Court of
POLK County, Texas

By:


R. Don Faulkenberry
Vice-President, Sales


Attested to by Kathy Clifton, POLK District Clerk

EXHIBIT "A"

PRICING

- I. Front-End imaging of District clerk's records/with conversion to 16mm film for security back up.

Price Per Month:

\$2,467.00 flat monthly fee

Includes the following:

1. New Computer hardware, software, hardware upgrades, software upgrades, training, and maintenance.
2. Digital conversion of imaged case documents to 16mm security microfilm.
3. Storage of all - POLK District Clerk's security microfilm of case judgments records in temperature/humidity-controlled vaults for safekeeping and backup.

SPECIAL NOTE:

ACS/Government Records Management is responsible for all hardware maintenance. In the event that a hardware component is damaged or not working properly, it is ACS/Government Records Management's full responsibility to replace the damaged component/equipment for the county in the most efficient and timely manner.

In the unlikely event that the hard drive of the server is damaged, ACS/Government Records Management has the capability to load down all index information and images onto another server and replace the damaged one in the most efficient and timely manner possible.

POLK COUNTY PROCESSING

The following is a step-by-step process for the operations of the POLK District Clerk's office for Case records with the new equipment.

1. When a case is filed, it is entered into the case management system. Then the case will be scanned.
2. Clerk must enter in a Volume and Page for imaging of Case Records.
3. The county has the option to scan the image immediately or wait until they receive a range of cases to scan. The county also has the ability to rescan if an image didn't scan properly onto the system. Once the county saves that image to the system it is ready to be viewed by the particular case.
4. GRM and Polk County District Clerk will arrange a schedule where the District Clerk will send a CD of images with the judgments on that CD to our plant in Dallas.
5. GRM will convert those images to 16MM microfilm to be store in our vault for safekeeping.



GOVERNMENT RECORDS SERVICES
2800 West Mockingbird Lane
Dallas, Texas
75235

EXHIBIT B

July 19, 2003

The Honorable Kathy Clifton
Polk County District Clerk
Polk County Courthouse
101 W. Church St.
Livingston, TX 77351

Dear Kathy:

Thank you for giving GRS the opportunity to meet the needs of your office. We would like to provide these new services to your satisfaction. Please let us know when you have been approved for these new changes so we can get started immediately. I will personally be involved in the operations of getting your office enhanced for maximum efficiency. If you have any questions or concerns, please call me at 1-800-782-5652 or 936-271-0671.

We respect and value you as a customer and we appreciate your business.

I hope to hear from you soon, and I look forward to working with you.

Thank you for your interests in GRS.

Thank you,

A handwritten signature in cursive script that reads 'Billy Gerwick'.

Billy Gerwick
Sales Representative
GRS