



POLK COUNTY COMMISSIONERS COURT

April 12, 2005
10:00 A.M.

Polk County Courthouse, 3rd floor
Livingston, Texas

2005-035

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.
 - Invocation
 - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
 - Receive update on Lower Trinity Groundwater Conservation District.
 - Recognition of County Judge's official appointment of Emergency Management Coordinator.

OLD BUSINESS

4. *Delate* CONSIDER APPROVAL OF ORDER PROHIBITING THE DISCHARGE OF FIREARMS ON LOTS OF TEN (10) ACRES OR LESS IN SUBDIVISIONS LOCATED IN THE UNINCORPORATED AREAS OF THE COUNTY AND PROVIDING A PENALTY.
5. *Delate* CONSIDER APPROVAL OF ORDER PROHIBITING HUNTING WITH BOWS AND ARROWS ON LOTS OF TEN (10) ACRES OR LESS IN SUBDIVISIONS LOCATED IN THE UNINCORPORATED AREAS OF THE COUNTY AND PROVIDING A PENALTY.
6. *Amend* DISCUSS AND CONSIDER APPROVAL OF STANDARDIZED VARIANCE TO COUNTY SUBDIVISION PLATTING REQUIREMENTS AND THE APPOINTMENT OF A VARIANCE REVIEW COMMITTEE.

NEW BUSINESS

7. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 22, 2005.
8. CONSIDER ANY/ALL ACTION RELATED TO PRECINCT 3, REQUEST FOR EMERGENCY BRIDGE REPAIR/REPLACEMENT (PUNK ROAD CULVERT), INCLUDING REQUEST FOR COSTS INCURRED. TO BE INCLUDED ON FUTURE REIMBURSEMENT RESOLUTION AS PER TO COUNTY BRIDGE/CULVERT REPLACEMENT POLICY.
9. RECEIVE IAH PUBLIC FACILITY CORPORATION RECOMMENDATION AND TAKE ANY/ALL NECESSARY ACTION REGARDING THE AWARD OF DETENTION FACILITY INMATE TELEPHONE CONTRACT.
10. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
 - (PCT. 1) LOT 5, BLOCK 6, LAKESHORE ESTATES #2, CAUSE #T03-141, ACCT. NO. L0600008700.
 - (PCT. 2) LOTS 117, 118 & 119, SECTION 2, WIGGINS VILLAGE #1, CAUSE #94-246, ACCT. NO. W1200024100; LOTS 13, 14 & 15, BLOCK 7, LAKE LIVINGSTON ESTATES #4, CAUSE #98-035, ACCT. NO. L0200067305.
11. CONSIDER DISTRICT CLERK'S REQUEST TO APPROVE COOPERATIVE AGREEMENT WITH THE OFFICE OF THE ATTORNEY GENERAL REGARDING LOCAL DISBURSEMENT OF CHILD SUPPORT PAYMENTS FOR PERIOD JANUARY 1, 2005 THROUGH AUGUST 31, 2005.
12. CONSIDER APPROVAL OF RENEWAL OF CONTRACT FOR DELINQUENT TAX COLLECTION. *Gene*
13. CONSIDER APPROVAL OF UPDATE TO THE POLK COUNTY MASTER STREET ADDRESS GUIDE (MSAG) TO INCLUDE APPROVAL OF COMMISSIONER PRECINCT 2 REQUEST TO ACCEPT CUMMINGS RD (.1386 MI.) AS A COUNTY ROAD.

14. CONSIDER APPROVAL OF INTERLOCAL COOPERATION CONTRACT FOR JUSTICE OF THE PEACE, PRECINCT 1 GRANT ALLOCATING FOR TRAFFIC CONVICTION REPORTING.
15. RECEIVE ANNUAL RACIAL PROFILING REPORT FROM THE POLK COUNTY SHERIFF'S DEPARTMENT
16. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) NEW DUMP TRUCK AND PUP TRAILER WITH OR WITHOUT A ONE YEAR BUY-BACK AGREEMENT, PRECINCT 4.
17. CONSIDER APPROVAL TO ADVERTISE FOR THE SALE ONE (1) USED MOTORGRADER, PRECINCT 3 APPROVAL OF ORDER DECLARING SAID EQUIPMENT AS SURPLUS PROPERTY.
18. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF FIRE MARSHAL'S APPLICATION FOR A COMMERCIAL EQUIPMENT DIRECT ASSISTANCE PROGRAM (CEDAP) GRANT THROUGH THE U.S. DEPARTMENT OF HOMELAND SECURITY.
19. RECEIVE MANAGEMENT REPORT OF INDEPENDENT AUDIT.
20. DISCUSSION OF COMPONENT UNIT CRITERIA UNDER REQUIRED GASB REPORTING AND CONSIDER ANY/ALL NECESSARY ACTION REGARDING THE BOARD OF DIRECTOR'S MEMBERS ON THE IAH PUBLIC FACILITY CORPORATION RELATING TO SAID CRITERIA.
21. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
22. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
23. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
24. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

Posted: April 6, 2005

By: John P. Thompson, County Jt



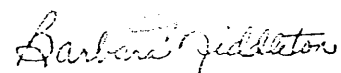
I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public times on Wednesday, April 6, 2005 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time Meeting.

BARBARA MIDDLETON, COUNTY CLERK
BY:

Sarah Chance (Deputy)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS.
POLK COUNTY, TEXAS

2005 APR -6 AM 9:45



BARBARA MIDDLETON
COUNTY CLERK, POLK CO



April 12, 2005
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2005-035

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 12, 2005 at 10:00 A.M.

AMEND TO READ;

- 6. DISCUSS AND CONSIDER APPROVAL OF ORDER AMENDING COUNTY SUBDIVISION REGULATIONS TO ESTABLISH STANDARDIZED EXEMPTIONS TO PLATTING REQUIREMENTS AND THE PROCEDURE AND CRITERIA FOR VARIANCE FROM REGULATIONS, INCLUDING BUT NOT LIMITED TO THE CREATION AND APPOINTMENT OF A VARIANCE REVIEW COMMITTEE.
- 16. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) NEW DUMP TRUCK WITH OR WITHOUT A ONE YEAR BUY-BACK AGREEMENT, PRECINCT 4.

AMEND TO ADD;

- 25. CONSIDER APPROVAL TO SCHEDULE COUNTY SURPLUS AUCTION.

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Dated: Friday, April 8, 2005

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, April 8, 2005 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 Schelana Walker, Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY, TEXAS

2005 APR -8 PM 4:02

BARBARA MIDDLETON
COUNTY CLERK, POLK CO

STATE OF TEXAS }
COUNTY OF POLK }

DATE: **APRIL 12 , 2005**
"REGULAR" MEETING
All Members - Present

COMMISSIONERS COURT
AGENDA POSTING # 2005-035

BE IT REMEMBERED ON THIS THE 12th DAY OF APRIL, 2005 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 - COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS-COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK & B.L. "BOB" 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 10:00 A.M. INVOCATION BY ELDRIDGE STRIEDEL. PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. Don Staples had a question concerning Item #4. Judge Thompson informed him that item will be deleted for more study.
 - B. Rev. Don Willis was recognized by the Judge. He was scheduled to open today's meeting and arrived a little late. Judge thanked him for coming.
3. INFORMATIONAL REPORTS:
 - A.. Buffalo Allwright gave a report on the Lower Trinity Groundwater Conservation District. He said the Legislature has approved legislation on 4/11/05 and is expected that Governor Perry will sign into law.
 - B. Judge Thompson gave clarification on the official appointment of Kenneth Hambrick as Emergency Management Coordinator, the Resolution was passed in Commissioners Court in March of 2004.
 - C. Steve Hullihen, Data Processing Manager gave an update on the Internet access of the county. Resnet has been down since September 2004, because of the fiber optic line being broken in Woodville. He said the county will be purchasing their own Server & DP Solutions will incorporate that into our network. Funding for this project \$7,429.00, was approved on October 19, 2004.
 - D. Judge Thompson gave an update regarding TxDot and upcoming projects for 2005 & 2006.
 - E. Robert Belt of Sanderson, Knox & Belt (Independent auditors) gave a clean report on the county's annual financial audit for FY2004. He said this is the second year since the county adopted accounting rules of GASB 34. He advised for future reporting, that Polk County and IAH Public Facilities Corporation should be reported as separate entities.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO DELETE ITEM #4 "CONSIDER ORDER PROHIBITING THE DISCHARGE OF FIREARMS ON LOTS OF TEN (10) ACRES OR LESS IN SUBDIVISIONS LOCATED IN THE UNINCORPORATED AREAS OF THE COUNTY AND PROVIDING A PENALTY." ALL VOTING YES.

5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO DELETE ITEM #5 "CONSIDER ORDER PROHIBITING HUNTING WITH BOWS AND ARROWS ON LOTS OF TEN (10) ACRES OR LESS IN SUBDIVISIONS LOCATED IN THE UN-INCORPORATED AREAS OF THE COUNTY AND PROVIDING A PENALTY."
ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE "ORDER" AMENDING COUNTY SUBDIVISION REGULATIONS TO ESTABLISH STANDARDIZED EXEMPTIONS TO PLATTING REQUIREMENTS AND THE PROCEDURE AND CRITERIA FOR VARIANCE FROM REGULATIONS, INCLUDING BUT NOT LIMITED TO THE CREATION AND APPOINTMENT OF A VARIANCE REVIEW COMMITTEE.
ALL VOTING YES. (SEE ATTACHED)
 - A. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, APPROVAL OF THE APPOINTMENTS OF A VARIANCE REVIEW COMMITTEE:
BOB STEGER, APPOINTED BY COMMISSIONER WILLIS Pct #1
RICHARD GERARD, APPOINTED BY COMMISSIONER SMITH Pct #2
JOHN MARTIN, APPOINTED BY COMMISSIONER PURVIS Pct #3
JOE ROEDER, APPOINTED BY COMMISSIONER OVERSTREET Pct #4
JAMES ROSSER, APPOINTED BY JUDGE THOMPSON.
ALL VOTING YES.
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RECEIVE A MANAGEMENT REPORT FROM SANDERSON, KNOX, & BELT, LLP ON INDEPENDENT AUDIT.
ALL VOTING YES.
20. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO DISCUSS THE REQUIRED GASB (AUDIT) REPORTING REGARDING THE (POLK COUNTY) IAH PUBLIC FACILITY CORPORATION AND ACCEPT THE RESIGNATION OF BOB WILLIS AS BOARD MEMBER LOWERING THE MEMBERS WHO ALSO REPRESENT THE COMMISSIONER COURT TO TWO.
ALL VOTING YES.
12. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE RENEWAL OF ONE YEAR CONTRACT, INCLUDING FIVE YEAR OPTION, FOR DELINQUENT TAX COLLECTION BY LAW FIRM OF LINEBARGER, GOGGAN, BLAIR & SAMPSON LLP.
ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE MINUTES FOR REGULAR MEETING OF MARCH 22, 2004.
ALL VOTING YES.
8. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "BUDDY" PURVIS, TO APPROVE PCT #3 REQUEST FOR EMERGENCY BRIDGE REPAIR/REPLACEMENT (PUNK ROAD CULVERT) TO BE INCLUDED ON FUTURE REIMBURSEMENT RESOLUTION AS PER TO COUNTY BRIDGE/CULVERT REPLACEMENT POLICY.
9. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS, TO RECEIVE THE IAH PUBLIC FACILITY CORPORATION RECOMMENDATION FROM BOB DOCKENS TO AWARD THE INMATE TELEPHONE CONTRACT FOR IAH DETENTION FACILITY TO INFINITY CORPORATION, UNDER THE REVIEW OF HERB BRISTOW.
ALL VOTING YES. (SEE ATTACHED)

10. TAX FORECLOSURE PROPERTIES:
 - A. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, PCT #1, LOT 5, BLOCK 6, LAKESHORE ESTATES #2, CAUSE #T03-141, ACCT. NO. L0600008700.
ALL VOTING YES.
 - B. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, PCT #2, LOT 117, 118 & 119, SECTION 2, WIGGINS VILLAGE #1, CAUSE #94-246, ACCT. NO. W1200024100; LOTS 13, 14 & 15, BLOCK 7, LAKE LIVINGSTON ESTATES #4, CAUSE #98-035, ACCT. NO. L0200067305.
ALL VOTING YES.

11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE COOPERATIVE AGREEMENT WITH THE OFFICE OF THE ATTORNEY GENERAL REGARDING LOCAL DISBURSEMENT OF CHILD SUPPORT PAYMENTS BY THE DISTRICT CLERK FOR PERIOD JANUARY 1, 2005 THROUGH AUGUST 31, 2005.
ALL VOTING YES. (SEE ATTACHED)

13. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE AND ACCEPT CUMMINGS ROAD (.1386 MI.) IN PCT #2 AS A COUNTY ROAD AND UPDATE THE POLK COUNTY MASTER STREET ADDRESS GUIDE (MSAG) TO REFLECT THIS ADDITION AND OTHER CHANGES.
ALL VOTING YES. (SEE ATTACHED)

14. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE THE INTERLOCAL COOPERATION CONTRACT FOR JUSTICE OF THE PEACE, PRECINCT 1 GRANT ALLOCATING FOR TRAFFIC CONVICTION REPORTING.
ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO RECEIVE THE ANNUAL RACIAL PROFILING REPORT FROM THE POLK COUNTY SHERIFF'S DEPARTMENT.
ALL VOTING YES. (SEE ATTACHED)

16. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) NEW DUMP TRUCK WITH OR WITHOUT A ONE YEAR BUY-BACK AGREEMENT FOR PRECINCT 4.
ALL VOTING YES.

17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADVERTISE FOR THE SALE OF ONE (1) USED MOTORGRADER, PRECINCT 3 AND APPROVE ORDER DECLARING SAID EQUIPMENT AS SURPLUS PROPERTY.
ALL VOTING YES. (SEE ATTACHED)

18. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE RESOLUTION IN SUPPORT OF FIRE MARSHAL'S APPLICATION FOR A COMMERCIAL EQUIPMENT DIRECT ASSISTANCE PROGRAM (CEDAP) GRANT THROUGH THE U.S. DEPARTMENT OF HOMELAND SECURITY PROVIDING TWO (2) THERMAL IMAGING CAMERAS FOR THE ONALASKA & SCENIC LOOP VOLUNTEER FIRE DEPARTMENTS.
ALL VOTING YES. (SEE ATTACHED)

21. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE BUDGET REVISION #2005-12.
ALL VOTING YES. (SEE ATTACHED)

ALL VOTING YES. (SEE ATTACHED)

22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE BUDGET AMENDMENT #2005-12A.

ALL VOTING YES. (SEE ATTACHED)

23. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE.

ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
3/18/05	\$5,135.18	192059-192073
3/22/05	\$156.00	092514-092535
3/22/05	\$57,647.62	192074-192082
3/22/05	\$701.56	192083
3/23/05	\$3,430.64	ACH 532
3/23/05	\$64,248.00	ACH 533
3/23/05	\$206,485.42	ACH 534
3/23/05	\$62.81	ACH 535
3/23/05	\$2,967.08	ACH 536
3/23/05	\$4,352.13	192084-192103
3/23/05	\$87,501.58	192104-192114
3/24/05	\$14,296.93	192115-192116
3/28/05	\$23,895.32	192117
3/29/05	\$970.00	092536-092567
3/29/05	\$24,180.69	192118-192138
3/30/05	\$119,770.81	192139 (Group Insurance)
3/30/05	\$4,803.47	192140-192142
3/30/05	\$38,592.68	192143-192146
4/1/05	\$53,653.00	192147-192154
4/4/05	\$77,434.03	ACH 537
4/4/05	\$233.91	192155
4/5/05	\$259,450.33	192156-192346
4/5/05	\$14,155.50	192347-192365
4/12/05	\$4,365.82	(Addendum to appear on future schedule of bills)
TOTAL	\$1,068,490.51	

24. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)
25. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE JOINING WITH THE CITY OF LIVINGSTON FOR A SURPLUS PROPERTY AUCTION ON JUNE 11, 2005, WITH CLARKE EVANS AUCTIONEERING FOR DICK HUBERT.
ALL VOTING YES.
26. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS TO ADJOURN COURT THE 12TH DAY OF APRIL 2005 AT 11:16 A.M.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2005\APR12.2005.wpd

Item #6

COUNTY OF POLK

STATE OF TEXAS



ORDER

AMENDING THE SUBDIVISION REGULATIONS FOR POLK COUNTY, TEXAS

Pursuant to Chapter 232, Local Government Code, the Polk County Subdivision Regulations are hereby amended effective April 12, 2005, to add the following;

EXCEPTIONS TO PLAT REQUIREMENT

The Polk County Commissioners Court recognizes the following exceptions, as outlined in Section 232.0015, Local Government Code;

§ 232.0015. EXCEPTIONS TO PLAT REQUIREMENT.

(a) To determine whether specific divisions of land are required to be platted, a county may define and classify the divisions. A county need not require platting for every division of land otherwise within the scope of this subchapter.

(b) Except as provided by Section 232.0013, this subchapter does not apply to a subdivision of land to which Subchapter B applies.

(c) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

(1) the owner does not lay out a part of the tract described by Section 232.001(a)(3); and

(2) the land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution.

(d) If a tract described by Subsection (c) ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use, the platting requirements of this subchapter apply.

(e) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not

lay out a part of the tract described by Section 232.001(a)(3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply.

(f) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

(1) all of the lots of the subdivision are more than 10 acres in area;
and

(2) the owner does not lay out a part of the tract described by Section 232.001(a)(3).

(g) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts and does not lay out a part of the tract described by Section 232.001(a)(3) to have a plat of the subdivision prepared if all the lots are sold to veterans through the Veterans' Land Board program.

(h) The provisions of this subchapter shall not apply to a subdivision of any tract of land belonging to the state or any state agency, board, or commission or owned by the permanent school fund or any other dedicated funds of the state unless the subdivision lays out a part of the tract described by Section 232.001(a)(3).

(i) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

(1) the owner of the land is a political subdivision of the state;

(2) the land is situated in a floodplain; and

(3) the lots are sold to adjoining landowners.

(j) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:

(1) the owner does not lay out a part of the tract described by Section 232.001(a)(3); and

(2) one new part is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of this chapter.

(k) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts to have a plat of the subdivision prepared if:

(1) the owner does not lay out a part of the tract described by Section 232.001(a)(3); and

(2) all parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.

Added by Acts 1989, 71st Leg., ch. 624, § 3.04, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 979, § 3, eff. June 16, 1995; Acts 1999, 76th Leg., ch. 129, § 2, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 523, § 8, eff. June 20, 2003.

FURTHER, in addition to the exceptions set out in Sec. 232.0015, Local Government Code, which are hereby adopted, the Commissioners Court of Polk County, Texas, hereby also excepts from the platting requirements of Chapter 232, the following:

(l) The conveyance of a single tract, provided that no other conveyances from parent tract have been made in the past twelve months, unless the conveyance constitutes the residual of the parent tract.

FURTHER, in addition to the foregoing, the Commissioners Court of Polk County, Texas, hereby also adopts the following:

CRITERIA FOR VARIANCE

The Commissioners Court shall have the authority to grant variances from these Regulations, and from the Road and Drainage Specifications, when the public interest or the requirements of justice demands relaxation of the strict requirements of the Regulations. Factors to be considered by the Court in evaluating a request for variance shall include:

(a) The actual situation of the property in question in relation to the neighboring or similar properties, such that no special privilege not enjoyed by other similarly situated properties may be granted;

(b) Whether strict enforcement of the Regulations would deny the Applicant the privileges or safety of similarly situated property with similarly timed development;

(c) That the grant of the variance will not be detrimental to the public health, safety and welfare, or injurious to other property, or will not prevent the orderly Subdivision of the land in the area in accordance with these Regulations;

(d) Whether there are special circumstances of condition affecting the land or proposed development involved such that strict application of the provisions of these Regulations would deprive the applicant the reasonable use of this land and that failure to approve the variance would result in undue hardship to the applicant. Financial hardship, standing alone, shall not be deemed to constitute undue hardship; and

(e) For any other reason in which good cause is shown.

Application Materials;

Any person who wishes to receive a variance should apply in writing to the Variance Committee with a list of, and a written justification for, each variance requested. Such request shall be submitted to the Variance Committee through the Office of the County Judge of Polk County, Texas.

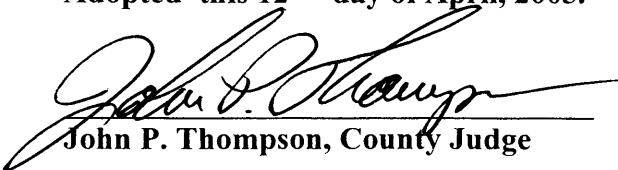
Variance Committee;

The Commissioners Court will appoint a five [5] member committee who will serve at the pleasure of the Commissioners Court to review all requests for variance. Prior to approval of all requests, the Variance Committee shall submit the requests to the County's independent legal counsel for examination to determine that the approval of such request is consistent with the provisions of Chapter 232, Local Government Code, and the Polk County Subdivision Rules and Regulations. The approval by the Variance Committee shall be deemed approval by the Commissioners Court. Requests that have been denied by the Variance Committee may be appealed to the Commissioners Court of Polk County, Texas.

Discretion to Grant Variances;

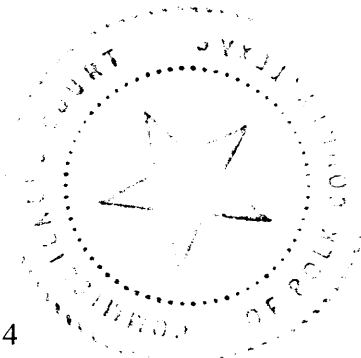
The decision of the Court whether to grant or deny a variance is at its complete discretion, and will be final.

Adopted this 12th day of April, 2005.


John P. Thompson, County Judge

Attest:

Polk County Clerk



Item #12

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and POLK COUNTY (hereinafter referred to as the "Client").

Article 1 – Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided. The Client, in making this contract, is acting on behalf of itself and all other participating taxing units whose taxes are collected by the Client's tax collector and who have delegated to the Client the authority to act herein on their behalf.

Article 2 – Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes subject to this agreement and that are owed to the Client and to all the other participating taxing units, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) On July 1 of the year in which the taxes become delinquent.

Article 3 - Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, the following amounts:

- (a) Fifteen percent (15%) of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the Client and to the other participating taxing units, that are collected and paid to the collector of taxes during the term of this contract, as and when collected.
- (b) Twenty percent (20%) of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the Client that are collected and paid to the collector of taxes during the term of this contract, as and when collected.
- (c) Twenty percent (20%) of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth above and owing to the other participating taxing units that are collected and paid to the collector of taxes during the term of this contract, as and when collected; conditioned, however, upon passage and adoption of a twenty (20%) percent additional penalty by the governing bodies of the other participating taxing units as provided by Sections 33.07 and 33.08, Texas Tax Code. Upon the failure or refusal of any of said taxing units to impose the 20% penalty for 2004 and subsequent years, Second Party's compensation as to that taxing unit so failing or refusing to act shall be limited to fifteen (15%) percent of all taxes, penalty and interest collected until such time as that taxing unit may act otherwise.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 - Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in

conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 - Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been

advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 - Term and Termination

6.01 This Agreement shall be effective on the 1st day of May, 2005 (the "Effective Date") and shall expire on the 30th day of April, 2010 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

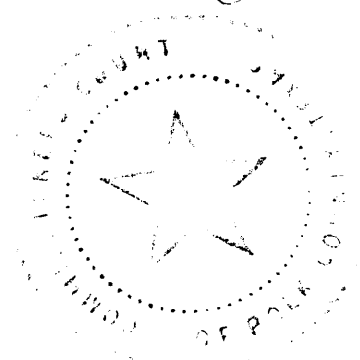
POLK COUNTY

LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP

By: *[Signature]*
Title: Polk County Judge
Date: April 12, 2005

By: *[Signature]*
Partner
Date: 4/12/05

ATTEST.
[Signature]



RESOLUTION

A RESOLUTION IMPOSING ADDITIONAL PENALTY FOR 2004 AND SUBSEQUENT YEARS DELINQUENT TAXES AND AUTHORIZING A CONTRACT WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

WHEREAS, the Texas Property Tax Code Section 6.30 authorizes **POLK COUNTY** to contract with a competent private attorney to enforce the collection of all delinquent taxes, penalty and interest;

WHEREAS, the Texas Property Tax Code Sections 33.07 and 33.08, as amended by the Seventy Seventh Legislature by Act of May 17, 2001; authorize the governing body of **POLK COUNTY** to impose a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private attorney; and

WHEREAS, the source of the funds for the private attorney's compensation is the additional penalty paid by the delinquent taxpayer, rather than the public treasury;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the **COMMISSIONERS COURT** of **POLK COUNTY** that the attached Contract between the **POLK COUNTY** and the law firm of Linebarger Goggan Blair & Sampson, LLP and execution of the contract are hereby **APPROVED** and **AUTHORIZED** on this day.

IT IS FURTHER RESOLVED AND ORDERED that taxes for the year **2004** and taxes for all subsequent years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended.

IT IS FURTHER RESOLVED AND ORDERED that the taxes for the year **2004** and taxes for all subsequent years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

This resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

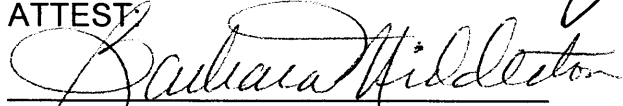
PASSED AND APPROVED this 12th day of April, 2005 .

POLK COUNTY

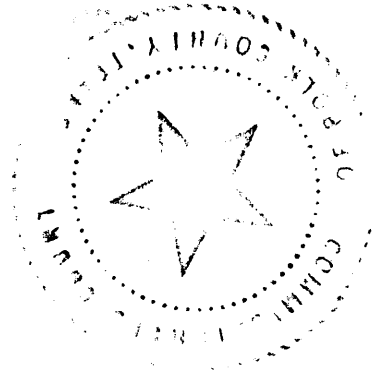
By: 

John P. Thompson, County Judge

ATTEST



County Clerk, Polk County



Item #9

Transmittal Letter

Infinity Networks, Inc. is pleased to present the attached proposal to Polk County. We have assembled together a team of experts to provide the County with the best possible solution for your specific needs.

Infinity Networks, Inc. experienced staff has been serving the corrections market since 1992. Our corporate offices and Headquarters are in Austin, TX. Our Telecommunications and Revenue Management Teams provide services in 11 states to facilities ranging from 10-bed capacity to 2500 bed capacity. The Infinity management team consists of pioneers in the inmate telecommunications industry. We believe that the provided information within this proposal will demonstrate that we have the qualifications, professional staff, and experience to undertake this project.

Technology

Our proprietary in-house software for call management has proven to be very instrumental to our success. Our ability to share data in a centralized database has become a key measure in our success and ability to set standards and keep that much needed cutting-edge over other industry providers. All of the key systems used to deliver service excellence are installed in "hardened" telephone office installations with battery back up and 24/7 maintenance and supervision.

Our proposal addresses all of the typical requirements and needs that are required for this type of request. Infinity Networks will provide the following:

- Complete Turnkey Installation
- Specified inmate telephones
- Station Cabling, Wiring and other Necessary Materials
- On -Site Processor
- Local and Domestic L.D. collect calls
- Billing and Collection Services
- On-Time Monthly Commission Payments
- System training for selected personnel
- Pre-Paid Options

Infinity will install "State of the Art Equipment" and the highest standard of inmate telephone instruments. Infinity has assembled a team that will provide a full-service total solution that will meet or exceed, industry standards.

Infinity is a full service provider and excels in providing end-to-end services to the inmate and his/her family; from the time the inmate picks up the handset and until the charges are billed and collected.

Infinity Networks validates all calls dialed by the inmate through it's own proprietary validation database. This value added service is one of the primary reasons that we have maintained a higher collection ratio than our counter parts. This database is linked to our customer care center and

identifies in real-time, telephone numbers and gives us a current disposition on each one in question.

Our response is based on our industry understanding and knowledge of hundreds of similar projects and installations, along with our first-hand knowledge of the correctional environment.

Real-Time Validation and Revenue Management

Infinity has developed sophisticated management tools to insure accurate and timely billing. These in-house programs provide a safety net for end-users and the facility.

Feature Highlights include:

- High Toll Monitoring
- Real-Time Validation
- Credit Watch
- Excessive Usage Automated Blocking
- VIP Program

The Point of Contact for company commitment and qualifying content of this proposal will be Mr. Maurice "Mo" Mascorro. Contact number is 1-866-681-2948.

Sincerely,

Maurice Mascorro
V.P.Sales

System Overview

Equipment

The system performs call processing normally associated with intelligent inmate phone systems, such as number blocking, call duration limits, time of day access, PIN number access, quiet detect, call routing, call detail records, and automated operator functions.

The system provides integrated line concentration technology; it is capable of operating up to eight non-coin phones with four or fewer central office lines. Multiple controllers can be installed to meet the specific phone and line needs for future growth.

As an additional option, the system provides integrated recording capabilities. These recording capabilities can be utilized with multiple PC's when the system is networked with the on-site administration workstation with the optional software module.

Each system is controlled remotely via Windows® based Management Software located on a computer at the inmate phone service provider's office. This software is a user-friendly interface used to communicate with each system at each site. The Management Software includes the following functions:

- Create, edit, add and delete files or specific options
- Poll sites
- Retrieve and send information to sites
- Obtain the detailed call records on every call dialed from the controller (SMDR)
- Set up the fraud control system

System functions programmed remotely:

- Call Rates
- Call Routing
- Automated Operator Settings
- Rate Quotes
- Call Validation Settings
- Central Office Line Settings
- Station Settings
- Automatic and Manual Polling Functions
- Call Detail Record Retrieval, Billing, Reports
- Automatic Multiple On/Off Times For Each Day Of The Week
- Retrieving System Alarms

- Number Blocking
- Tag Line Options
- Quiet Detect Options

Reports

- Customized Call Detail Record
- Unlimited Capabilities with on-site equipment
- Standard “blocked number” Report
- Block/Unblock Numbers
- Most Frequently called numbers
- Free Calls, if required

Telephone Specifications:

The Inmate telephones are manufactured as a durable, tamper-free metal housing with a brushed metal finish (no paint) with a single tamperproof security screw. Also has a reinforced phone cord and durable keypad. The Individual wall plugs for the Roll-Around will be installed with a durable three- prong twist lock telephone jack. See Telephone Brochure provided

Power Requirements

The system requires 120 volts AC, 30 watts (standard wall socket). Since each system is installed in a facility’s telephone equipment room, no electricity is required to run to the cellblocks. Each telephone is line powered.

On/Off Capabilities

The system offers a daily automatic multiple on/off schedules. Phones can be automatically turned on/off multiple times (ie: 15 minute increments) during each day. A separate schedule can be set for each day. In addition, the on-site management software provides the ability to manually turn on/off each phone or all phones. Manual toggle cut-off switches are provided. See Brochure provided.

Number Blocking

A phone number can be blocked using the on-site/ or remote management software by simply entering the phone number and clicking the “blocked option”. The system can also block entire area codes or exchanges, block service numbers (800, 411, 911, etc.). There is virtually no limit to the number of numbers that may be blocked through the interface.

Equipment Space requirements

The on-site management software is installed on a standard Dell computer and can be placed anywhere in the facility. Power requirements are a standard 110 electrical outlet provided at the facility.

System Training

Training for the on-site software will consist of a hands-on training session with required time. On-Going training will be available and is usually customized to suit the facilities exact requirements.

Step by Step Calling Process

The system provides extensive voice prompts and instructions that notify the caller of call disposition. Set-Up time meets are exceeds industry standards.

Calling Party Prompts for Inmate:

- **Station-to-Station:** “You have a collect call from [inmate’s name] from the [XYZ County Detention Center] using (Infinity Networks)
- “To **accept** the call dial zero **(0)**”
- “To **refuse** the call dial five **(5)** and/or hang up now”
- “For a **rate quote, dial** seven **(7)**.”
- “If you wish to **permanently block** calls to this number, dial *3.

Additional Features-

When the standard “**Block Voice Until Acceptance**” feature is enabled, it prevents the inmate from communicating to the called party until the call is positively accepted.

Random Tag Line-

This is an optional message that can be played randomly throughout the conversation that will identify the call originating from a correctional facility.

Software Updates

New features can be downloaded remotely and new features for the on-site management software can be installed via a CD-ROM software disc both are provided to the facility at **no cost**.

Additional Calling Feature

We have developed a simple no-hassle and effective calling alternative for each of our customers. Pre-Paid calling cards and our Keeping Connected family plan is additional options that allow inmates to reach destinations, not before possible.

Commission and Rates

Commission	Gross Billed Revenue
Year 1-5	54.94 % of Gross Billed Revenue

Additional Bonus:

- Infinity will provide \$50,000 dollars cash signing bonus upon contract award.
- Infinity will provide \$25,000 dollars cash upon completed installation
- Infinity will provide \$50,000 dollars of pre-paid calling cards at no cost.

Collect Call Rates:

CALL TYPE	COLLECT		
	<u>Surcharge</u>	<u>First Minute</u>	<u>Additional Minute</u>
Local	\$4.10	\$0.00	\$0.00
Intralata/Intrastate	\$3.25	\$0.40	\$0.40
Interlata/Intrastate	\$3.25	\$0.40	\$0.40
Interlata/Interstate	\$3.95	\$0.79	\$0.79

The above-posted approved Texas rates will not be Increased or Decreased without the mutual consent and written approval of both parties during the term of the agreement.
Note: Infinity Networks standard rate policy is to charge the same or less than the “predominant local and long distance carrier” even though regulatory rules would allow us to charge more.

Pre-Paid Cards

After the initial \$ 50,000 dollars of prepaid cards are exhausted, the county discount rate will be @ 50% of the face value of the card.

Pre-Paid Overview

Infinity Networks is proud to present our enhanced Prepaid Calling Platform. The system allows for the option to generate additional revenue from inmates that need to place calls internationally or to an individual that has an unbillable phone company. This plan will be made available to all of our customers, which will enhance the calling process.

FEATURES/BENEFITS:

- A new revenue stream
- No refunds necessary upon release
- More completed calls
- Easy set-up via 800#
- Inmate can make attorney calls, place of work, etc.
- Inmate will not have to depend solely on family/friends to accept collect calls
- Administrative collect call features enforced.
- Account Balance update given on each call
- Call detail reports on all calls
- Eliminates having to move inmates to make court mandated calls

Calling Cards

- All cards have a typical face value of \$10.00 other denomination on request
- Local calls can be charged at a flat rate and traditional long distance calls will be charged per minute
- Program will reduce tension which results in less grievances to staff
- Instructions are printed on back of card
- Cards are made with paper card stock
- Cards are not rechargeable
- Cards are sold to county at a bulk discount

Keeping Connected

An additional program that we are extremely excited to present is the ability to offer prepaid to family and friends of inmates who are receiving collect calls or wanting to receive calls from our correctional facilities.

- Family members will be able to setup a direct account
- Family will be able to budget the cost of calls
- Program will reduce tension which results in less grievances to staff
- Program requires no intervention of facilities staff.
- Program requires all concerns question be directed to our support team
- PIN is only good for a single destination number, so the purchaser gets the full value of the time allowed on the card.
- Commissions are paid at same % as collect calls
- No limit on dollar amount and PIN is rechargeable

Item # 11

FILE COPY

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

CONTRACT NO. 05-C0078

1 INTRODUCTION & PURPOSE

- 1.1 This document encompasses local disbursement of non-IV-D child support remitted to the Texas Child Support State Disbursement Unit (SDU) (“Local Disbursement”), local handling of inquiries on (including any necessary research) and receiving information about non-IV-D child support cases where child support payments are remitted to the SDU (“Local Customer Service”), and furnishing non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries (“State Case Registry”). A County may contract to provide State Case Registry services only. However a County contracting to provide Local Disbursement must also contract to provide Local Customer Service and State Case Registry, and a County contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2 Polk (“County”) is contracting with the Office of the Attorney General (“OAG”) to handle inquiries on (including any necessary research) and receive information about non-IV-D child support cases where child support payments are remitted to the Texas Child Support State Disbursement Unit and furnish non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries.
- 1.3 This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4 The term “OAG Systems” when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES) and the Texas Child Support State Disbursement Unit System (commonly referred to as STRADUS) including all of their subsystems, functions, processes, and security requirements.
- 1.5 Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG portal at <http://portal.oag.state.tx.us>.

2 CONTRACT PERIOD

This Contract shall commence on January 1, 2005 , and shall terminate on August 31,2005, unless terminated earlier by provisions of this Contract.

3 LOCAL DISBURSEMENT**3.1 County Responsibilities****3.1.1 Accessing STRADUS and TXCSES**

- 3.1.1.1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. The STRADUS web server is currently the designated OAG database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own county network and for the cost associated therewith.
- 3.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local disbursement activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
- 3.1.1.3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this the County must demonstrate sufficient resources and ability to:
 - 3.1.1.3.1 receive and process into the County legacy system daily data updates from the OAG in ICD050 format. and
 - 3.1.1.3.2 generate and transmit daily from the County legacy system to the OAG data updates from the County legacy system in ICD021 format.

- 3.1.1.4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 3.1.1.5 Should the County not desire to retain their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System.
- 3.1.1.6 The ICD021 and ICD050 computer file specifications and format will be made available to the County on the OAG portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing.
- 3.1.1.7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 3.1.1.8 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.1.2 Loss of Funds and Unfunded Disbursements

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

- 3.1.2.1 that cannot be linked to a payment received.
- 3.1.2.2 where the payment that the disbursement is linked to was not intended for the entity to whom the disbursement was made.
- 3.1.2.3 where the amount of money disbursed, in one disbursement (overpayment) or multiple disbursements (duplicate payments), was greater than the amount of the payment on which it was based.

3.1.3 Not-Disbursed, Returned and/or Uncashed Disbursements

County is responsible for complying with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts. County must also provide OAG with all information from the TCPA "Unclaimed Property Reporting Instructions" necessary for OAG to fulfill its responsibilities to the federal Office of Child Support Enforcement in the completion of OCSE Form 34 relating to not-disbursed, returned and/or uncashed disbursements. The "Unclaimed Property Reporting Instructions" can be found at <http://www.window.state.tx.us/up/forms/96-478.pdf>.

3.1.4 Daily Recording

- 3.1.4.1 County shall follow OAG procedures for reporting and transmitting case and payment information and payment status on all relevant non-IV-D disbursements.
- 3.1.4.2 County shall record on its automated system all data required to support the local disbursement activities contemplated by this Contract.
- 3.1.4.3 County shall develop and establish its own format for recording on the County's automated system.
- 3.1.4.4 County shall record and disburse all identifiable and deliverable non-IV-D child support payments on the first County work day that the SDU local disbursement file is available to the County; provided that the file was available by 10:00 a.m. that day. If the local disbursement file was not available by 10:00 a.m., the County shall record and disburse the payments no later than the next County work day.

- 3.1.4.5 County shall not allow any person who, as a part of his or her employment, receives, disburses, handles, or has access to funds collected pursuant to this contract, to participate in accounting or operating functions that would permit him or her to conceal in the accounting records the misuse of said funds. Upon request, County shall provide a copy of County's organizational structure to confirm appropriate separation of duties.
- 3.1.4.6 County shall track all of the payments received in the SDU local disbursement file. County shall attempt to obtain new addresses and maintain them for any undeliverable payments contained in the file. New addresses shall be entered on OAG Systems in accordance with OAG procedures. Payments for which a new address cannot be obtained within five (5) County work days shall be handled in accordance with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts.
- 3.1.4.7 County shall, in accordance with OAG procedures, research and resolve unidentified items, i.e., items that cannot be identified to a case, as well as instances of payment files not matching funds received.
- 3.1.4.8 County shall employ procedures to ensure security of funds. Upon request, County shall provide to OAG a copy of the security procedures.
- 3.1.4.9 County shall employ OAG processes and procedures to resolve payment related inquiries between the County and the OAG where necessary.
- 3.1.4.10 County employees handling disbursements shall be bonded.
- 3.1.4.11 County shall generate a daily check register which shall list the individual accounts and amounts in which non-IV-D payments were applied. The total number of non-IV-D payments disbursed and the total dollar amount shall also be reflected on the register.

3.1.4.12 County shall electronically report by close of business the next business day the status of each payment received from the OAG for disbursement by the County using the file format and codes as specified by the OAG. This includes all paper and electronic transactions.

3.1.4.13 County shall electronically report by the end of each calendar month the status of each payment disbursed by the County for the OAG during the prior calendar month using the file format and codes as specified by the OAG. This includes all paper and electronic transactions.

3.1.5 Deposit Procedures

3.1.5.1 County shall maintain an account with a financial institution that has the ability to receive electronic funds transfers (EFT).

3.1.5.2 County shall be responsible for ensuring that a process is in place with its financial institution that allows the County to daily reconcile the funds received from the OAG with the electronic disbursement file the County downloads from the OAG. The OAG must be notified immediately after the County determines that it did not receive funds equal to the amount contained in the disbursement file. In no event shall notification to the OAG of a discrepancy between funds received and the disbursement file exceed three (3) County work days.

3.1.6 Electronic Transmittal Procedures

3.1.6.1 The electronic files that County must receive and transmit for Local Disbursement are listed below. The computer file specifications and format to enable the County to process from or provide this information in the manner required by the OAG will be made available to the County on the OAG portal at <http://portal.oag.state.tx.us>. If these specifications change during the term of the contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for Local Disbursement processing.

3.1.6.1.1 Non-IV-D Disbursement Advice, technical document name: Interface Control Document 014 (ICD014).

- 3.1.6.1.2 Non-IV-D Check Status, technical document name: Interface Control document 020 (ICD020).
- 3.1.6.2 County shall generate the non-IV-D disbursements and, if desired, record the IV-D payments on its automated system.
- 3.1.6.3 County shall produce an electronic file (ICD020) containing the status of all payments received from the OAG and disbursed by the county. For payments disbursed by the County, the file shall include check number, and ACH routing transit number or other defined electronic payment identifier. The file shall be transmitted daily to the OAG.
- 3.1.6.4 County shall track disbursements issued by the County, including electronic disbursements and record the status of each in a non-IV-D Check Status File (ICD020). Status as used in this subsection means: cashed, cancelled, re-issued, voided, stop payment, or unidentified or undeliverable and, in the context of electronic disbursements, not returned to the County by their financial institution. This file shall be transmitted each calendar month to the OAG no later than the 15th day of the month for disbursements issued by the County during the immediately preceding calendar month.
- 3.1.6.5 County shall track, log, and report monthly to the OAG all payments:
 - 3.1.6.5.1 returned to the OAG due to mis-posting or mis-applied errors in payment processing and
 - 3.1.6.5.2 returned to the County on disbursement file cases due to County mis-posting or mis-applied errors in payment processing.
- 3.1.6.6 In the event of a failed transmission or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.
- 3.1.6.7 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be re-transmitted.

3.2 OAG Responsibilities

3.2.1 Access to STRADUS and TXCSES

OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.2.2 Reimbursement

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

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

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

County shall submit the invoice to:

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

3.2.2.4 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10)

County working days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor, the OAG shall make payment as set forth in the immediately preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

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

3.2.3 Limitation of OAG Liability

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

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

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

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

3.2.3.5 Direct deposit disbursements by the County are not reimbursable under this Contract. The OAG shall not be liable to the County for reimbursement of direct deposit transactions initiated by the County. County shall notify the OAG of direct deposit recipients in order for the OAG to obtain authorization for the OAG to disburse funds to the recipient by means of direct deposit.

4 LOCAL CUSTOMER SERVICE

4.1 County Responsibilities

4.1.1 Accessing STRADUS and TXCSES

4.1.1.1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. The STRADUS web server is currently the designated OAG database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own county network and for the cost associated therewith.

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

4.1.1.3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this the County must demonstrate sufficient resources and ability to:

- 4.1.1.3.1 receive and process into the County legacy system daily data updates from the OAG in ICD050 format and
- 4.1.1.3.2 generate and transmit daily from the County legacy system to the OAG data updates from the County legacy system in ICD021 format.
- 4.1.1.4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 4.1.1.5 Should the County not desire to retain their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System.
- 4.1.1.6 The ICD021 and ICD050 computer file specifications and format will be made available to the County on the OAG portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing.
- 4.1.1.7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 4.1.1.8 County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.1.2 County Customer Service Unit Resources and Services

4.1.2.1 County shall provide the resources necessary to accomplish the following allowable categories of customer service activity: updates, payment information, reports of domestic violence, payment records request. These activities include, but are not limited to,:

4.1.2.1.1 Researching non-IV-D payments that should have been but were not received by the OAG.

4.1.2.1.2 Researching non-IV-D disbursements that should have been but were not received by the custodial parent.

4.1.2.1.3 Ensuring that payments on cases that have been redirected from the County registry to the OAG are no longer paid to the County but are paid to the OAG and that disbursements on such cases are no longer made by the County.

4.1.2.1.4 Entering updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case deactivation and order transfers.

4.1.2.1.5 providing payment records to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

4.1.2.2 The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

4.1.2.3 Resources as used in this Customer Services Unit Resources and Services section include, but are not limited to, personnel, office

space, equipment, phones and phone lines, and any County-specific IVR system.

4.1.3 Customer Service Unit Documentation

4.1.3.1 County shall track and make available, upon request of OAG, documentation regarding the inquiries received.

4.1.3.1.1 For inquiries handled by County personnel (as opposed to inquiries handled by a County-specific IVR system) County shall document, at a minimum, the following information: the name of the person handling the inquiry, the name of the person making the inquiry, OAG case number and/or court cause number, County ID Number, NCP name, CP name, date of inquiry, and, as applicable, the following allowable categories of customer service activity performed: updates, payment information, reports of domestic violence, payment records request. County may, at County option, track and document inquiries received on OAG Systems using direct data entry. In any case County shall report to OAG Systems (by direct data entry or electronic file) that it received and has worked/is working a request for assistance and the OAG case number and/or court cause number.

4.1.3.1.2 For inquiries handled by a County-specific IVR system, the county-specific IVR system must be able to document an allowable category of customer service activity. The allowable categories of customer service activity are: updates, payment information, reports of domestic violence, payment records request. For inquiries handled by a County-specific IVR system, County shall document, at a minimum, the following information: OAG case number and/or court cause number, County ID Number, NCP name, CP name, and date of inquiry. County shall also document the applicable allowable category of customer service activity that the County-specific IVR system is capable of performing. A county report to OAG Systems is not required.

4.1.3.2 County shall follow OAG procedures relating to data integrity when accepting changes to case information *i.e.*, procedures to properly identify the caller.

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

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

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

4.1.3.5 County shall maintain a log of customer service complaint calls. The log shall identify the complainant, the nature of the customer service complaint, the name of the person taking the customer service complaint, action taken on the customer service complaint, OAG case number and/or court cause number, NCP name, CP name, and date and time of the customer service complaint. County shall provide the log to the OAG by the 15th day of the month following the reporting month.

4.1.3.6 County shall establish quality assurance monitoring procedures and a system that will provide to the OAG sufficient information for evaluating the local customer service performance. The County quality assurance monitoring procedures and system shall be established within the first state fiscal year quarter after contract execution. Thereafter, the county shall perform quality assurance monitoring monthly and report the results to the OAG quarterly. Quarterly quality assurance monitoring reports shall be submitted to the OAG by the 15th day following the end of each state fiscal year quarter.

4.1.3.7 The electronic files associated with customer service activity that the County may receive and process are:

4.1.3.7.1 IV-D and Non-IV-D Collections, technical document name: Interface Control Document 012 (ICD012).

4.1.3.7.2 Non-IV-D Disbursement Data, technical document name: Interface Control Document 013 (ICD013).

4.1.3.7.3 IV-D and Non-IV-D Collection Adjustments, technical document name Interface Control Document 015 (ICD015).

4.1.3.7.4 Non-IV-D Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

4.1.3.7.5 STRADUS and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).

4.1.3.8 In the event of a failed transmission, or if an unprocessable electronic file is produced, county shall correct the problem and retransmit within one (1) working day of notification by the OAG.

4.1.3.9 County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG "Consolidated Payment Record" application.

4.2 OAG Responsibilities

4.2.1 Access to STRADUS and TXCSES

OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.2.2 Reimbursement For Inquiries Handled by County Personnel

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

County shall submit the invoice to:

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

- 4.2.2.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the County's contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this contract is 66%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of inquiries handled by County personnel during the calendar month multiplied by a per inquiry fee of \$2.995 per inquiry. Thus: (Calendar Month Inquiries Handled by County Personnel) (\$2.995) (Federal Share) = OAG Liability. For the purpose of this subsection inquiry means one incoming request for assistance (as described in the County Customer Service Unit Resources and Services section above) not the number of out-going calls or efforts needed to resolve the inquiry nor does it mean multiple data entry to complete the update of multiple items of information which were reported at the same time.

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

4.2.3 Reimbursement for Inquiries Handled by a County-Specific IVR

4.2.3.1 In order to be reimbursed for handling customer inquiries received and answered through a County-specific IVR the County must first demonstrate to the OAG that the County IVR has sufficient controls to satisfy the requirements of Section 7.16 below and to assure that information is provided only to persons authorized to have access to the information. The County must also demonstrate that the County has successfully integrated SDU collections into their IVR to include adequate documentation confirming the daily integration of collections/disbursements (ICD 12, ICD 13 and ICD 15 are available for County use each day) received by STRADUS is present on the County-specific IVR for each month that County is requesting reimbursement for. Upon OAG agreement that sufficient controls are in place and that successful integration has occurred, county may invoice OAG for handling customer inquiries received and answered through a County-specific IVR.

4.2.3.2 County shall bill OAG monthly, on a form provided by OAG, for the customer inquiries received and answered through the County-specific IVR during the preceding month. County shall submit invoices each month to:

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

4.2.3.3 The invoice shall contain the OAG Contract Number, identification of the services provided, the calendar month the services were provided, the location of the County-specific IVR, the number of inquiries handled by the County-specific IVR during the particular

calendar month and a request for payment of the federal share of the County's contract associated cost for the particular month that the services were provided.

The County shall also deliver, simultaneous with the mailing of its monthly invoice, to the OAG child support customer service portal an electronic listing of cases served. This electronic listing is deemed to be an attachment to and supporting documentation for the invoice. The electronic listing shall be structured in the same manner as ICD 35. The electronic listing shall include, at a minimum, OAG case number and/or court cause number, County ID Number, NCP name, CP name, date of inquiry, and the nature of the inquiry i.e. updates, payment information, reports of domestic violence, payment records request.

County shall provide additional information and/or documentation as the OAG reasonably may require; provided that such information and/or documentation is available without having to program the County Specific IVR beyond the programming required by Section 4.1.3.1 above. County shall respond to any OAG request for additional information and/or documentation to support payment within seven (7) calendar days of receipt. The OAG shall process a properly prepared invoice (which invoice must also include a properly prepared, properly structured, timely delivered and readable electronic listing) for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act. The County agrees that payment for any services not properly billed to the OAG within the next three billing cycles immediately following the month in which the services were provided is solely within the discretion of the OAG and that OAG may decline to pay for any such services.

- 4.2.3.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the County's contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this contract is 66%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of inquiries handled by a County-specific IVR during the calendar month multiplied by a per inquiry fee of \$0.137 per inquiry. Thus: (Calendar Month Inquiries Handled by a County-specific IVR) (\$0.137) (Federal Share) = OAG Liability. For the purpose of this

subsection inquiry means one incoming request for assistance not the number of out-going calls or efforts needed to resolve the inquiry.

4.2.4 Limitation of OAG Liability

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

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

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

4.2.4.4 The OAG shall not be liable for reimbursing the County if the County fails to comply with the County Customer Service Unit Resources and Services and/or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

4.2.4.5 The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another Contract or Cooperative Agreement with the OAG e.g. research activities related to completion of State Case Registry eligible cases.

5 STATE CASE REGISTRY

5.1 County Responsibilities

5.1.1 Accessing STRADUS and TXCSES

5.1.1.1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. The STRADUS web server is currently the designated OAG database to house data files. TXCSES is the OAG

database to house the Title IV-D case and payment related files. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own county network and for the cost associated therewith.

- 5.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the state case registry service activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
- 5.1.1.3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this the County must demonstrate sufficient resources and ability to:
 - 5.1.1.3.1 receive and process into the County legacy system daily data updates from the OAG in ICD050 format and
 - 5.1.1.3.2 generate and transmit daily from the County legacy system to the OAG data updates from the County legacy system in ICD021 format.
- 5.1.1.4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 5.1.1.5 Should the County not desire to retain their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System.
- 5.1.1.6 The ICD021 and ICD050 computer file specifications and format will be made available to the County on the OAG portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing.

5.1.1.7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.

5.1.1.8 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.2 State Case Registry Activities

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

5.2.2 County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use a form completed by the District Clerk or local Registry's office that summarizes the relevant court ordered child support information. The OAG, at the County's option, shall work with the County to develop and implement this form.

5.2.3 County must provide the following data elements:

5.2.3.1 participant type (dependent, custodial parent , non-custodial parent)

5.2.3.2 family violence indicator

5.2.3.3 name of each participant (last and first)

5.2.3.4 sex code for each participant

5.2.3.5 social security number for each custodial parent and non-custodial parent

5.2.3.6 date of birth for each participant

5.2.3.7 cause number

- 5.2.3.8 cause county code
 - 5.2.3.9 start date of cause
 - 5.2.3.10 order modification date
 - 5.2.3.11 address lines 1, 2, and 3, City, State, Zip (custodial parent only)
 - 5.2.4 Additional data elements defined in Interface Control Document Number 021 (ICD021) may be provided at County option. A copy of ICD021 is available on the OAG portal.
 - 5.2.5 County shall provide data elements and/or information updates to the OAG Systems for non-IV-D court orders signed on or after October 1, 1998.
 - 5.2.6 County shall provide new order information within five (5) working days of completion of the hearing.
 - 5.2.7 County shall provide update order information within three (3) working days of receipt.
 - 5.2.8 County shall provide new and updated order information via electronic file in ICD021 format from the county automated system or perform the data entry directly onto OAG Systems.
 - 5.2.9 In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.
 - 5.2.10 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be retransmitted.
- 5.3 OAG Responsibilities
- 5.3.1 Access to STRADUS and TXCSES
- OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if

the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.3.2 Reimbursement

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

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

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

County shall submit the invoice to:

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

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

multiplied by a per Non-IV-D Court Order updated fee of \$2.995 per Non-IV-D Court Order updated. Thus: [(Calender Month new and modified Non-IV-D Court Orders provided x \$11.83) + (Calender Month Non-IV-D Court Orders updated x \$2.995)] x Federal Share = OAG Liability.

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

5.3.3 Limitation of OAG Liability

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

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

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

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

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

6 GENERAL REQUIREMENTS

6.1 Written Notice Delivery

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

6.1.1 County

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

The Honorable Kathy E. Clifton (or her successor in office)
District Clerk, Polk County
101 West Church Street, Suite 205
Livingston, Texas 77351

6.1.2 OAG

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

Alicia G. Key (or her successor in office)
Director of Child Support
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

With copies to:

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

6.2 Inspections, Monitoring and Audits

The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. County shall provide physical access without prior notice to all sites used for performance of service under this contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, logs, audit trails or books relating to the performances called for in this contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

6.3 Reimbursement of Audit Penalty

If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the OAG may recoup its loss by withholding funds payable under this contract to the extent of the loss incurred by the OAG.

6.4 Remedies for Non-Performance

6.4.1 Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting

documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

6.4.2 If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

6.4.3 If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

6.5 Training on OAG Systems

Training on OAG Systems will be provided upon request from the County, by the end of the quarter following such request, by OAG Regional Trainers at each of the OAG Regional Training Centers. Any County staff performing functions under this Contract must attend this training. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. OAG will publish training schedules on the OAG portal. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
P.O. Box 12017
Austin, Texas 78711-2017
email address: Larry.Acevedo@cs.oag.state.tx.us

7 TERMS AND CONDITIONS

7.1 Assignment

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

7.2 Liaison

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

7.3 Subcontracting

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

7.4 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from

participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

7.5 Environmental Protection

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

7.6 Certain Disclosures Concerning Lobbying

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

7.7 Compliance With Law, Policy and Procedure

County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure and all state and federal laws, rules and regulations. County shall assure, with respect to County's performances, that the OAG is able to meet the OAG's obligations in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended. County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section below. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

7.8 Legislative Appropriations

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

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

7.9 Termination

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

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

7.10 News Releases or Pronouncements

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

7.11 Date Standard

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

7.12 Changes in the Law

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

7.13 Amendments

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

7.14 Headings

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

7.15 Dispute Resolution Process for County Breach of Contract Claim

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

7.15.2 County's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Deputy Attorney General For Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260,

subchapter C, of the Government Code.

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

7.16 Security and Confidentiality

7.16.1 Security and Confidentiality

General

County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 6-2000) and §231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy and procedures concerning the safeguarding and confidentiality of information, and computer security. **OAG, in its sole discretion and without consulting County, may immediately terminate any County employee's or contractor's access to the OAG computer system. County shall immediately notify OAG when any person authorized by County to access the OAG computer system is no longer authorized to have such access including, but not limited to, reassignment, or termination.** Should County, its officials or one of its employees or contractors make any unauthorized inspection(s) or disclosure(s) of Title IV-D information, or violate OAG policy or procedure concerning the safeguarding and confidentiality of information, and/or computer security (including, but not

limited to, the safeguarding and use of passwords) this Contract may be immediately terminated by the OAG. The County shall immediately notify the OAG Contract Manager upon the discovery of any breach of physical, information or computer security, including, but not limited to, unauthorized access to information or computer systems and unauthorized use of passwords. The County shall provide a written report of all information available to the County relating to the security breach to the OAG Contract Manager within twenty-four (24) hours of the discovery.

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

7.16.2 IRS Information

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

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

- 7.16.2.2 Any return or return information made available shall be used only for the purposes of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an official or employee of County (or as provided above for payment history information) shall require prior written approval by the OAG and the Internal Revenue Service. Requests to make such inspections or disclosures should be made in writing to both the OAG liaison and the IRS Disclosure Officer, Department of the Treasury, 300 E. Eighth Street, Austin, TX 78701.
- 7.16.2.3 Should a person (County or subcontractor) or one of his/her officials/officers or employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, this Contract may be immediately terminated by the OAG.
- 7.16.2.4 Each official or employee of any person at any tier to whom return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such official or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000 with respect to each instance or unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR §301.6103(n).
- 7.16.2.5 Each official or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year,

or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such inspection of returns or returns information may also result in an award of civil damages against the official or employees in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

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

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

7.16.3 Limited Use Or Release Of Information

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

7.16.4 Protection Of Information

7.16.4.1 Information accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, restricted areas, locked rooms, locked buildings, identification systems and control measures, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, access logs, and badges.

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

7.16.5 Security Agreements And Training

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

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

given the signed original Statement of Responsibility form to OAG IR Division.

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

7.16.6 Survival Of Provision

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

7.16.7 Inclusion in all Subcontracts

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

7.17 Survival of Terms

Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination

7.18 Applicable Law and Venue

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

7.19 Entire Contract

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

7.20 Attachments

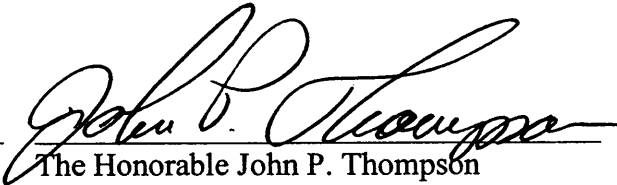
- 7.20.1 Attachment A: OAG Information Security Policy Manual
- 7.20.2 Attachment B: OAG Statement of Responsibility
- 7.20.3 Attachment C: IRS Notification Form
- 7.20.4 Attachment D: IRS Notice
- 7.20.5 Attachment E: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

**OFFICE OF THE ATTORNEY
GENERAL**

POLK COUNTY

Alicia G. Key
Director of Child Support



The Honorable John P. Thompson
County Judge, Polk County
(Approved by Commissioners Court
on April 12, 2005)

COPY

POLK COUNTY
COMMISSIONERS COURT
MSAG CHANGES
04/12/2005

Item #13

STREET	PCT	CTY	ROAD	LOW	HIGH	MILEAGE	COMMENTS
CUMMINGS RD	2	NO		100	239	0.1386	ADD NEW STREET TO MSAG
CODYS WAY	2	NO		100	203	0.1025	ADD NEW STREET TO MSAG
DRISKELL LN	4	YES		100	901	0.8016	CORRECT MSAG TO REFLECT AS COUNTY ROAD (ALL)

REQUEST TO ACCEPT THE FOLLOWING ROAD AS A COUNTY ROAD.

STREET	PCT	CTY	ROAD	LOW	HIGH	MILEAGE	COMMENTS
CUMMINGS RD	2	YES		100	239	0.1386	APPROVE AS A COUNTY ROAD (ALL)

V. VENUE

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. SCOPE OF CONTRACT

The RECEIVING AGENCY agrees to:

Utilize appropriated funds to procure case management software and other case management services, including infrastructure, installation, conversion, customization, training and maintenance;

Utilize statewide DIR contracts to purchase the information services described above or receive a waiver from TXDPS to purchase from other sources;

Continue submitting or begin submitting traffic offense convictions to the TXDPS electronically via file transfer (FTP) by 30 days after installation of the infrastructure detailed in Attachment A;

Continue submitting or begin submitting required reports to the Office of Court Administration (OCA) electronically by September 1, 2005 and continue thereafter;

Discontinue use of the OCA DOS case management software no later than August 31, 2005;

The TXDPS agrees to reimburse the RECEIVING AGENCY for actual allowable expenditures made in accordance with the terms of this agreement not to exceed the amounts identified in Attachment A. RECEIVING AGENCY agrees and understands that the determination of allowable expenditures under this agreement will be made by TXDPS at its sole discretion according to the Uniform Grant Management Standards and applicable requirements of the FMCSA.

VII. COMPLIANCE WITH LAW

The RECEIVING AGENCY understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including relevant administrative rules adopted by the TXDPS and will assume

responsibility for improving motor carrier safety and adopting and administering State safety laws and regulations that are compatible with the Federal CDL requirements (49 CFR Parts 383 and 384).

VIII. REIMBURSEMENT AND ACCOUNTING PROCEDURES

The RECEIVING AGENCY shall submit all requests for reimbursement to TXDPS no later than the 15th day of each calendar month, utilizing the Reimbursement Request Form (Attachment B). Requests for reimbursement shall be reflective of expenditures made during the previous thirty (30) days and must include a copy of the invoices paid by RECEIVING AGENCY. Requests for reimbursement shall be submitted to TXDPS at the following address: Lisa Daughtry, Driver License Division, P.O. Box 4087, Austin, Texas 78773-0300.

TXDPS will make a good faith effort to process all reimbursement requests submitted in accordance with this Contract within fifteen (15) working days from the date of receipt. TXDPS will not reimburse the RECEIVING AGENCY for expenses incurred prior to the effective date or following the termination date of this Contract.

The RECEIVING AGENCY is expected to utilize all appropriated funds for case management or FTP software and computer/monitor no later than August 31, 2005. The RECEIVING AGENCY is expected to utilize all appropriated funds for internet services no later than June 30, 2006. If the RECEIVING AGENCY has not expended all appropriated funds by August 1, 2005, the RECEIVING AGENCY shall submit a written progress report TXDPS no later than August 15, 2005, detailing the status of pending procurement projects.

IX. LITIGATION AND INDEMNITY

Each party may participate in the defense of a claim or suit related to the subject matter of this Contract, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the RECEIVING AGENCY agrees to indemnify and hold harmless the TXDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the RECEIVING AGENCY further agrees to satisfy any final judgment awarded against the RECEIVING AGENCY or the TXDPS arising from the performance of this Contract, provided said claim, suit,

action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TXDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TXDPS, unless such litigation does not name the TXDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

X. CONTRACT MODIFICATION

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XI. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XII. MULTIPLE COUNTERPARTS

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XIII. EFFECTIVE DATE OF CONTRACT

This Contract shall be in effect from February 1, 2005 and shall terminate on June 30, 2006. Either party, upon thirty days written notice to the other party, may terminate this Contract prior to that date. Notice may be given at the following address: TXDPS, Lisa Daughtry, Driver License Division, P.O. Box 4087, Austin, Texas 78773-0300.

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

XIV. STATE AUDITOR CLAUSE

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

XV. SIGNATORY AUTHORITY

The undersigned signatory for the RECEIVING AGENCY hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement, and that he/she has full and complete authority to enter into this agreement on behalf of the RECEIVING AGENCY.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

Oscar Ybarra
Chief of Finance

Date

RECEIVING AGENCY*



Authorized Signature

Polk County Judge
Title

April 12, 2005
Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

Payment Address: County Auditor

City, State, Zip: 516 W. Church St. Livingston, TX 77351

Tax ID #: 74-6001621

ATTACHMENT A
Allowable Expenses
DLD-FMCSA Grant Allocation for Traffic Conviction Reporting

Court Name: Polk County JP Pct 1

Infrastructure Required	Amount Awarded
Case Management Software or FTP software	\$0
Computer/Monitor	\$0
Internet Services to allow FTP transmissions	\$1,420.00
Total Awarded	\$1,420.00

DLD-FMCSA Grant Allocation for Traffic Conviction Reporting

Court Name: Polk County JP Pct 1 _____ Tax ID #: _____

Contract Number: _____

Billing Period: _____

Billing Date: _____

<u>Description</u>	<u>Amount Requesting</u>	<u>Previous Amount Requested</u>	<u>Cumulative Total</u>
A. Case Management or FTP Software/Services	\$ _____	\$ _____	\$ _____
B. Computer/Monitor	\$ _____	\$ _____	\$ _____
C. Internet Services to Allow FTP Transmissions	\$ _____	\$ _____	\$ _____
Totals:	\$ _____	\$ _____	\$ _____

Reimbursement payment may be sent to:

Court Name: _____

Attn: _____

Address: _____

City: _____

Zip Code: _____

Signature of person requesting reimbursement

Printed Name

Date

Mail Request to:
Texas Dept. of Public Safety
Attn: Lisa Daughtry Driver License Division
PO Box 4087
Austin, TX 78773-0300
512-424-5457

Item #15

COPY

**POLK COUNTY
SHERIFF'S OFFICE**

**ANNUAL RACIAL
PROFILING REPORT**

2004

**Polk County Sheriff's Office
Annual Racial Profiling Report
January 1, 2004---December 31, 2004**

Table of Contents

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- (III) Data and Recommendations**
 - a) Contact Information 1/1/04 to 12/31/04
 - b) Recommendations

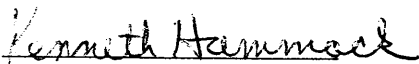
**KENNETH HAMMACK, Sheriff**1733 N. Washington
Livingston, Texas 77351
(936) 327-6810**BYRON LYONS**
Chief Deputy**ALENE EDMONDS**
Adm. Assistant

Since January 1, 2004, the Polk County Sheriff's Office in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Polk County Sheriff's Office continues to strive towards the goal of maintaining strong relations with the community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. Other sections contain information relevant to the institutional policies adopted by the Polk County Sheriff's Office banishing the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period of 1/1/04 and 12/31/04. The recommendations for future areas of research are also included. It is my sincere hope that the channels of communication between community leaders and the Polk County Sheriff's Office continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,


Sheriff Kenneth Hammack


Chief Deputy Byron Lyons

VOL 51 PAGE 390

**The
Texas Law On
Racial Profiling**

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained;

and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual

who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop;
and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax

effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
- (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;
- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
- (7) the plea, the judgment, and whether bail was forfeited;
- (8) ~~(7)~~ the date of conviction; and
- (9) ~~(8)~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as

added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

S.B. No. 1074

COPY

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

COPY

Chief Clerk of the House

S.B. No. 1074

Approved:

Date

COPY

Governor

**Outline of Requirements
Introduced by the
Texas Racial Profiling Law**

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

Section II

Responding to the Texas Racial Profiling Law

**Polk County Sheriff's Department
Directive**

Addressing Racially Biased Policing

And the Perceptions Thereof

Written Directive

Approved by: Kenneth Hammack, Sheriff

Initiation Date 10-01-01

Review Date: March 22, 2005

PURPOSE

This directive is intended to reaffirm this Department's commitment to unbiased policing, and to clarify the circumstances in which officers can consider race/ethnicity when making law enforcement decisions, and to reinforce procedures that serve to assure the public we are proving and enforcing laws in equitable way.

I. GENERAL CONSIDERATIONS AND GUIDELINES:

This Department is committed to protecting the constitutional and civil rights of all citizens. Allegations of "racial profiling" (as defined herein) or discriminatory practices, real or perceived, are detrimental to the relationship between police and the communities they protect and serve, because they strike at the basic foundation of public trust. This trust is essential to effective community based policing. Racially biased policing is an ineffective method of law enforcement and often results in increased safety risks to officers and citizens and the misuse of valuable police resources. Additionally, improper racially biased policing violates the civil rights of members of the public and may lead to increased exposure to liability. This Department does not endorse, train, teach, support, or condone any racially biased policing by its officers. While recognizing that most officers perform their duties in a professional, ethical and impartial manner, this Department is committed to identifying and eliminating any instances of racially biased policing. (Racial Profiling)

II. MISSION STATEMENT

a. It is the policy of the Department to:

1. Provide all people within this community fair and impartial police services consistent with constitutional and statutory mandates;
2. Assure the highest standard of integrity and ethics among all our members;
3. Respect the diversity and cultural differences of all people;
4. Take positive steps to identify, prevent, and eliminate any instances of racially biased policing by our members;
5. Continue our commitment to community policing and problem solving, including vigorous, lawful, and non-discriminatory traffic enforcement that promotes public safety and strengthens public trust, confidence, and awareness;
6. To patrol in a pro-active manner, aggressively investigating suspicious persons and circumstances, while insisting that citizens will only be stopped or detained when there is reasonable suspicion to believe that they have committed, are committing, or about to commit, an infraction of the law

III. DEFINITIONS

- a. Racial Profiling
1. "Racial Profiling" means a law enforcement- initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. (Texas Code Criminal Procedure, Article 3.05)
 2. "Race or Ethnicity" means a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent. (Texas Code of Criminal Procedure. Article 2.132 (a))

IV. POLICY

a. Policing impartially

1. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the United States Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, arrest, non – consensual searches, and property seizures.

Except as provided below, officers shall not consider race, ethnicity, or national origin in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race, ethnicity, or national origin in deciding to initiate even those non-consensual encounters that do not amount to legal detentions or to request consent to search.

Officers may take into account the reported race, ethnicity, or national origin of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race, ethnicity, or national origin to particular unlawful incident(s). Race, ethnicity, or national origin can never be used as the sole basis for probable cause or reasonable suspicion.

2. Except when provided above, race ethnicity, or national origin, should not be motivating factors in making law enforcement decisions.

b. Preventing perceptions of biased policing

1. In an effort to prevent inappropriate perceptions of biased law enforcement, each officer should undertake to do the following when conducting pedestrian or vehicle stops
 - a) Be courteous and professional
 - b) Introduce him/herself to the citizen and state the reason for the stop as soon as practical, unless providing this information will

compromise officer or public safety. In vehicle stops, the officer shall provide this information before asking the driver for his/her license and registration.

- c) Ensure that the detention is no longer than necessary to take appropriate action for the known or suspected offense, and that the citizen understands the purpose of the reasonable delays.
- d) Answer any questions the citizen may have, including explaining options for traffic citation disposition, if relevant.
- e) Provide his/her name and badge number when requested.
- f) Apologize and/or explain if he/she determines that the reasonable suspicion was unfounded. (i.e., after an investigatory stop).

V. PREVENTION OF RACIALLY BIASED POLICING (RACIAL PROFILING) AND THE PERCEPTIONS THEREOF

a. To prevent racially biased policing (racial profiling) perceptions thereof, this Department shall:

- 1) Utilize the departmental, regional, or state training programs to help ensure that appropriate employees receive training addressing racially biased policing and the standards established by this written directive;
- 2) Ensure that this written directive is disseminated to all officers, communications employees, and other appropriate personnel within the department;
- 3) Train supervisory personnel to monitor police conduct to ensure that the standards of this written directive are being carried out by employees under their supervision;
- 4) Review, and, where appropriate, revise procedures or directives that involve the stop, detention, apprehension, or search of individuals to ensure that such procedures or directives are in compliance with provisions of the law and this written directive;
- 5) Review performance recognition and evaluation systems, training curriculum, policies and customs of the department to determine if any practice encourages conduct that may support or lead to racially biased policing;
- 6) Provide public education on what to expect when either stopped or detained by a police officer, as well as police expectations during motor vehicle stops or police detainment, to ensure both officer and citizen safety; and
- 7) Educate the public regarding the departments procedures relating to the filing of complaints by individuals who may feel they have been the subject of racially biased policing.

VI. MOBILE VIDEO / AUDIO RECORDING

a. Every officer utilizing a departmental motor vehicle equipped with either video and audio equipment, shall;

- 1) Record each traffic and pedestrian stop made by the officer that is capable of being recorded by video or audio equipment, as appropriate, by activating the recording equipment prior to the stop, recording the behavior of the vehicle and/ or the person, and recording until such time as the person is released or, if arrested, placed in a custodial facility.
- a. If a complaint is filed with the department alleging that an officer has engaged in Racially biased policing with respect to traffic or pedestrian stop, the video and audio or audio record of the stop shall be retained until final disposition of the complaint.

VII. IDENTIFICATION OF RACIALLY BIASED POLICING

- a. All supervisors shall be responsible for the pro-active review of the performance of personnel they supervise to assist in identifying and modifying potentially problematic behavior and to promote professionalism in this department.
- b. The designated supervisor shall meet, as required or requested by a particular group member, with members of groups effected by this policy.
- c. Community relationships are “two-way streets” and for the police-minority relationships to work, minority groups must do more than just verbalize concerns or complaints. Accordingly, the community liaison shall encourage minority community members to become involved by:
 1. Engaging in dialogue about solutions rather than blame;
 2. Developing a broad understanding of police practices on the part of minority community members in order to encourage them to form an objective standard by which to judge police actions;
 3. Acknowledging police officers that promote positive police-community relations with awards or other commendations.
- d. The designated community liaison shall facilitate the distribution of public educational materials relating to the departments complaint process.
- e. The designated community liaison may utilize department personnel, as appropriate, to assist in meeting the community outreach goals.

IX. REPORTING REQUIREMENTS

- a. Officers initiating traffic stops in which a citation is issued or in which an arrest results from that traffic stop, will be responsible for:
 1. Ensuring the accurate completion of any traffic citation issued, specifically providing information in regard to the race or ethnicity of the individual detained. If a search is conducted, the box next to “search “ on the citation is to be checked. If the person detained gave consent for the search, the box next to “consent” shall be checked. The officer should note on the reverse side of the ticket, in the notes section, any additional relevant information such as any contraband or evidence found during the search, was the search incident to arrest, etc.
 2. Unlike age and gender, which appear on an individual driver’s license, discerning race or ethnicity requires a verbal inquiry of the individual or an officer’s subjecting determination. Since a verbal inquiry risks exacerbating tensions during a potentially tense encounter, to minimize

inconvenience and maximize officer safety, the officer's perception of race or ethnicity will be used.

3. To indicate the race I ethnicity of a person receiving a citation or being arrested, the following letter codes will be used on the citation:

C - Caucasian
B - African
H - Hispanic (Latino)
A- Asian
N - Native American
0- Other

X. COMPLAINT OF RACIALLY BIASED POLICING

- a. Who may file:

Any person may file a complaint with the department if they feel they have been stopped or searched based on that individual's race, ethnicity, or national origin rather than on that individual's behavior or information identifying them as having engaged in criminal activity. No person shall be discouraged, intimidated, or coerced from filing such a complaint or discriminated against because they have filed such a complaint.

- b. If an officer on the street is approached by a citizen regarding a complaint alleged racially biased policing, the officer being approached should inform the citizen that his / her complaint should be directed to a supervisor at the Sheriff's Office.

- c. Supervisors receiving a citizen's complaint shall determine, if possible, whether the complainant wishes to have the complaint considered as a formal complaint or informal complaint.

- d. If the complainant wishes to have the complaint considered on an "informal" basis, the supervisor shall take such action as is appropriate based on the complaint and all attendant circumstances. Upon resolving the "informal" complaint, the supervisor will forward the citizen's complaint, accompanied by a report or document describing the action of the supervisor taken in regard to the complaint, to the **SHERIFF**.

- e. If a supervisor determines that the citizen wishes their complaint to be classed, as a "formal" complaint the supervisor should take a written statement from the citizen. The statement along with the signed "complaint against officer" shall be forwarded to the **SHERIFF** for other investigative actions.

- f. Telephone Complaints

1. Citizens making a complaint by telephone should be informed that their signed complaint is requested however, no telephone complaint should be refused or rejected because the complainant does not wish to sign a complaint form or because she or he does not wish to be identified.

2. If the citizen declines to complete the written complaint form. The supervisor receiving the telephone complaint should attempt to determine all relevant information as required on the complaint and report form and record that information on the form.

XI. ENFORCEMENT OF THIS DIRECTIVE

- a. To enforce the provisions of this directive, this department shall:
 - 1. Take appropriate action to address documented incidents of racially biased policing;
 - 2. Utilize a system of intervention to enable or encourage an officer to undertake voluntary modifications of his or her conduct or performance; and
 - 3. Take appropriate measures to correct any institutional practice or policy that has led to racially biased policing.

XII OFFICERS ASSIGNED TO OTHER AGENCIES

- a. Officers of this department assigned to or assisting other law enforcement agencies will be guided by this written directive.

XIII. APPLICATION

- a. This Written directive is not intended to enlarge an employee's civil or liability in any way. It shall not be considered as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims insofar as the employee's legal duties imposed by law.
- b. Any data collected as a result of reporting requirements pursuant to Article 2.131 through 2.138 of the Texas Code of Criminal Procedure, as implemented by the written directive, shall not be considered prima facie evidence of racially biased policing (racial profiling).
- c. The Department is not liable for damages arising from any act relating to the collection or reporting of information as required pursuant to Article 2.131 through 2.138 or under this policy adopted pursuant to Article 2.132 of the Texas Code of Criminal Procedure.
- d. Audio or videotapes prepared pursuant to this directive shall be reviewed, as necessary, to implement the purpose and requirements of this written directive.

Training

In compliance with the Texas Racial Profiling Law, the Polk County Sheriff's Office has required that all its Deputies adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training.

All Deputies from the Polk County Sheriff's Office have been required to complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

The Polk County Sheriff's Office has just recently started a new fiscal year for training. It is our plan to have every deputy attend Cultural Diversity and Racial Sensitivity training no later than August 31, 2005.

Racial Profiling Complaints

The Polk County Sheriff's Office has investigated two racial profiling complaints during the year of 2004.

February 26, 2004, a complaint was brought to the attention of Detective Captain Dennis Allen alleging that a Deputy with the Sheriff's Office displayed police misconduct during a traffic stop on the complainant. Upon further investigation of this complaint by Detective Captain Dennis Allen the case was closed as unfounded.

May 3, 2004, a complaint was brought to the attention of Detective Captain Dennis Allen alleging that two Deputies with the Sheriff's Office were verbally abusive towards the complainant. This case was investigated by Detective Captain Dennis Allen with the complaint being closed as unfounded.

Section III
Data and Analysis

**Statistical Data Comparison
Between
Annual Racial Profiling Report and 2000 United States Census**

**United States Census Data
For Polk County, Texas**

White persons	75.3%
Black or African American Persons	13.2%
American Indians	1.7%
Asian Persons	0.4%
Persons of Hispanic or Latino Origin	9.4%

**Polk County Sheriff's Office
Racial Profiling Stats 2004
Tier 1 Data**

Tier 1 Data	African	Asian	Hispanic	Native American	Caucasian	Other	Total
CONTACTS - COUNT	61	4	8	7	417	2	499
CONTACTS - %	12.2	0.8	1.6	1.4	83.5	0.4	100.0
SEARCHES - COUNT	15	2	2	3	88	1	111
SEARCHES - %	13.5	1.8	1.8	2.7	79.2	0.9	100.0
CONSENSUAL SEARCHES - COUNT	14	2	2	3	85	1	107
CONSENSUAL SEARCHES - %	13.0	1.8	1.8	2.8	79.4	0.9	100.0
PC FOR SEARCH - COUNT	8	0	0	0	27	0	35
PC FOR SEARCH - %	22.8	0.0	0.0	0.0	77.1	0.0	100.0
CUSTODY ARRESTS - COUNT	1	0	0	0	6	0	7
CUSTODY ARRESTS - %	14.2	0.0	0.0	0.0	85.7	0.0	100.0

Recommendations

Based on the findings introduced in this report the Sheriff along with all employees of the Polk County Sheriff's Office have agreed to adopt the following measures aimed at addressing potential racial profiling problems:

- Provide further racial sensitivity training to its personnel
- Disseminate information to all officers regarding the guidelines of behavior acceptable under the newly adopted Texas Racial Profiling Law
- Keep County Commissioners and other county officials updated on measures being implemented at the Polk County Sheriff's Office concerning racial profiling

Item #17



COPY

ORDER

OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus Property to be disposed through Competitive Bid.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held April 12, 2005, one (1) 12G Motorgrader, Serial #061M16146, Asset # 1431, Precinct 3, was determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152.

THEREFORE, the aforementioned item is hereby designated as Surplus Property of the County and shall be disposed of by Competitive Bid.

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 April 12, 2005.

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

(Seal)

Barbara Middleton, County Clerk
Polk County, Texas

Item #18



POLK COUNTY, TEXAS

**RESOLUTION
OF
THE POLK COUNTY COMMISSIONERS COURT**

WHEREAS, the Polk County Commissioners Court met in a regularly called session on Tuesday, April 12, 2005, with the following members present to wit; John P. Thompson, County Judge; Bob Willis, Commissioner Precinct 1; Bobby Smith, Commissioner Precinct 2, James J. "Buddy" Purvis, Commissioner Precinct 3; Tommy Overstreet, Commissioner Precinct 4; and

WHEREAS, following the properly posted notice and agenda for said meeting, the County considered the adoption of a Resolution supporting an application by the Polk County Fire Marshal for a Commercial Equipment Direct Assistance Grant through the Office For Domestic Preparedness, a division of The U. S. Department of Homeland Security.

NOW, THEREFORE, BE IT RESOLVED, that the Court hereby certifies that Polk County will comply with fiscal and reporting requirements of the U. S. Department of Homeland Security; pertaining to a Commercial Equipment Direct Assistance Grant and that said grant funds, if received, will be used only for the purposes for which they are provided.

SIGNED AND RESOLVED THIS 12th DAY OF April 2005

COPY

John P. Thompson
County Judge

Bob Willis
Commissioner, Precinct 1

Bobby Smith
Commissioner, Precinct 2

James J. "Buddy" Purvis
Commissioner, Precinct 3

Tommy Overstreet
Commissioner, Precinct 4

Attest;

Barbara Middleton, County Clerk

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Budget Revisions
#2005-12

REVISION
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00

THE PRECEDING LIST OF REVISIONS WAS REVIEWED AND APPROVED.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

04/05/2005 08:20:40

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-342-551	TRA PATROL REIMBUR	04/01/2005	2K5R12	62,627.03-	76,216.89-	13,589.86-	RECORD CK TRA REIMBURSE SHE K	K
2005 010-342-570	DETCOG-REIMBURSE S	04/01/2005	2K5R12	.00	1,310.00-	1,310.00-	RECORD CK DETCOG-REIMBURSE K	K
2005 010-342-600	INSURANCE CLAIMS	04/05/2005	2K5R12	524.40-	1,218.77-	694.37-	RECORD CK TAC-SHERIFF WRECK K	K
	TOTAL AMENDMENTS		3	TOTAL CHANGES		15,594.23-		
2005 010-495-390	SUBSCRIPTIONS	03/28/2005	2K5R12	500.00	200.00	300.00-	MOVE FUNDS TO DUES,B.DOCKEN K	K
2005 010-495-481	DUES	03/28/2005	2K5R12	200.00	500.00	300.00	MOVE FUNDS FROM SUBSCRIPTIO K	K
	EXPENSE SUMMARY - AUDITOR		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2005 010-501-427	TRAVEL/TRAINING	03/30/2005	2K5R12	.00	2,000.00	2,000.00	MOVE FUNDS FROM OFC EQUIPME K	K
2005 010-501-572	OFFICE EQUIPMENT/F	03/30/2005	2K5R12	5,000.00	3,000.00	2,000.00-	MOVE FUNDS TO TRAVEL;D.OAKM K	K
	EXPENSE SUMMARY-DELINQUENT TAX		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2005 010-560-105	SALARIES	04/01/2005	2K5R12	1,162,973.99	1,174,144.91	11,170.92	RECORD CK TRA REIMBURSE SHE K	K
2005 010-560-105	SALARIES	04/01/2005	2K5R12	1,174,144.91	1,174,144.90	.01-	CORRECT AMOUNT ON TRA REIMB K	K
2005 010-560-201	SOCIAL SECURITY	04/01/2005	2K5R12	96,777.17	97,631.75	854.58	RECORD CK TRA REIMBURSE SHE K	K
2005 010-560-203	RETIREMENT	04/01/2005	2K5R12	86,248.71	87,029.56	780.85	RECORD CK TRA REIMBURSE SHE K	K
2005 010-560-204	WORKERS COMPENSATI	04/01/2005	2K5R12	51,958.76	52,711.00	752.24	RECORD CK TRA REIMBURSE SHE K	K
2005 010-560-206	UNEMPLOYMENT INSUR	04/01/2005	2K5R12	3,500.69	3,531.97	31.28	RECORD CK TRA REIMBURSE SHE K	K
2005 010-560-427	TRAVEL/TRAINING	04/01/2005	2K5R12	17,000.00	18,310.00	1,310.00	RECORD CK DETCOG REIMBURSE K	K
2005 010-560-450	REIMB INS VEHICLE	04/05/2005	2K5R12	524.40	1,218.77	694.37	RECORD CK TAC-SHERIFF WRECK K	K
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	8	TOTAL CHANGES	15,594.23		
2005 010-697-427	TRAVEL/TRAINING	04/04/2005	2K5R12	4,500.00	3,475.00	1,025.00-	MOVE FUNDS TO EQUIP/PARTS/R K	K
2005 010-697-456	EQUIPMENT/PARTS/RE	04/04/2005	2K5R12	1,000.00	2,025.00	1,025.00	MOVE FUNDS FROM TRAVEL;J.BA K	K
	EXPENSE SUMMARY-ENV ENFORCMT		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2005 015-612-000	PRECINCT #2-PERM R	04/01/2005	2K5R12	87,024.17	.00	87,024.17-	MOVE CARRYOVER FUNDS TO CON K	K
2005 015-612-339	CONSTRUCTION CONTR	04/01/2005	2K5R12	15,842.97	102,867.14	87,024.17	MOVE FUNDS FROM CARRYOVER;P K	K
	PRECINCT#2-PERM RD EXP SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2005 015-623-100	PCT 3 BUDGET CARRY	04/04/2005	2K5R12	18,937.10	2,713.41	16,223.69-	MOVE FUNDS TO WORKERS COMPE K	K
2005 015-623-204	WORKERS COMPENSATI	04/04/2005	2K5R12	30,391.19	46,614.88	16,223.69	MOVE FUNDS FROM CARRYOVER;P K	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		

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REVISION
AMENDMENTS CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
051 AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. Dockens

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-342-451	DISTRICT CLERK REI	03/18/2005	2K5R12	4,000.00-	4,225.17-	225.17-	RECORD CK TX CTR FOR JUDICI	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	225.17-		
2005 010-450-427	TRAVEL/TRAINING	03/18/2005	2K5R12	3,500.00	3,725.17	225.17	RECORD CK TX CTR FOR JUDICI	K
	EXPENSE SUMMARY - DIST CLERK		TOTAL AMENDMENTS	1	TOTAL CHANGES	225.17		
2005 015-369-200	CULVERT/MATERIAL R	03/18/2005	2K5R12	26,908.13-	27,301.28-	393.15-	RECORD CK YAUPON COVE P.O.A	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	393.15-		
2005 015-622-339	CONSTRUCTION CONTR	03/18/2005	2K5R12	57,026.28	57,419.43	393.15	RECORD CK YAUPON COVE P.O.A	K
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	1	TOTAL CHANGES	393.15		
2005 015-623-100	PCT 3 BUDGET CARRY	03/21/2005	2K5R12	23,937.10	18,937.10	5,000.00-	MOVE FUNDS TO CONSTRUCTION	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	5,000.00-	MOVE FUNDS FROM CARRYOVER;	B K
2005 015-624-100	PCT 4 BUDGET CARRY	03/21/2005	2K5R12	94,342.73	94,342.73	180.00-	MOVE FUNDS TO LONGEVITY PAY	K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	8	TOTAL CHANGES	180.00-	MOVE FUNDS TO CONSTRUCTION	K
2005 015-624-330	FUEL/OIL	03/21/2005	2K5R12	3,420.00	3,600.00	180.00	MOVE FUNDS FROM CARRYOVER;	P K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	180.00	MOVE FUNDS FROM CARRYOVER;	T K
2005 051-645-333	RAW FOOD	03/18/2005	2K5R12	61,975.00	60,875.00	1,100.00-	MOVE FUNDS TO EQUIPMENT;	D O K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	1,100.00-	MOVE FUNDS FROM RAW FOODS;	D K

*Budget Amendments 2005-12(a)
4/12/05*

REPORT OF GENERAL LEDGER AMENDMENTS

03/22/2005 11:39:13

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLX
2005 010-370-200	M.G. REILY BLDG REI	03/22/2005	2K5A12	25,000.00	25,000.00	AMEND FOR AMT DUB FROM MEMO K	
2005 010-170-200	M.G. REILY BLDG REI	03/22/2005	2K5A12	25,000.00	50,000.00	CORRECT AMT TO BE REIMBURSE K	
TOTAL AMENDMENTS				2	75,000.00		
EXPENSER SUMMARY				1	6,290.00		
TOTAL AMENDMENTS				1	6,290.00		
2005 010-691-571	CAPITAL OUTLAY - M.G	03/22/2005	2K5A12	125,745.00	125,745.00	RECORD AMT APPROVED IN COM K	
EXPENSER SUMMARY - ALL OTHER				1	125,745.00		
TOTAL AMENDMENTS				1	125,745.00		
SPECIALTY EXPENSE SUMMARY				1	78,800.00		
TOTAL AMENDMENTS				1	271.00		

John A. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,211.81
015	ROAD & BRIDGE ADM	535.37
049	DISTRICT ATTY HOT CHECK FUND	79.76
051	AGING	8.12
088	JUDICIARY FUND	300.12

	TOTAL OF ALL FUNDS	5,135.18

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	156.00

TOTAL OF ALL FUNDS	156.00

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	21,265.58
061	DEBT SERVICE FUND	36,110.04
090	DRUG FORFEITURE FUND	272.00
	TOTAL OF ALL FUNDS	57,647.62

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	701.56

TOTAL OF ALL FUNDS	701.56

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
101 ADULT SUPERVISION	3,430.64
TOTAL OF ALL FUNDS	3,430.64

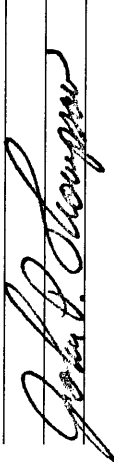
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

AT 532
D. L. DICKENS

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,225.75
015 ROAD & BRIDGE ADM	9,893.10
027 SECURITY	312.24
049 DISTRICT ATTY HOT CHECK FUND	538.70
051 AGING	1,012.61
083 MUSEUM OPERATING FUND	82.13
101 ADULT SUPERVISION	7,885.79
185 CCAP - JUVENILE PROBATION	3,297.68
TOTAL OF ALL FUNDS	64,248.00

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

B. I. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

AC 11 5 - 33 3
[Handwritten notes and signatures]

ACT 677
So. Jones

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	130,590.99
015 ROAD & BRIDGE ADM	34,927.91
027 SECURITY	1,225.98
049 DISTRICT ATTY HOT CHECK FUND	1,481.73
051 AGING	4,183.26
083 MUSEUM OPERATING FUND	345.92
101 ADULT SUPERVISION	23,600.01
185 CCAP - JUVENILE PROBATION	10,129.62
TOTAL OF ALL FUNDS	206,485.42

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

B. L. DOCKENS
 COUNTY AUDITOR

JOHN P. THOMPSON
 COUNTY JUDGE

Act 525
Dawson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	62.81
TOTAL OF ALL FUNDS	62.81

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

Act 15-36
Child Support

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,370.47
015 ROAD & BRIDGE ADM	596.61
TOTAL OF ALL FUNDS	2,967.08

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	4,123.19
015	ROAD & BRIDGE ADM	7.96
049	DISTRICT ATTY HOT CHECK FUND	105.83
051	AGING	19.95
088	JUDICIARY FUND	95.20
	TOTAL OF ALL FUNDS	4,352.13

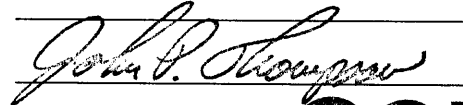
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	40,982.99
015	ROAD & BRIDGE ADM	36,696.50
027	SECURITY	84.92
049	DISTRICT ATTY HOT CHECK FUND	91.17
051	AGING	489.42
061	DEBT SERVICE FUND	6,385.59
083	MUSEUM OPERATING FUND	248.08
101	ADULT SUPERVISION	1,148.17
185	CCAP - JUVENILE PROBATION	1,374.74
	TOTAL OF ALL FUNDS	87,501.58

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

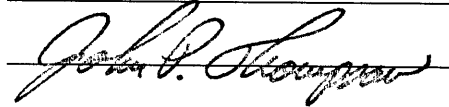
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	12,678.06
015	ROAD & BRIDGE ADM	650.24
027	SECURITY	27.34
049	DISTRICT ATTY HOT CHECK FUND	34.65
051	AGING	85.63
083	MUSEUM OPERATING FUND	7.14
101	ADULT SUPERVISION	544.85
184	JUVENILE PROBATION	25.20
185	CCAP - JUVENILE PROBATION	243.82
TOTAL OF ALL FUNDS		14,296.93

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

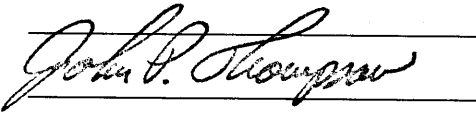
FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	23,895.32

TOTAL OF ALL FUNDS	23,895.32

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	970.00

TOTAL OF ALL FUNDS	970.00

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

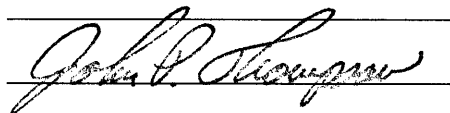
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON


COUNTY JUDGE

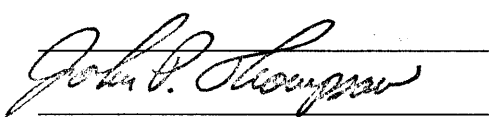


SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,352.25
015	ROAD & BRIDGE ADM	4,976.51
051	AGING	511.93
088	JUDICIARY FUND	340.00
	TOTAL OF ALL FUNDS	24,180.69

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	88,954.37
015	ROAD & BRIDGE ADM	23,097.78
027	SECURITY	494.32
049	DISTRICT ATTY HOT CHECK FUND	494.32
051	AGING	988.64
185	CCAP - JUVENILE PROBATION	5,741.38
	TOTAL OF ALL FUNDS	119,770.81

Group Insurance

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

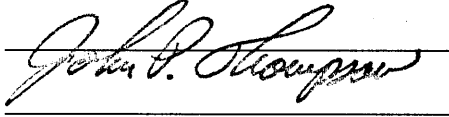
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,645.85
015 ROAD & BRIDGE ADM	840.62
185 CCAP - JUVENILE PROBATION	317.00

TOTAL OF ALL FUNDS	4,803.47

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	547.35
061 DEBT SERVICE FUND	38,045.33

TOTAL OF ALL FUNDS	38,592.68

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	53,653.00
TOTAL OF ALL FUNDS	----- 53,653.00

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	48,814.41
015 ROAD & BRIDGE ADM	12,790.80
027 SECURITY	395.41
049 DISTRICT ATTY HOT CHECK FUND	561.68
051 AGING	1,431.70
083 MUSEUM OPERATING FUND	119.00
101 ADULT SUPERVISION	9,254.92
185 CCAP - JUVENILE PROBATION	4,066.11
TOTAL OF ALL FUNDS	77,434.03

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

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

AC 4537
John P. Thompson

[Signature]

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	233.91

TOTAL OF ALL FUNDS	233.91

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	138,726.72
011	HOTEL OCCUPANCY TAX FUND	801.76
015	ROAD & BRIDGE ADM	111,603.69
027	SECURITY	203.07
040	LAW LIBRARY FUND	648.14
049	DISTRICT ATTY HOT CHECK FUND	1,308.69
051	AGING	225.51
083	MUSEUM OPERATING FUND	65.68
090	DRUG FORFEITURE FUND	10.83
093	CO CLERK RECORDS MGMT FUND	2,818.40
094	COUNTY RECORDS MGMT FUND	2,474.96
185	CCAP - JUVENILE PROBATION	562.88
TOTAL OF ALL FUNDS		259,450.33

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14,155.50

TOTAL OF ALL FUNDS	14,155.50

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

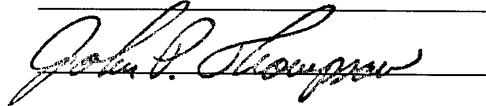
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ADDENDUM
SCHEDULE OF BILLS FOR
APR 12, 2005
FY2005

COPY

B.J.'S INDUSTRIAL SALES	\$	3,700.00	R&B#4
CHEVRON	\$	203.73	SHERIFF DEPT
HOLIDAY INN BEAUMONT	\$	174.40	EMERGENCY MGMT.
POLK COUNTY CHAMBER OF COMMERCE	\$	30.00	COUNTY JUDGE
PURVIS JAMES A.	\$	187.69	R&B#3
TEXAS HURRICANE CONFERENCE	\$	70.00	EMERGENCY MGMT.
TOTAL	\$	<u>4,365.82</u>	

John P. Thompson

COPY

DATE: MARCH 23 THROUGH APRIL 12, 2005

Item # 24

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	CHARLES RAY FULLER	JAIL	1055 - CORRECTIONS OFFICER	REGULAR FULL-TIME	13/01 \$20,353.23	DISMISSAL EFFECTIVE 03/29/2005
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
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