



POLK COUNTY COMMISSIONERS COURT

August 23, 2005

10:00 A.M.

2005-081

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

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

Agenda Topics

1. CALL TO ORDER.
 - Invocation
 - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF AUGUST 9, 2005.
5. CONSIDER APPROVAL OF CONTRACT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB) FOR INDIGENT HEALTHCARE SERVICES.
6. CONSIDER RENEWAL OF AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES; (1) PSAP EQUIPMENT & OPERATIONS AND (2) DATABASE MAINTENANCE SERVICES.
7. CONSIDER APPROVAL OF ORDER DESIGNATING SURPLUS PROPERTY. (TO BE AUCTIONED IN THE CITY OF LIVINGSTON'S SURPLUS SALE SCHEDULED FOR SEPTEMBER 17, 2005).
8. CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM, PROVIDING SERVICES TO AT-RISK YOUTH.
9. CONSIDER RENEWAL OF LEASE AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM FOR PROVISION OF OFFICE SPACE AT 602 E. CHURCH ST., LIVINGSTON, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2005 THROUGH AUGUST 31, 2006.
10. CONSIDER RENEWAL OF AGREEMENT WITH MEMORIAL MEDICAL CENTER – LIVINGSTON FOR LEASE OF STORAGE SPACE AT 207 W. MILL, LIVINGSTON, FOR ONE (1) TERM BEGINNING SEPTEMBER 1, 2005.
11. CONSIDER RENEWAL OF AGREEMENT WITH BRAZOS TRANSIT DISTRICT FOR PUBLIC TRANSPORTATION SERVICES.
12. CONSIDER BURKE CENTER REQUEST FOR REAPPOINTMENT OF COLONEL HOWARD DANIEL, JR. TO THE BOARD OF TRUSTEES FOR A TWO (2) YEAR TERM BEGINNING SEPTEMBER 1, 2005.
13. CONSIDER RENEWAL OF AGREEMENT FOR INDEPENDENT AUDITING SERVICES FOR YEAR ENDED SEPTEMBER 30, 2005.
14. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
15. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.
16. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
17. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
18. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
19. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

RECESS

RECONVENE FOR PRELIMINARY BUDGET WORKSHOP:

20. WORKSHOP FY06, to include;
 - Discussion of FY06 Budget trends and direction of proposed Budget.

ADJOURN

FILED FOR RECORD

2005 AUG 17 A 9:46

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

By: John P. Thompson, County Judge

John P. Thompson

Posted: August 17, 2005

I hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, August 17, 2005 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY:

Schelana Walker

(Deputy)

**COMMISSIONERS COURT
AGENDA POSTING # 2005-081**

BE IT REMEMBERED ON THIS THE 23rd DAY OF AUGUST, 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,
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 (ret) COL. HOWARD DANIEL JR. OF CHESSWOOD BAPTIST CHURCH.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE
3. INFORMATIONAL REPORTS:
 - A. COMMISSIONER SMITH INVITED EVERYONE TO THE GO TEXAN BAR-B-QUE COOK-OFF AT LAKESIDE MARINA IN ONALASKA, FRIDAY & SATURDAY, AUGUST 26th AND 27th.
 - B. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR, REPORTED ON NIMS COMPLIANCE MEETING BEING PLANNED. WILL REPORT BACK TO THE COURT WHEN DATES ARE COMPLETED.
 - C. KENNETH HAMMACK, SHERIFF, REPORTED ON JAIL POPULATION BEING OVER-CROWDED. HE IS SEEKING MORE INFORMATION FROM OTHER COUNTIES ON HOUSING OF INMATES ON TEMPORARY BASIS.
 - D. JUDGE THOMPSON REPORTED THAT COMMISSIONER PURVIS IS STILL UNDER GOING SOME MEDICAL TREATMENTS.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE MINUTES OF REGULAR MEETING ON AUGUST 9, 2005
ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE CONTRACT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB) FOR INDIGENT HEALTH CARE SERVICES.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE RENEWAL OF AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES;
(1) PSAP EQUIPMENT & OPERATIONS AND (2) DATABASE MAINTENANCE SERVICES.
ALL VOTING YES. (SEE ATTACHED)

7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO "DELETE" ITEM #7 "CONSIDER ORDER DESIGNATING SURPLUS PROPERTY TO BE AUCTIONED DURING THE CITY OF LIVINGSTON'S SURPLUS SALE SCHEDULED FOR SEPTEMBER 17, 2005."
ALL VOTING YES.
8. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE "MEMORANDUM OF UNDERSTANDING" WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM, PROVIDING SERVICES TO AT-RISK YOUTH.
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE RENEWAL OF LEASE AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM FOR PROVISION OF OFFICE SPACE AT 602 E. CHURCH LIVINGSTON, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2005 THROUGH AUGUST 31, 2006.
ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE RENEWAL OF AGREEMENT WITH MEMORIAL MEDICAL CENTER - LIVINGSTON FOR LEASE OF STORAGE SPACE AT 207 W. MILL, LIVINGSTON, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2005.
ALL VOTING YES.
11. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWAL OF AGREEMENT WITH BRAZOS TRANSIT DISTRICT FOR PUBLIC TRANSPORTATION SERVICES.
ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE RE-APPOINTMENT OF COLONEL HOWARD DANIEL JR. TO THE BURKE CENTER BOARD OF TRUSTEES FOR A TWO (2) YEAR TERM BEGINNING SEPTEMBER 1, 2005, AT THE REQUEST OF BURKE CENTER.
ALL VOTING YES.
13. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWAL OF AGREEMENT WITH SANDERSON, KNOX & BELT L.L.P. FOR INDEPENDENT AUDITING SERVICES FOR YEAR ENDING SEPTEMBER 30, 2005.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO RECEIVE THE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
ALL VOTING YES.
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE "REIMBURSEMENT RESOLUTION" FOR CAPITAL PURCHASES, TO DATE 8/23/2005.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE BUDGET REVISIONS #2005-21, AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE
THE BUDGET AMENDMENTS #2005-21(a) AS SUBMITTED AND REVIEWED BY COURT
APPOINTED COMMITTEE.

ALL VOTING YES.

(SEE ATTACHED)

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

ALL VOTING YES.

(SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
8/3/05	\$49,324.10	194174 - 194199
8/8/05	\$3,433.01	194200 - 194206
8/8/05	\$57,209.54	194207 - 194210
8/8/05	\$11,320.87	194211
8/8/05	\$750.00	093039 - 093084
8/8/05	\$870.00	093085 - 093154
8/8/05	\$492.00	093155 - 093192
8/8/05	\$498.00	093193 - 093245
8/8/05	\$426.00	093246 - 093273
8/8/05	\$630.00	093274 - 093320
8/8/05	\$48.00	093321 - 093328
8/8/05	\$456.00	093329 - 093366
8/10/05	\$582.00	093367 - 093407
8/10/05	\$162.00	093408 - 093434
8/10/05	\$582.00	093435 - 093473
8/10/05	\$174.00	093474 - 093492
8/10/05	\$702.00	093493 - 093540
8/12/05	\$120,000.00	ACH 585
8/12/05	\$41,126.88	ACH 586
8/12/05	\$511,150.00	ACH 587
8/12/05	\$64,010.55	ACH 588
8/12/05	\$203,509.06	ACH 589
8/12/05	\$70.22	ACH 590
8/12/05	\$2,640.43	ACH 591
8/12/05	\$317,202.24	194212 - 194216
8/12/05	\$3,501.03	194217 - 194222
8/15/05	\$11,336.98	194223 - 194265
8/16/05	\$220,391.51	194266 - 194413
8/16/05	\$11,494.50	194414 - 194428

DATE	AMOUNT	CHECK NUMBERS
8/23/05	\$18,739.52	Addendum (To appear on future schedule)
TOTAL	\$1,652,832.44	

19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE PERSONNEL ACTION FORMS, AS REVISED.
 ALL VOTING YES. (SEE ATTACHED)

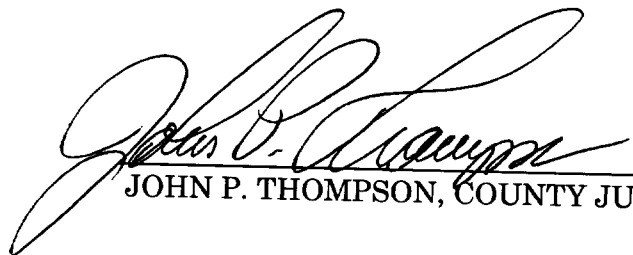
RECESS - 10:28 AM (BREAK)

RECONVENED - 10:37 AM - PRELIMINARY BUDGET WORKSHOP - FY2006

20. DISCUSSION OF BUDGET TRENDS AND DIRECTION OF PROPOSED BUDGET.
 NO ACTION TAKEN.

• **ADJOURN:**

MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 23rd DAY OF AUGUST, 2005 AT 11:23 AM.
 ALL VOTING YES.


 JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

 BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2005\AUG23.2005.wpd

Item #5

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

This interlocal agreement (the "Agreement") is made pursuant to *Section 791.001 et seq, Texas Government Code* which is known as the Interlocal Cooperation Act. The Agreement is by and between The University of Texas Medical Branch at Galveston ("UTMB"), an agency of the State of Texas, and Polk County, Texas (the "County") for the provision of health care services to the County's Eligible Residents.

The Agreement is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the "Act"), *Section 61.001 et seq, Texas Health & Safety Code*. Notwithstanding any provision in the Agreement to the contrary, nothing in the Agreement shall be construed as altering the County's financial responsibility for the treatment of indigents beyond that contained in the Act.

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

- 1.1. **Eligible Resident:** An Eligible Resident is a County resident who:
 - 1.1.1. Presents a valid county identification card to UTMB, and
 - 1.1.2. Have a valid referral authorization from the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals; or
 - 1.1.3. Is presented to UTMB for treatment by County official.
- 1.2. **Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.3. **Primary Care:** General medical care that is provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.4. **Secondary Care:** Specialty medical care or service provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has Polkn referred to UTMB.
- 1.5. **Tertiary Care:** Health care treatment and services within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Responsibilities – Each contracting party has these responsibilities. . .

2.1. County's Responsibilities:

- 2.1.1. The County agrees to pay fees based upon UTMB charges in accordance with Section IV below for health care services provided to Eligible Residents within forty-five (45) days of invoice date.
- 2.1.2. After forty-five (45) days from the invoice date, the County agrees to pay interest to UTMB at the rate of one (1) percent per month beginning after the 45th day, on any unpaid, undisputed invoice balance.
- 2.1.3. In the event that the County disputes charges on an invoice, such notice of dispute shall be in writing, specific, in good faith, and promptly forwarded to UTMB, but in no event later than forty-five (45) days from the invoice date. Dispute notices received by UTMB later than forty-five (45) days shall be ineffective and the invoice amount, together with any accrued interest, shall be due and owing from the County. In the event a dispute is resolved in County's favor, County shall not be responsible for any interest on the disputed portion of the invoice.
- 2.1.4. Fees shall be paid to UTMB Accounting Department, P.O. Box 4786-762, Houston, Texas 77210-4786.
- 2.1.5. The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.
- 2.1.6. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A.
- 2.1.7. The County agrees to refer Eligible Patients through its indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 2.1.8. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 2.1.9. The County shall identify specific indigent health care officials who can make referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials for telephone eligibility verification and patient referral.

- 2.1.10. The County shall be solely responsible for arranging for any follow-up medical care including referral form completion for Eligible Residents treated at UTMB.
 - 2.1.11. The County shall ensure that all referrals contain a valid and unique authorization identifier for each patient encounter.
 - 2.1.12. County agrees to pay those fees in accordance with Section IV for Emergency Care received by any County resident at the UTMB Emergency Room.
 - 2.1.13. County agrees to use commercially reasonable efforts to ensure that an Eligible Resident's accrued charges do not exceed County's statutory responsibility under the Act. UTMB agrees to cooperate reasonably with the County to provide charges for Eligible Residents to County in a commercially reasonable manner so as to minimize the County's financial exposure pursuant to this section.
 - 2.1.14. Should a charge be denied on the monthly report, County agrees to document that denial using the Denial Form (Exhibit C) provided with this contract. Payment will be deemed "unpaid" until this is received.
- 2.2. **UTMB's responsibilities:**
- 2.2.1. UTMB agrees to provide Secondary and Tertiary Care to County's Eligible Residents at those fees established in Section IV below. UTMB only agrees to provide Specialty and Tertiary Care to Eligible Residents unless the County otherwise requests in writing.
 - 2.2.2. UTMB agrees to provide a monthly invoice to the County within ninety-five (95) days of treatment.
- 2.3. UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to credit the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns

to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents.

- 2.3.1. UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office.
- 2.3.2. UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.
- 2.3.3. At County's request, UTMB invoices shall include a HCFA UB-92 for inpatient services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents to assist County to seek reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.
- 2.3.4. UTMB agrees to invoice the County indigent health care office monthly for all hospital and physician services.
- 2.3.5. UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced billed charges.
- 2.3.6. UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for health care services under this Agreement.
- 2.3.7. UTMB will comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Agreement.
- 2.3.8. UTMB agrees to provide health care services for non-emergent, non-eligible residents in accordance with UTMB's Provisional Pay Status program.
- 2.3.9. UTMB shall maintain a self-funded program for professional liability coverage for faculty physicians against any liabilities or claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB faculty physicians. As an agency of the State of Texas, liability for the tortuous conduct of non physician UTMB employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

2.4. Health care services not UTMB's responsibility:

- 2.4.1. UTMB does not agree to provide Behavioral Health services, including drug and alcohol addiction.
- 2.4.2. UTMB not agree to provide Plastic Surgery services.
- 2.4.3. UTMB does not agree to provide Oral Surgery services.
- 2.4.4. UTMB not agree to provide Outpatient Pharmacy services.
- 2.4.5. UTMB does not agree to provide transportation to and from UTMB.
- 2.4.6. UTMB does not agree to provide take Home Medical Supplies.
- 2.4.7. UTMB does not agree to provide Primary Care services except as agreed to in writing by the parties.

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

- 3.1. UTMB agrees to provide all Eligible Resident medical services for a fee based on 35% of established UTMB charges.

IV. Miscellaneous - Both parties agree to the following...

- 4.1. To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 4.2. This term of this Agreement shall be from September 1, 2005 through August 31, 2006, regardless of the date of execution. This Agreement may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Agreement shall supercede and replace the previous agreement for indigent health care between County and UTMB.

- 4.3. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Austin, Texas
- 4.4. This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.
- 4.5. HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

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

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

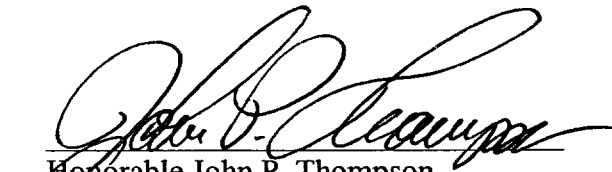
4.6. **Notices. Notices shall be effective only when in writing and addressed as follows. . .**

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

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

COUNTY OF POLK

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



Honorable John P. Thompson
Polk County Judge

Richard S. Moore
Vice President for Business and
Administration

Date: 8-23-05

Date: _____

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

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

SCP: _____ Provider #: _____ Ph. #: _____ fax #: _____

(Specialty Physician's Name)

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

Procedure/Service Requested: _____

_____ CPT: _____

Diagnosis: _____ ICD-9: _____

Symptoms: _____

Pertinent History: _____

Previous Treatments: _____

Current Meds: _____

Treatment Plan: _____

Financial Information

County/District Name: _____ Phone #: _____

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

Patient Name: _____ SS#: _____

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

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

Other pertinent information: _____

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: _____

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: _____ Date: _____

Write in Patient Information/Affix Label:

Name: _____

UH#: _____

Contract Care Approval Form

The University of Texas
Medical Branch Hospitals
Galveston, Texas

#6

Contract for 9-1-1 Services

Art.1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and Deep East Texas Council of Governments (DETCOG) is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC and the state's local governments, which are represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for Services ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Art. 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, the State Administration of Emergency Communications Act, Texas Health and Safety Code, Chapter 771; Commission rules implementing the Act contained in Title 1, Texas Administrative Code, Chapters 251, 252, 253, and 255; the General Appropriations Act; the Uniform Grant Management Standards (UGMS), Title 1, Texas Administrative Code, Sections 5.151 – 5.167; the Preservation and Management of Local Government Records Act, Texas Government Code, Chapter 441, Subchapter J; Texas Local Government Code, Chapter 391; Texas Government Code, Chapter 2260; and amendments to the referenced statutes and rules.
- 2.3 Applicable law also includes, but is not limited to, the policies and procedures adopted by the Commission. The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to the requirements of the Administrative Procedure Act ("APA"), Texas Government Code, Chapter 2001; any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.

- 2.4 The RPC shall repay any 9-1-1 surcharge funds and service fees ("9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1(d) herein.
- 2.5 In accordance with Texas Health and Safety Code, Section 771.078(c)(6), the Commission may withhold disbursement of funds to a RPC that does not follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with Commission policies and procedures, and with the requirements as provided in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems, which requires the recipient of state funds, the RPC, to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Art. 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with Commission rules and policies, as well as, all applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with Commission rules and policies, accuracy, completeness, and appropriateness, prior to the Commission releasing state appropriated funds.

Art. 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments and PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum:
 - (a) provide for compliance with applicable provisions of the state's UGMS as established by the Governor's Office of Budget, Planning and Policy, under the authority of Chapter 783 of the Texas Government Code; provide a provision that the RPC will provide 9-1-1 funds to the local governments or PSAPs on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments and PSAPs are complete, accurate, and appropriate;

- (b) include a provision that the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law.
- (c) include a provision whereby the local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) include a provision that such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) include provisions, consistent with UGMS and applicable law, addressing the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service ("9-1-1 equipment");
- (f) include a provision, consistent with UGMS and applicable law, requiring the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) include a provision requiring reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- (h) provide, consistent with UGMS and applicable law, that the local governments and PSAPs will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to addressing or addressing database maintenance activities;
- (i) provide that the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform addressing or addressing database maintenance activities; and
- (j) provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing database maintenance activities in accordance with the approved Regional Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan.

Art. 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by state law for local governments, as well as any additional Commission policies, procedures or rules, in connection with the procurement of any items to be obtained with 9-1-1 funds.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Art. 6. Service Fee Funding

- 6.1 In accordance with Texas Health & Safety Code, Section 771.071, the Comptroller of Public Accounts shall receive all landline service fees and wireless service fees that are billed, collected and remitted by telecommunications service providers. The Comptroller shall deposit money from the fees to the credit of the 9-1-1 services fee fund in the State Treasury.
- 6.2 The Commission shall distribute money appropriated to the Commission from the 9-1-1 services fee fund to the RPC for use in providing 9-1-1 services as provided by this Contract, in accordance with Texas Health & Safety Code, Sections 771.071(f) and 771.078, and any applicable requirements contained in appropriation riders. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology, unless the RPC is in substantial noncompliance with Commission rules and procedures. The RPC shall distribute the money to public agencies within its jurisdiction for use in providing those services. All fees and surcharges collected under the authority of Texas Health & Safety Code, Chapter 771, may be used only for planning, development, provision, and enhancement of the effectiveness of 9-1-1 service as approved by the Commission, and as provided by Texas Health & Safety Code, Section 771.075.
- 6.3 The CSEC shall ensure that no more than \$15,000,000 appropriated to the Commission for the FY 2006 -- 2007 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.

6.4 None of the funds appropriated to the Commission to fund statewide 9-1-1 emergency communications and allocated to the RPC, may be used to replace or fund a reserve for future replacement of 9-1-1 capital equipment.

6.4.1 The RPC shall assist the Commission in creating a ten (10) year comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.5 The RPC shall submit a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the government code.

6.6 As provided by Texas Health & Safety Code 771.078(d), not more than ten percent (10%) of the money received by the RPC under Section 771.078(b) may be used for indirect costs by the RPC. The Governor's Office of Budget, Planning and Policy will review and evaluate indirect costs using the federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Chapter 783, Texas Government Code.

6.7 In accordance with Texas Health & Safety Code, Section 771.078, the Commission shall ensure that the RPC receives money for 9-1-1 services in two separately computed amounts, one each for the respective landline and wireless service fees. The amount distributed to the RPC shall be in accordance with Texas Health & Safety Code, Sections 771.078(b)(1) and (b)(2), not to exceed the appropriated amount, as follows:

- Landline service fee shall be calculated as follows:

Total Emergency Service Fee Revenue Collected, Deposited and Appropriated to the Commission	X	Total Emergency Service Fees Collected from the Region
		Total Emergency Service Fees Collected for the State

- Wireless service fee shall be calculated as follows:

Total Wireless Emergency Service Fee Revenue Collected, Deposited And Appropriated to the Commission	X	Population of Region
		Population of State

6.8 Upon a request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in the region or of an amount of money allocated to the RPC, in accordance with Texas Health & Safety Code, Section 771.078, and this Contract.

Art. 7. Surcharge

- 7.1 In accordance with Texas Health & Safety Code, Section 771.078(e), the Commission may allocate surcharges under Section 771.072(d) by means of this Contract.
- 7.2 Section 771.072 of Texas Health & Safety Code allows the Commission to periodically allocate surcharges to the RPC for use in implementing the approved strategic plan to provision 9-1-1 service throughout its region.
- 7.3 As implemented by Commission Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Revenue Allocation*, it is the policy of the Commission to obligate surcharge funds for the biennium, based upon the approved RPC strategic plan and appropriated funds for the current biennium. The allocation of surcharge, as well as all other 9-1-1 funds, is contingent upon the RPC's compliance with the terms of this Contract, Commission policies and rules, as well as, all applicable law.

Art. 8. 9-1-1 Funds Distribution

- 8.1 The Commission will grant all 9-1-1 funds, both service fee and surcharge, in accordance with Texas Law and CSEC rule and policy. As provided by Texas Government Code, Article IX, General Appropriations Act, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 8.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to current Commission policy. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Art. 9. RPC Emergency Funding).
- 8.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to Commission policy. Start-up funding is defined as cash from appropriated funds provided by the Commission to the region to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining funds from the prior fiscal year, ending the preceding August 31st, shall be returned to the Commission no later than October 30th each year.

Art. 9. RPC Emergency Funding

- 9.1 The Commission may provide appropriated funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the 9-1-1 system or impact public safety.
- 9.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in their approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 9.3 Emergency funds may be distributed based upon the documented expenditures creating the need. The provision of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation.
- 9.4 The request shall include a narrative description of what the funds are to be used for, and how these expenditures relate to their strategic plan.
- 9.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and Commission policy. Upon review and approval of the request, the Commission will disburse the necessary funding, not to exceed the RPC approved strategic plan and the appropriation of revenues.

Art. 10. Strategic Planning

- 10.1 In accordance with Texas Health & Safety Code, Section 771.055, the RPC shall develop a regional plan for the establishment and operation of 9-1-1 service throughout the respective region. The 9-1-1 service must meet the standards established by the Commission. A regional plan must describe how the 9-1-1 service is to be administered.
- 10.2 The RPC must update its regional plan at least once during each state fiscal biennium, and must include the following:
 - 10.2.1 A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - 10.2.2 Projected financial operating information for the two state fiscal years following the submission of the plan;
 - 10.2.3 Strategic planning information for the five state fiscal years following submission of the plan; and
 - 10.2.4 A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.

- 10.3 The RPC shall submit a regional plan, or amendment to the plan, to the Commission for review and approval or disapproval, as required by Texas Health & Safety Code, Section 771.056. In turn, the Commission shall consider the appropriateness of the plan or amendment in satisfying the standards set by the Commission, the cost and effectiveness of the plan or amendment, as well as the appropriateness of the plan or amendment in context with overall statewide 9-1-1 service.
- 10.4 The Commission shall notify the RPC of the approval or disapproval of the regional plan submission, or an amendment to the plan, in accordance with Commission policy.
- 10.5 If the plan or amendment is approved, the Commission shall allocate to the RPC from the money collected under Texas Health & Safety Code, Sections 771.071, 771.0711, and/or 771.072 as appropriated to the Commission, and in accordance with the terms of this Contract.
- 10.6 The Commission may withhold distribution of funds to the RPC until an administratively complete strategic plan is submitted according to Commission policy, procedure and strategic planning guidelines.

Art. 11. Reporting Requirements

- 11.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission in accordance with Texas Health & Safety Code Section 771.078. The RPC shall provide the reporting information in accordance with standards and guidelines established by Commission rules and policies. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year.
 - 11.1.1 Financial information regarding administrative and program expenses shall be reported in accordance with generally accepted accounting principles.
 - 11.1.2 Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 11.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit information to the Commission, at least once per quarter of each fiscal year, according to current Commission policy.

Art. 12. Use of Answering Points

- 12.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of answering points and the creation of new answering points in accordance with Texas Health & Safety Code Section 771.078.

Art. 13. Dispute Resolution

- 13.1 The dispute resolution process provided for in Chapter 2260, Subsection F, Title 10, of the Texas Government Code must be used by the Commission and the RPC to attempt to resolve all disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, the applicable law or policy, or this Contract.
- 13.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 13, until they have exhausted the procedures set out in this Art. 13.
- 13.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. Notwithstanding Section 2260.052(b) of the Texas Government Code, the parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 13.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH), as authorized by Chapter 2009 of the Texas Government Code.
- 13.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 13.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 13.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

- 13.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Section 2260.102 of the Texas Government Code.


Art. 14. Miscellaneous Provisions

- 14.1 The RPC shall work with the Commission, the local governments and PSAPs to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 14.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service (including addressing or address maintenance activities), by the RPC, the local governments or PSAPs in their areas, the RPC shall notify the Commission promptly of that need so that all parties may address that need in a timely manner.
- 14.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of the Texas UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy, under the authority of Chapter 783 of the Texas Government Code. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment pursuant to funds received under the terms of this Contract.
- 14.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by Texas Government Code, Chapter 321. Such an audit or review is considered separate and apart from audits required by UGMS.
- 14.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 14.6 The RPC shall provide, at a minimum, the CSEC with all reports and/or information as required by Commission policy.
- 14.7 To the extent of any conflict between any item in this Contract and an adopted Commission rule, present or future, the Commission rule shall prevail over the item in this Contract.
- 14.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the CSEC relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

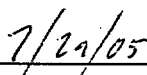
14.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.

14.10 This Contract takes effect on the date it is signed on behalf of the Commission, and shall terminate on August 31 of the second year of the biennium.


AGREED TO:



Paul Mallett
Executive Director
Texas Commission on
State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942



Date



Mr. Walter Diggles
Executive Director
Deep East Texas Council of Governments
210 Premier Dr
Regional 9-1-1 ENS & Emergency Preparedness
Jasper, TX 75951



Date

ATTACHMENT "A"
FY 2006-2007 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation
Deep East Texas Council of Governments

Effective September 1, 2005

Budget Component	Plan Year	
	FY 2006	FY 2007
Program	\$1,074,490	\$1,111,726
Administration	\$399,238	\$399,238
Subtotal - Network Operations	\$1,473,728	\$1,510,964
Equipment Replacement	\$286,386	\$249,149
Wireless Phase II	\$9,832	\$9,832
Total Costs	\$1,769,946	\$1,769,945

Method of Finance	FY 2006	FY 2007
Appropriated Service Fees	\$1,769,946	\$1,769,945
Appropriated Equalization Surcharge	\$0	\$0
Total Allocation	\$1,769,946	\$1,769,945
Difference	\$0	\$0

#6

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

Article 1: Parties & Purpose

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

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

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

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

Article 2: Stipulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ownership, Transference & Disposition

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

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

a. Addressing Equipment

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

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

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

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

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

Inventory

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

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

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

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

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

Security

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

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

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

Maintenance

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

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

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

Supplies

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

Training

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

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

Performance Monitoring

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

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

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

Article 5: Addressing & Addressing Database Maintenance

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

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

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

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

Addressing Project Deliverables

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.19 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the addressing and/or addressing maintenance deliverables specified this contract, and as outlined in Performance Measures attached. **Onsite monitoring will be conducted quarterly by DETCOG staff.**

5.20 Local Government agrees its database maintenance staff or vendor will attend and participate CSEC and/or DETCOG meetings, training, and conference calls. This includes but is not limited to CSEC-mandated 9-1-1 error resolution training.

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

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

Addressing/Vendor Contract Administration

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

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

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

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

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

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

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

Article 7: Financial

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

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

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

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

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

Article 8: Records

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

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

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

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

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

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

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

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

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

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

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

12.2 RPC's address is: 210 Premier Dr., JASPER, TX 75951
Attention: Walter G. Diggles, Executive Director.

Local Government's address is: 101 W CHURCH, LIVINGSTON, TX 77351
Attention: POLK COUNTY Judge

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

Article 13: Effective Date and Term of Contract

13.1 This contract takes effect when signed on behalf of RPC and Local Government, and it ends on August 31, 2007.

Article 14: Miscellaneous

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

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

14.3 The following Attachments are part of this contract:

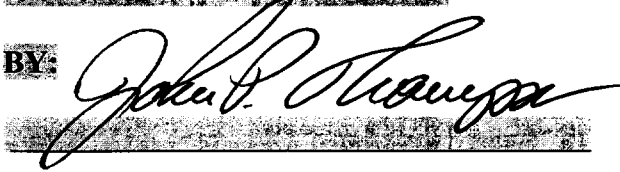

- a. Memorandum of Understanding as executed between RPC and CSEC;
- b. RPC Policy and Procedures Manual (if available);
- c. Ownership Agreement (if applicable);
- d. Transfer of Ownership Agreement (if applicable);
- e. CSEC approved strategic plan for Local Government Addressing/Address Database Maintenance;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

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

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

14.5 This contract is executed in duplicate originals.

SIGNATURES APPROVING INTERLOCAL AGREEMENTS

Local Government and/or BSAP	Deep East Texas Council of Governments
BY: 	BY: 
POLK COUNTY Judge	Executive Director
August 23, 2005	8/30/05
DATE	DATE

Attachment A

Memorandum of Understanding

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

See attached.

RPC Policy and Procedures Manual

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

Ownership Agreement

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

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

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

Attach equipment inventory list.

Attachment D

Transfer of Ownership Form

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

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

Inventory Number Current Assignee:

Property Description Location:

Serial Number Signature:

Acquisition Date Date:

Acquisition Cost New Assignee:

Vendor Location:

Invoice Number Signature:

Purchase Order Number Date:

Condition of Property Continued:

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: Yes No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

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

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

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

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

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

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

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

Addressing Database Maintenance Plan

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

**ATTACHMENT G
DATABASE MAINTENANCE SCOPE OF WORK**

General Scope of Work

Deliverables related to addressing maintenance personnel functions.

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

DETAILED SCOPE OF WORK

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

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

- c. Upon changes noted from those meetings or upon notification of change in emergency providers, the county database coordinator should make changes to the GIS files, maps, map books and other related files.
 2. If new Emergency Service Numbers (ESN) are needed, the county database coordinator should contact DETCOG for a new ESN assignment.
 - a. The county database coordinator will need to provide the names and 24x7 numbers of the responders for DETCOG to assign a new ESN.
 3. The county database coordinator will use the electronic tool provided by the state 9-1-1 database provider to make MSAG corrections to all of the MSAG records that were affected by any of those changes.
 - a. After receiving the new ESN(s), the county database coordinator will need to make changes or inserts to the MSAG and ALI records that are affected.
- **Resolve errors that have occurred from customer records, i.e. house number out of the range on the MSAG record; street not found in the Master Street Address Guide (MSAG).**
 1. **Currently, each week, the county database coordinator is receiving an electronic spreadsheet from the state 9-1-1-database provider, which contains 701/709 errors. The spreadsheet contains at least two tabs, one for errors that occurred over the past week and the second tab is errors that were processed to the county database coordinator that have not been corrected.**
 - a. **The county database coordinator is responsible for providing, in the file, the correct address that removes the errors from error status, on a weekly basis.**
 - b. **The errors must be checked to see what is causing the error. For example it may be the wrong community name or the street name is misspelled.**
 - c. **If the cause of the error cannot be readily determined, the county database coordinator should attempt to call the telephone number to solicit information to calculate an address to remove the records from error.**
 - d. **If no one answers the telephone, the county database coordinator will need to collect the information needed through mail correspondence to remove the record from error.**

- The county database coordinator is responsible for producing and providing wall maps and map books.
 1. The county database coordinator will produce useful wall maps and map books to be used by the county and its emergency responders enabling them to quickly locate roads during emergencies.
 2. The county database coordinator should produce at least a minimum of one wall map and map book for the County Judge, each County Commissioner, the Sheriffs department, each fire department, each ambulance service provider, and the emergency management coordinator.
 3. The wall map and map book should be available in both paper and electronic format.
 - a. Both the wall map and the map book should be produced in an electronic format, preferably in Adobe PDF format. If the county coordinator does not have Adobe Acrobat, free software to produce Adobe PDF files can easily be downloaded from the internet.
 4. The wall map and map book should be updated at least semi annually and updates made available in both paper and electronic format.
 - a. DETCOG has made available to each county free space on their website to host and make available the electronic maps and books.
- The county database provider is required, on a monthly basis, to provide a copy of the GIS files needed for Mapped ALI to DETCOG.
 1. DETCOG will be utilizing software loaded on the Customer Premise Equipment (CPE), at the Public Safety Answering Point (PSAP), that requires certain fields in the GIS files. The county database coordinator must place those fields in the GIS files and populate them as needed, when instructed by DETCOG.
 2. The county database coordinator will be required to supply the GIS files, needed from Mapped ALI, in ESRI shape file format.
 3. Upon receipt of the files each quarter, DETCOG will compile the GIS files as needed by the Mapped ALI software and deliver it to the PSAP each month during regularly scheduled PSAP visits.
- The county database coordinator has contact with the city addressing agents to assist the cities with maintaining the Master Street Address Guide (MSAG) in the state 9-1-1 database.
 1. It is the responsibility of the county database coordinator to develop and nurture a working relationship with the city-addressing agents enabling them to work with the cities within the county, to assure that their streets are loaded in the MSAG in the ALI database.
 2. Upon verification of street names to be inserted, deleted or changed, the county database coordinator will perform those changes using the electronic tool provided by the state 9-1-1 database provider.

3. The county database coordinator will coordinate with the city for the city to provide addresses to remove errors from the weekly 701/709-error spreadsheet and then post the corrections to that file and submit for processing in the fashion indicated by DETCOG.

- The county database coordinator should be available for a regularly scheduled monitoring visit at least once a quarter and provide documentation as needed or requested by DETCOG to complete the monitoring.

ATTACHMENT H
Database Maintenance Budget

VOL 51 PAGE 981

See Attached

**Detailed Program Narrative
Level II, Database Maintenance**

Deep East Texas Council of Governments

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010
1. REIMBURSEMENT FOR DATABASE MAINTENANCE	\$24,800	\$24,800	\$24,800	\$24,800	\$24,800
TOTAL Database Maintenance	\$24,800	\$24,800	\$24,800	\$24,800	\$24,800

Detailed Description

1. REIMBURSEMENT TO COUNTY FOR DATABASE MAINTENANCE COSTS THROUGH INTERLOCAL AGREEMENT

Attachment I
Addressing database maintenance
Project Performance Measures

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

See Attachment

**Attachment J
Subcontract**

VOL 51 PAGE 985

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

#6

1

COG

**INTERLOCAL AGREEMENT FOR E9-1-1 SERVICE
PSAP EQUIPMENT & OPERATIONS**

Article 1: Parties & Purpose

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

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

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

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

Article 2: Stipulations

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

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

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

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

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

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

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

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

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

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

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

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

Article 3: Program Deliverables – 9-1-1

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

Ownership, Transference & Disposition

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

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

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

a. 9-1-1 Equipment

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

b. Ancillary Equipment

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

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

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

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

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

Inventory

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

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

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

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

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

Security

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

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

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

Maintenance

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

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

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

Supplies

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

Training

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

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

Operations

- 3.21 Designate a PSAP Supervisor/Coordinator and provide related contact information as a single point of contact for RPC.
- 3.22 Coordinate with RPC and local elected officials in the planning for, implementation and operation of, all 9-1-1 equipment.
- 3.23 Monitor the 9-1-1 calltakers and equipment and report any failures or maintenance issues immediately to the appropriate telco and RPC.
- 3.24 Keep a log of all trouble reports and make copies available to RPC on a monthly basis.
- 3.25 Notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- 3.26 Test all 9-1-1 and Ancillary equipment for proper operation and user familiarity at least once per month. Testing should include 9-1-1 test calls, placed from a wireline and wireless telephone, for basic call scenarios, including at a minimum:
- a. 9-1-1 Call - voice, ANI/ALI verification, instant playback recording (if applicable), printer;
 - b. Call transfer'
 - c. Abandoned Call;
 - d. TDD Call;
 - e. ANI Call Back;
 - f. Administrative Call
 - g. Ancillary equipment functionality
- 3.27 Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least twice per month.
- 3.28 Log all TDD calls, as required by the Americans with Disabilities Act of 1990, and submit copies of the logs to the RPC on a monthly basis.
- 3.29 The Local Government agrees to keep all TDD equipment visible and plugged in at all times. Since not all requests for emergency assistance for the deaf, hearing-impaired and/or speech-impaired may not come in on actual 9-1-1 equipment, the equipment shall be easily accessible and ready to use for these calls. Calltakers shall be trained that that silent/open-line calls may be a TDD caller.
- 3.30 Limit access to all 9-1-1 equipment and related data only to authorized public safety personnel. Notify RPC of any and all requests for such data, prior to release of any 9-1-1 data.
- 3.31 Make no changes to 9-1-1 equipment, software or programs without prior written consent from RPC.

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

Performance Monitoring

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

Article 4: Procurement

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

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

Article 5: Left Blank Intentionally

Article 6: Left Blank Intentionally

Article 7: Financial

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

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

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

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

Article 8: Records

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

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

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

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

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

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

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

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

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

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

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

12.2 RPC's address is: 210 Premier Dr., JASPER, TX 75951
Attention: Walter G. Diggles, Executive Director

Local Government's address is: 101 W CHURCH, STE 300
Attention: POLK COUNTY JUDGE

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

Article 13: Effective Date and Term of Contract

13.1 This contract takes effect when signed on behalf of RPC and Local Government, and it ends on August 31, 2007.

Article 14: Miscellaneous

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

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

14.3 The following Attachments are part of this contract:



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

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

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

14.5 This contract is executed in duplicate originals.

SIGNATURES APPROVING INTERLOCAL AGREEMENTS

POLK COUNTY	Seal of Polk County Council of Governments
BY: 	BY: 
COUNTY JUDGE	Executive Director
August 23, 2005 DATE	8/20/05 DATE

ATTACHMENTS

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

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

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

Attachment A
Memorandum of Understanding

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

See attached.

RPC Policy and Procedures Manual

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

**Attachment C
Ownership Agreement**

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

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

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

Attach equipment inventory list.

**Attachment D
Transfer of Ownership Form**

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

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

Inventory Number Current Assignee:

Property Description Location:

Serial Number Signature:

Acquisition Date Date:

Acquisition Cost New Assignee:

Vendor Location:

Invoice Number Signature:

Purchase Order Number Date:

Condition of Property Continued:

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

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

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

Attachment E
CSEC Approved Strategic Plan
For Local Governmental PSAP Operations

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

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

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

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

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

Program Deliverables-

Monthly Trouble Report

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

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

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

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

Quality Assurance Inspections

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

Attachment G

CSEC Legislation, Rules, Policies and Procedures

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

COPY

#8

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
AND
Polk County**

I. PERIOD OF AGREEMENT

The terms of this Memorandum of Understanding (MOU) between the Deep East Council of Governments (DETCOG) and Polk County is effective as of **September 1, 2005**.

Either DETCOG or the Polk County may propose amendments to this MOU at any time by providing written notice. To become effective, amendments shall require approval of the DETCOG Executive Director, DETCOG STAR Director, and Polk County, County Judge.

This MOU will assist DETCOG in effectively providing quality services to at-risk youths and their families. DETCOG's policies stipulate "no youth will be denied services due to refusal of the family to participate in counseling. If the family is unavailable or refuses to participate, the youth will be seen and provided counseling services at school or STAR offices." The following counties are currently provided STAR services: Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler.

II. PURPOSE

1. Jointly participate in the development and implementation of Services to At-Risk Youth program "STAR" in the Deep East Texas region, including the most efficient use of the Department of Family and Protective Services (DFPS) STAR program funds. DFPS places its highest priority on keeping youths in their homes. (Family Preservation) We will receive referrals from CPS workers, juvenile probation officers, and ISD'S who can refer families to STAR. These agencies will also work with the STAR program to provide training on what type of clients we can work with.

2. Encourage the development of mutual training activities for providers of services to youth personnel at the regional levels, with particular emphasis on prevention techniques, family crisis intervention, and enhancement of client self-determination. This can be achieved whenever there is an opportunity for cross training to assist each agency employee's understanding of the requirements for acceptance in their program.

3. Coordinate case referral procedures for clients and their families to assure that the most appropriate and least restrictive service is accessible and that confidentiality is maintained.

4. Ensure that staff at the local level coordinates services and work together to carry out the mutual objectives of the two agencies.

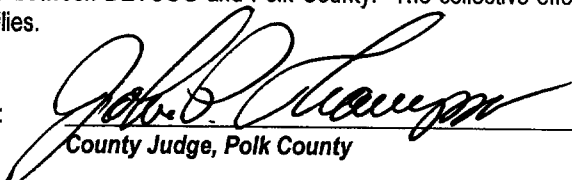
III. CONTACT PERSONS

DETCOG will remain in contact with juvenile and local officials in the counties STAR services are provided. There will be communication as needed or meetings called to provide updates on the STAR program.

IV. CERTIFICATION

The signatures below acknowledge the existence of this MOU between DETCOG and Polk County. The collective efforts of each person involved will be a great asset to STAR youths and their families.

BY: 
Executive Director, DETCOG

BY: 
County Judge, Polk County

BY: 
Director, STAR Program

Approved by Commissioners Court
August 23, 2005

COPY

#9

LEASE AGREEMENT

This lease is made and executed by and between Polk County, 602 East Church Street, Livingston, Polk County, Texas herein called Lessor, and Deep East Texas Council of Governments, 210 Premier Drive, Jasper, Jasper County, Texas herein called Lessee.

DESCRIPTION OF PREMISES

Lessor leases to Lessee, as herein provided, the premises located in Livingston, Polk County Texas and more particularly described as follows:

Office space approximately 12x20 or 240 square feet in the Polk County Courthouse located on 602 East Church Street in Livingston, Polk County.
OFFICE BUILDING

TERM

The term of this Lease is from **September 1, 2005 to August 31, 2006.**

RENT


This occupied space is donated to Deep East Texas Council of Governments at no cost. DETCOG is responsible for telephone usage only.

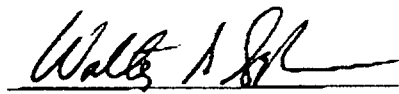
USES OF PREMISES

The premises are leased for use as an *Office Building*. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent of the Lessor.

Lessee shall hold Lessor free and harmless from any and all liability claims from the use of these facilities.

Executed in duplicate originals this 23rd day of August, 2005.


John Thompson
County Judge


Walter G. Diggles, Lessee
Executive Director

COPY

#11

**AGREEMENT
Amendment No. 5**

**STATE OF TEXAS
COUNTY OF BRAZOS**

The Contract negotiated and executed on September 1, 1997 by and between Brazos Transit District (BTD) and the COUNTY OF POLK (Polk County), is amended to read as follows:

TERM

This agreement shall be for a period of two (2) years, commencing on September 1, 2005 and expiring on August 31, 2007.

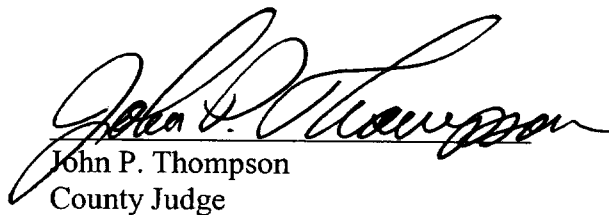
Funds received from the county will be used as local share.

All other terms of the original Agreement dated September 1, 1997 are still in effect.

BRAZOS TRANSIT DISTRICT

COUNTY OF POLK

John M. McBeth
General Manager



John P. Thompson
County Judge

August 15, 2005
Date

August 23, 2005
Date



#13

Engagement Letter

August 17, 2005

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

We are pleased to confirm our understanding of the services we are to provide to Polk County Texas for the years ended September 30, 2005 and 2006. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the entity's basic financial statements, of Polk County Texas for the years ended September 30, 2005 and 2006. The financial statements will include IAH Public Facility Corporation as a component unit; however, this entity will be audited by another firm. The document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Management's discussion and analysis
2. Schedule of expenditures of federal awards (if required)

The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Transmittal letter
2. Statistical section

730 N. Post Oak Road, Suite 202
Houston, Texas 77024
(713) 263-1123 voice
(713) 263-1550 fax

*mailed
8-25-05
jr
c.c.: Auditor*

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of

adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review by the beginning of fieldwork

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the County's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to Commissioners Court; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a

corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to any Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The time estimates used to project our fees are based on anticipated cooperation from your personnel and management fulfilling its responsibility. Our time budget for this engagement does not include addressing matters related to management's responsibilities, such as modifications to the County's financial information, additional procedures related to alleged noncompliance with laws and regulations and similar improprieties, the County's lack of preparation for the audit, and similar matters. Such time requirements have not been included in the estimate and would be billed in addition to the fees quoted at our standard hourly rates and actual costs incurred, including legal consultations, if necessary. We will notify the appropriate party when such conditions are encountered, such as identifying schedules not prepared, out-of-balance accounts, alleged violations, etc. When possible, we will provide management with options for alleviating the condition. If it appears the item will not be addressed by the County, we may perform procedures to address incidental matters to facilitate timely completion of the audit. To the extent possible, we will obtain approval before performing additional work for matters considered significant to the original proposed fee. Due to the nature of our work, such approval may not always be possible, i.e., we may be legally compelled by subpoena or similar request to expend additional time and incur other expenses to handle matters arising from this engagement.

As is customary in the industry the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered. Our fee estimate for the audit of the County's general purpose financial statements for the year ended September 30, 2005, is \$30,093, and for the year ended September 30, 2006, is \$31,296, which will include reporting and disclosure of IAH Public Facility Corporation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we

Polk County, Texas

Page 6 of 6

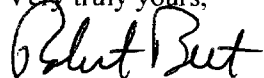
have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permissions to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

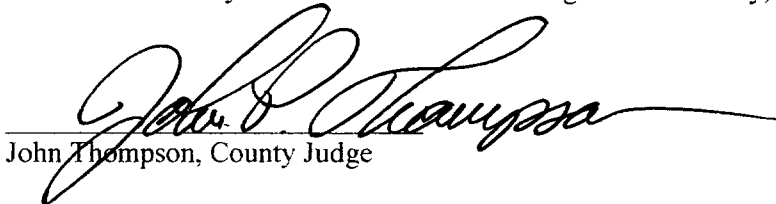
Very truly yours,



Robert Belt, CPA

RESPONSE:

This letter correctly sets forth the understanding of Polk County, Texas.



John Thompson, County Judge

Date: August 23, 2005

#15

REIMBURSEMENT RESOLUTION
Capital Outlay Purchases
August 23,2005

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
ABS ABATEMENT REMEDIA.	M.G.RILEY BLDG.	GEN ADMIN	010-691-571	\$ 2,900.00
DAVIS & BROWN CONST.	PUNK ROAD CULVERT	R&B#3	015-623-575	\$ 21,905.00
MUSTANG CAT	MOTOR GRADER	R&B#3	015-623-571	\$ 191,400.00
MUSTANG CAT	MOTOR GRADER	R&B#3	015-623-571	\$ 191,400.00
MUSTANG CAT	BUY BACK 2- MOTOR GRADER	R&B#3	015-623-571	\$(203,650.00)
TOTAL				<u>\$ 203,955.00</u>

#16

Budget Revision
~~AMENDMENTS~~ CHANGES BY FUND

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

#2005-21

THE PRECEDING LIST OF ~~AMENDMENTS~~ **REVISIONS** WAS REVIEWED AND APPROVED

[Signature]

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

COPY

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-512-391	MEDICAL SERVICES	08/03/2005	2K5R21	91,500.00	90,300.00	1,200.00-	MOVE FUNDS TO MEDICAL SUPPL K	K
2005 010-512-392	MEDICAL-SUPPLIES	08/03/2005	2K5R21	7,500.00	8,700.00	1,200.00	MOVE FUNDS FROM MEDICAL SER K	K
EXPENSE SUMMARY - JAIL				TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 010-552-300	UNIFORMS	08/03/2005	2K5R21	1,084.00	1,184.00	100.00	MOVE FUNDS FROM TRAVEL/B.CU K	K
2005 010-552-427	TRAVEL/TRAINING	08/03/2005	2K5R21	348.00	248.00	100.00-	MOVE FUNDS TO UNIFORMS/B.CU K	K
SUMMARY-CONSTABLE, PCT. #2				TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 015-622-100	PCT 2 BUDGET CARRY	08/03/2005	2K5R21	22,317.61	20,317.61	2,000.00-	MOVE FUNDS TO CULVERTS/B.SM K	K
2005 015-622-338	CULVERTS	08/03/2005	2K5R21	10,283.38	12,283.38	2,000.00	MOVE FUNDS FROM CARRYOVER/B K	K
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-499-330	FURNISHED TRANSPOR	08/17/2005	2K5R21	800.00	1,207.00	407.00- MOVE FUNDS FROM DUES/M,SMIT	K
2005 010-499-481	DUES	08/17/2005	2K5R21	1,750.00	1,343.00	407.00- MOVE FUNDS TO FURNISHED TRA	K
EXPENSE SUMMARY-TAX ASSES/COIL				TOTAL AMENDMENTS 2	TOTAL CHANGES		
2005 010-512-300	UNIFORMS	08/10/2005	2K5R21	2,260.00	2,060.00	200.00- MOVE FUNDS TO OFC SUPPLIES; K	K
2005 010-512-315	OFFICE SUPPLIES	08/10/2005	2K5R21	5,200.00	5,400.00	200.00- MOVE FUNDS FROM UNIFORMS/M, K	K
2005 010-512-342	LAUNDRY SUPPLIES	08/15/2005	2K5R21	5,000.00	4,500.00	500.00- MOVE FUNDS TO TRAVEL/K,HAMM K	K
2005 010-512-427	TRAVEL/TRAINING	08/15/2005	2K5R21	3,500.00	4,000.00	500.00- MOVE FUNDS FROM LAUNDRY SUP	K
EXPENSE SUMMARY - JAIL				TOTAL AMENDMENTS 4	TOTAL CHANGES		
2005 010-560-105	SALARIES	08/15/2005	2K5R21	1,208,232.87	1,201,732.87	6,500.00- MOVE FUNDS TO P/T SALARIES; K	K
2005 010-560-108	SALARIES	08/15/2005	2K5R21	30,939.57	37,439.57	6,500.00- MOVE FUNDS FROM SALARIES; K	K
EXPENSE SUMMARY - SHERIFF DEPT				TOTAL AMENDMENTS 2	TOTAL CHANGES		
2005 010-697-315	OFFICE SUPPLIES	08/10/2005	2K5R21	1,650.00	2,000.00	350.00- MOVE FUNDS FROM OTHER LINE	K
2005 010-697-330	FUEL/OIL	08/10/2005	2K5R21	2,000.00	2,500.00	500.00- MOVE FUNDS FROM TRAVEL/J,BA K	K
2005 010-697-354	TIRES/TUBES	08/10/2005	2K5R21	500.00	425.00	75.00- MOVE FUNDS TO OFC SUPPLIES; K	K
2005 010-697-427	TRAVEL/TRAINING	08/10/2005	2K5R21	3,475.00	2,975.00	500.00- MOVE FUNDS TO FUEL/J,BARBEE K	K
2005 010-697-456	EQUIPMENT/PARTS/RE	08/10/2005	2K5R21	2,225.00	2,825.00	600.00- MOVE FUNDS FROM INMATE WORK K	K
2005 010-697-460	INMATE WORKCREW	08/10/2005	2K5R21	3,900.00	3,300.00	600.00- MOVE FUNDS TO EQUIP/PARTS/R K	K
2005 010-697-480	SUBSCRIPTIONS	08/10/2005	2K5R21	150.00	25.00	125.00- MOVE FUNDS TO OFC SUPPLIES; K	K
2005 010-697-481	DUES	08/10/2005	2K5R21	250.00	100.00	150.00- MOVE FUNDS TO OFC SUPPLIES; K	K
EXPENSE SUMMARY-ENV ENFORCEMENT				TOTAL AMENDMENTS 8	TOTAL CHANGES		
2005 015-369-200	CULVERT/MATERIAL R	08/10/2005	2K5R21	76,018.76	80,094.52	4,075.76- RECORD CK CITY OF ONALASKA; K	K
2005 015-369-200	CULVERT/MATERIAL R	08/10/2005	2K5R21	80,094.52	88,432.44	8,337.92- RECORD CK CITY OF ONALASKA; K	K
2005 015-369-200	CULVERT/MATERIAL R	08/10/2005	2K5R21	88,432.44	105,881.44	17,448.97- RECORD CK PINE HARBOR C.C.; K	K
TOTAL AMENDMENTS 3			TOTAL CHANGES	29,862.65			
2005 015-370-017	TRANSFER FROM LATE	08/15/2005	2K5R21	.00	2,666.75	2,666.75- MOVE FUNDS FROM LATERAL RD	K
2005 015-370-032	TRANSFER FROM WAST	08/15/2005	2K5R21	.00	2,666.75	2,666.75- MOVE FUNDS FROM LATERAL RD	K
2005 015-370-032	TRANSFER FROM WAST	08/15/2005	2K5R21	2,666.75	2,666.75	2,666.75- CORRECT AMENDMENT 2K5R21;WR K	K
TOTAL AMENDMENTS 3			TOTAL CHANGES	2,666.75			
2005 015-620-621	PERMANENT ROAD EXPENDITURES	08/15/2005	2K5R21	45,000.00	45,000.00	45,000.00- MOVE FUNDS TO REGULAR BUDGE	K
TOTAL AMENDMENTS 1			TOTAL CHANGES	.00			
2005 015-621-108	SALARY - PART TIME	08/15/2005	2K5R21	8,144.61	13,444.61	5,300.00- MOVE FUNDS FROM CONST MATER K	K
2005 015-621-330	FUEL/OIL	08/15/2005	2K5R21	45,000.00	50,000.00	5,000.00- MOVE FUNDS FROM CONST. WATE K	K
2005 015-621-339	CONSTRUCTION CONTR	08/15/2005	2K5R21	158,103.39	203,103.39	45,000.00- MOVE FUNDS FROM PERM ROAD;B K	K
2005 015-621-339	CONSTRUCTION CONTR	08/15/2005	2K5R21	203,103.39	205,770.14	2,666.75- MOVE FUNDS FROM PCT 1 LATER K	K
2005 015-621-430	TELEPHONE	08/15/2005	2K5R21	2,500.00	2,850.00	350.00- MOVE FUNDS FROM CONST MATER K	K
2005 015-621-466	PARTS & REPAIR	08/15/2005	2K5R21	37,000.00	42,000.00	5,000.00- MOVE FUNDS FROM CONST MATER K	K
2005 015-621-461	EQUIPMENT RENTAL	08/15/2005	2K5R21	5,000.00	3,038.97	3,038.97- MOVE FUNDS FROM CONST. WATE K	K
TOTAL AMENDMENTS 8			TOTAL CHANGES	47,666.75			
2005 015-622-339	CONSTRUCTION CONTR	08/10/2005	2K5R21	58,592.43	62,666.19	4,075.76- RECORD CK CITY OF ONALASKA; K	K
2005 015-622-339	CONSTRUCTION CONTR	08/10/2005	2K5R21	62,666.19	71,006.11	8,337.92- RECORD CK CITY OF ONALASKA; K	K
2005 015-622-339	CONSTRUCTION CONTR	08/10/2005	2K5R21	71,006.11	88,455.08	17,448.97- RECORD CK PINE HARBOR C.C.; K	K
2005 015-622-354	TIRES/TUBES	08/15/2005	2K5R21	10,000.00	8,000.00	2,000.00- MOVE FUNDS TO PARTS/REPAIRS K	K
2005 015-622-466	PARTS & REPAIR	08/15/2005	2K5R21	77,000.00	77,000.00	2,000.00- MOVE FUNDS FROM TIRES/TUBES K	K
2005 015-622-466	PARTS & REPAIR	08/15/2005	2K5R21	77,000.00	78,000.00	1,000.00- MOVE FUNDS FROM CAPITAL OUT K	K
2005 015-622-572	OFFICE FURNISHING/	08/15/2005	2K5R21	11,108.00	10,108.00	1,000.00- MOVE FUNDS TO PARTS/REPAIRS K	K
TOTAL AMENDMENTS 7			TOTAL CHANGES	29,862.65			

REPORT OF GENERAL LEDGER AMENDMENTS

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 015-623-105	SALARIES	08/10/2005	2K5R21	316,169.86	313,769.86	2,400.00-	MOVE FUNDS TO PART/TIME SAL	K
2005 015-623-108	SALARIES - PART/TT	08/10/2005	2K5R21	11,826.85	14,228.85	2,400.00	MOVE FUNDS FROM SALARIES;B.	K
2005 015-623-420	TELEPHONE	08/10/2005	2K5R21	3,900.00	4,685.00	785.00	MOVE FUNDS FROM PARTS/REPAIR	K
2005 015-623-440	ELECTRICITY	08/10/2005	2K5R21	5,500.00	6,605.00	1,105.00	MOVE FUNDS FROM PARTS/REPAIR	K
2005 015-623-456	PARTS & REPAIRS	08/10/2005	2K5R21	154,424.49	152,534.49	1,890.00-	MOVE FUNDS TO TELEPHONE & E	K
PRECINCT #3 EXPENSE SUMMARY				TOTAL AMENDMENTS	5 TOTAL CHANGES	.00		
2005 017-621-339	PCT 1 LATERAL ROAD	08/15/2005	2K5R21	10,010.75	7,344.00	2,666.75-	MOVE FUNDS TO REG BUDGET MA	K
				TOTAL AMENDMENTS	1 TOTAL CHANGES	2,666.75-		
2005 017-700-015	TRANSFER FUNDS TO	08/15/2005	2K5R21	.00	2,666.75	2,666.75	MOVE FUNDS FROM PCT 1 EXPEN	K
				TOTAL AMENDMENTS	1 TOTAL CHANGES	2,666.75		

REVISIONS

#17

Budget
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	2,481.27
THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.	
B. L. DOCKENS	
COUNTY AUDITOR	
JOHN B. THOMPSON	
COUNTY JUDGE	

John B. Thompson

2005-21a

#2005-21(A)

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REPORT OF GENERAL LEDGER AMENDMENTS

GR1122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMEND BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-456-105	SALARY - SECRETARY	08/23/2005	2KSA21	22,466.16	24,196.75	1,720.59	AMEND FOR NEW POSITION/SECR X	
2005 010-455-201	SOCIAL SECURITY	08/23/2005	2KSA21	5,028.02	5,159.65	131.63	AMEND FOR NEW POSITION/SECR X	
2005 010-456-202	GROUP INSURANCE	08/23/2005	2KSA21	11,863.68	12,358.00	494.32	AMEND FOR NEW POSITION/SECR K	
2005 010-456-203	RETIREMENT	08/23/2005	2KSA21	4,059.04	4,179.31	120.27	AMEND FOR NEW POSITION/SECR K	
2005 010-456-204	WORKERS COMPENSATI	08/23/2005	2KSA21	328.30	337.94	9.64	AMEND FOR NEW POSITION/SECR X	
2005 010-456-206	UNEMPLOYMENT INSUR	08/23/2005	2KSA21	89.52	97.44	7.92	AMEND FOR NEW POSITION/SECR K	
TOTAL AMENDMENTS				5	TOTAL CHANGES		2,481.27	

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	45,982.18
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	1,186.88
027	SECURITY	100.67
040	LAW LIBRARY FUND	53.54
049	DISTRICT ATTY HOT CHECK FUND	48.18
051	AGING	1,632.86
088	JUDICIARY FUND	142.80
093	CO CLERK RECORDS MGMT FUND	117.04
TOTAL OF ALL FUNDS		49,324.10

194174-194199

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,122.20
015	ROAD & BRIDGE ADM	785.99
049	DISTRICT ATTY HOT CHECK FUND	524.82
TOTAL OF ALL FUNDS		3,433.01

194200-194206

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

B. L. DOCKENS *B. L. Dockens*
COUNTY AUDITOR _____
JOHN P. THOMPSON _____
COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,000.00
061	DEBT SERVICE FUND	46,133.02
090	DRUG FORFEITURE FUND	1,076.52
	TOTAL OF ALL FUNDS	57,209.54

194207-194210

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,000.00
011 HOTEL OCCUPANCY TAX FUND	3,320.87

TOTAL OF ALL FUNDS	11,320.87

CK# 194211

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON John P. Thompson

COUNTY JUDGE _____

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	750.00

TOTAL OF ALL FUNDS	750.00

093039-093084

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	870.00

TOTAL OF ALL FUNDS	870.00

093085-093154

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	492.00

TOTAL OF ALL FUNDS	492.00

093155-093192

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

B. L. DOCKENS *B. L. Dockens*
COUNTY AUDITOR _____
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	498.00
TOTAL OF ALL FUNDS	498.00

093193-093245

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	426.00
TOTAL OF ALL FUNDS	426.00

093246-093273

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	630.00

TOTAL OF ALL FUNDS	630.00

093274-093320

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	48.00
TOTAL OF ALL FUNDS	48.00

093321-093328

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	456.00
	TOTAL OF ALL FUNDS	456.00

093329-093366

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	582.00

TOTAL OF ALL FUNDS	582.00

093367-093407

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	162.00
TOTAL OF ALL FUNDS	162.00

093408-093434

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	582.00

TOTAL OF ALL FUNDS	582.00

093435-093473

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS	
010 GENERAL FUND	702.00	<i>093493-093540</i>
TOTAL OF ALL FUNDS	702.00	

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
092 AVAILABLE SCHOOL FUND ACCT	120,000.00

TOTAL OF ALL FUNDS	120,000.00

Acct
585

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACIF
586

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	41,126.88

TOTAL OF ALL FUNDS	41,126.88

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
061 DEBT SERVICE FUND	511,150.00

TOTAL OF ALL FUNDS	511,150.00

ACCT
587

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	41,269.62
015	ROAD & BRIDGE ADM	9,853.65
027	SECURITY	290.25
049	DISTRICT ATTY HOT CHECK FUND	538.70
051	AGING	978.79
083	MUSEUM OPERATING FUND	82.13
101	ADULT SUPERVISION	7,696.72
185	CCAP - JUVENILE PROBATION	3,300.69
TOTAL OF ALL FUNDS		64,010.55

ACT 588

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	129,252.46
015	ROAD & BRIDGE ADM	35,023.59
027	SECURITY	1,131.36
049	DISTRICT ATTY HOT CHECK FUND	1,481.73
051	AGING	4,101.88
083	MUSEUM OPERATING FUND	345.92
101	ADULT SUPERVISION	22,130.64
185	CCAP - JUVENILE PROBATION	10,041.48
TOTAL OF ALL FUNDS		203,509.06

ACT 589

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

B. L. DOCKENS *B. L. Dockens*
 COUNTY AUDITOR _____
 JOHN P. THOMPSON *John P. Thompson*
 COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	70.22
TOTAL OF ALL FUNDS	70.22

*ACH
590*

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	2,124.59
015	ROAD & BRIDGE ADM	515.84
	TOTAL OF ALL FUNDS	2,640.43

Act 591

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	251,976.55
061 DEBT SERVICE FUND	65,225.69

TOTAL OF ALL FUNDS	317,202.24

194212-194216

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE _____

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,253.85
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,335.04
185	CCAP - JUVENILE PROBATION	612.14
TOTAL OF ALL FUNDS		3,501.03

194217-194222

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,371.98
015	ROAD & BRIDGE ADM	383.40
049	DISTRICT ATTY HOT CHECK FUND	81.24
051	AGING	148.46
088	JUDICIARY FUND	351.90
TOTAL OF ALL FUNDS		11,336.98

194223-194265

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

B. L. DOCKENS *B. L. Dockens*
COUNTY AUDITOR _____
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	107,528.14
015	ROAD & BRIDGE ADM	107,416.91
049	DISTRICT ATTY HOT CHECK FUND	147.85
051	AGING	4,247.61
093	CO CLERK RECORDS MGMT FUND	1,051.00
TOTAL OF ALL FUNDS		220,391.51

194266-194413

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	11,494.50

TOTAL OF ALL FUNDS	11,494.50

194414-194428

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE *John P. Thompson*

VOL 51 PAGE 1051

ADDENDUM
SCHEDULE OF BILLS FOR
AUG 23, 2005
FY2005

CHEVRON	\$	150.06	SHERIFF DEPT
CHEVRON	\$	109.33	JAIL TRANSPORT
CHEVRON	\$	1,091.18	MAINT ENG.
K-9 CONCEPTS, INC	\$	11,800.00	SHERIFF DEPT
LYONS, BYRON	\$	76.00	SHERIFF DEPT
ROGERS HOTEL	\$	66.67	SHERIFF DEPT
WAL MART	\$	3,646.28	VARIOUS DEPARTMENTS
WHEALY, CRAIG	\$	1,800.00	EXTENSION 4
TOTAL	\$	<u>18,739.52</u>	



#19

DATE: AUGUST 10 THROUGH AUGUST 23, 2005

COPY

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(2)	TERRI JEAN BARBEE	COUNTY CLERK	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/01	\$18,439.02	TRANSFER TO JP # 2, REG FLT #102 - SECRETARY I (1001) \$17,550.53 EFFECTIVE 09/01/2005
(3)							
(4)							
(5)							
(6)							
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(21)							
(22)							
(23)							

\$17,550.53