



POLK COUNTY COMMISSIONERS COURT

July 25, 2006
10:00 A.M.

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.
- OLD BUSINESS**
4. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO TxDOT OFF SYSTEM BRIDGE REPAIR/ REPLACEMENT PROGRAM.
- NEW BUSINESS**
5. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 11, 2006.
6. RECEIVE REPORT AND RECOMMENDATION OF COUNTY FACILITY STUDY GROUP.
7. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-15, "THE SALE OF SURPLUS VEHICLES, PRECINCT 1, AS FOLLOWS; ONE (1) 2001 CHEVY 2500 H/D SILVERADO; ONE (1) 1994 CHEVY 2500 H/D SILVERADO; AND ONE (1) 1994 CHEVY C1500."
8. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-16, "PRECINCT 1, PURCHASE OF ONE (1) USED WATER TRUCK, 2000 YEAR MODEL OR LATER".
9. CONSIDER APPROVAL OF CONTRACT RENEWAL WITH UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB) AT GALVESTON FOR INDIGENT HEALTH SERVICES FOR ONE YEAR TERM ENDING AUGUST 31, 2007.
10. CONSIDER APPROVAL OF COUNTY CLERK'S REQUEST TO APPOINT ELECTION JUDGES AND ALTERNATES FOR THE REMAINDER OF CURRENT (2 YR.) TERM THROUGH JULY 2007 AND TO FILL VACANCIES OCCURRING SINCE LAST YEAR'S APPOINTMENTS.
11. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF ENVIRONMENTAL ENFORCEMENT APPLICATION FOR DETCOG SOLID WASTE GRANT FUNDING.
12. CONSIDER APPROVAL FOR APPOINTMENT AND BOND OF DANA GLEN PIPER, RESERVE DEPUTY CONSTABLE, PRECINCT 3.
13. CONSIDER APPROVAL OF PRELIMINARY PLAT FOR SCENIC WOODS SUBDIVISION, PCT. #1.
14. CONSIDER REQUEST TO ESTABLISH POLICY FOR PAYMENT OF BONDS FOR RESERVE OFFICERS, INCLUDING RESERVE DEPUTY CONSTABLES.
15. RATIFY AGREEMENT WITH VERIZON WIRELESS FOR REMOTE DATA ACCESS SERVICES.
16. CONSIDER APPROVAL OF ORDER DECLARING SURPLUS PROPERTY, PRECINCT 2: ONE (1) 1985 FORD PICKUP (OFFERED AS TRADE-IN ON PREVIOUSLY APPROVED PURCHASE).
17. CONSIDER APPROVAL OF ORDER DESIGNATING THE OFFICIAL COUNTY FORECLOSURE SITE FOR HOLDING SUB-TRUSTEE SALES ON THE FIRST TUESDAY OF EVERY MONTH.
18. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
19. CONSIDER APPROVAL OF FINAL REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, FY2006.
20. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
21. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
22. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
23. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: July 19, 2006

I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday July 19, 2006 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY: Sarah Chance (Deputy)

FILED FOR RECORD

2006 JUL 19 A 9:23

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK



July 25, 2006
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas
County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting #2006-078

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 25, 2006 at 10:00 A.M.

AMEND TO ADD;

24. CONSIDER REQUEST FOR APPROVAL OF CIRA NETWORK AND INTERNET SERVICES AGREEMENT, RELATED TO JUDICIAL/PROBATION VIDEO CONFERENCING.
25. CONSIDER PCT. 4 COMMISSIONER'S REQUEST FOR APPROVAL OF EMERGENCY BRIDGE REPAIR ON TURKEY CREEK AT PLANTATION DRIVE AND INCLUSION OF COST OF SAID REPAIR ON REIMBURSEMENT RESOLUTION FOR THE ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR/REPLACEMENT POLICY.
26. CONSIDER PCT. 4 COMMISSIONER'S REQUEST FOR APPROVAL TO ADVERTISE FOR BIDS FOR THE REPAIR/REPLACEMENT OF BRIDGES, AS FOLLOWS;
LITTLE KIMBLE CREEK AT DILLON ROAD; BLUFF CREEK AT DARDEN RD.; WEST SPRING BRANCH AT TURKEY CREEK DRIVE; DRY BRANCH OF MENARD CREEK AT TRAM ROAD; TURKEY CREEK AT MILL GATE RD.
TO BE FUNDED BY ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR/REPLACEMENT POLICY.
27. CONSIDER PCT. 3 COMMISSIONER'S REQUEST FOR APPROVAL TO ADVERTISE FOR BIDS FOR THE REPAIR/REPLACEMENT OF SUGAR ROAD BRIDGE
TO BE FUNDED BY ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR/REPLACEMENT POLICY.
28. CONSIDER REQUEST FROM BROWN & GAY ENGINEERS, INC., AS CONTRACTOR FOR TxDOT, TO APPROVE CLOSURE OF FM942 AT LONG KING CREEK, LONG KING CREEK RELIEF, MUD CREEK AND BARNETT CREEK DURING REPLACEMENT OF APPROACH ROADWAY AND BRIDGES.
29. CONSIDER APPROVAL OF AMENDED INTERLOCAL AGREEMENT WITH LIMESTONE COUNTY FOR THE HOUSING OF COUNTY INMATES DURING PERIODS OF MAXIMUM JAIL POPULATION, CHANGING PER DIEM CHARGE FROM \$40.00 TO \$42.00.
30. CONSIDER APPROVAL TO REPLACE CERTAIN COUNTY POSTAGE METERS.
31. CONSIDER AMENDED INTERLOCAL COOPERATION AGREEMENT WITH FORT BEND COUNTY FOR THE HOUSING OF THEIR INMATES AT THE IAH DETENTION FACILITY, TO CLARIFY EFFECTIVE DATE OF MAY 1, 2006, ONLY.
32. CONSIDER APPROVAL OF COUNTY TREASURER'S 3RD QTR. REPORT, FY06.

Dated: Friday, July 21, 2006.

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, July 21, 2006 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY Sarah Chance, Deputy

**COMMISSIONERS COURT
AGENDA POSTING #2006 - 078**

BE IT REMEMBERED ON THIS THE 25th DAY OF JULY, 2006
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, RONNIE VINCENT - COMMISSIONER PCT #2,
JAMES J. "Buddy" PURVIS - COMMISSIONER PCT #3, C.T."TOMMY" OVERSTREET
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK & B.L. "BOB"
DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND
DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION AND PLEDGES GIVEN BY BOB DOCKENS, COUNTY AUDITOR.
2. PUBLIC COMMENTS:
 - A. LES LeBLANC GAVE COMMENTS DIRECTED TO COMMISSIONER OVERSTREET.
3. INFORMATIONAL REPORTS:
 - A. JUDGE THOMPSON REPORTED THAT SHERIFF HAMMACK'S MOTHER HAD PASSED AWAY LAST WEEK-END AND THE SERVICE IS THIS MORNING IN LUFKIN.
 - B. COUNTY CLERK, BARBARA MIDDLETON REPORTED ATTENDING THE SECRETARY OF STATE'S ANNUAL ELECTION LAW SEMINAR THIS PAST WEEK IN AUSTIN.
24. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE **CIRA (COUNTY INFORMATION RESOURCES AGENCY) NETWORK AND INTERNET SERVICES AGREEMENT**, RELATED TO JUDICIAL / PROBATION VIDEO CONFERENCING AS REQUESTED BY JUVENILE PROBATION DEPARTMENT JEAN LeBLANC, TO BE **FUNDED THROUGH THE INDIGENT DEFENSE DISCRETIONARY GRANT**.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO **RECEIVE REPORT AND RECOMMENDATION OF COUNTY FACILITY STUDY GROUP**.
ALL VOTING YES. (SEE ATTACHED)

OLD BUSINESS

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO **DESIGNATE PRIORITY BRIDGES FOR THE TxDOT OFF-SYSTEM BRIDGE REPAIR/REPLACEMENT PROGRAM**, LISTED AS FOLLOWS;
 - PRECINCT #3**
 - #1 - UNION SPRINGS RD. AT BEAR CREEK
 - #2 - CR 191 AT BURNETT CREEK
 - #3 - CR 156 AT SANDY CREEK - #001
 - #4 - HOWELL RD. AT PACES CREEK - STR.001
 - PRECINCT #4**
 - #1 - CR 251 AT WOODS CREEK #001
 - #2 - CR 366 AT MENARD CREEK - HOLLYGROVE
 ALL VOTING YES. (SEE ATTACHED)

NEW BUSINESS

5. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE THE **MINUTES FOR THE REGULAR MEETING ON JULY 11, 2006**, INCLUDING NOTED CORRECTIONS.
ALL VOTING YES.

7. **BID #2006-15**
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO **REJECT ALL BIDS AND RE-ADVERTISE THE SALE OF SURPLUS VEHICLES, PRECINCT #1**,
ONE (1) CHEVY 2500 H/D SILVERADO
ONE (1) 1994 CHEVY 2500 H/D SILVERADO
ONE (1) 1994 CHEVY C1500.
ALL VOTING YES.

8. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO **DELETE ITEM #8**
CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2005-16, "THE PCT #1
PURCHASE OF (1) USED WATER TRUCK."
ALL VOTING YES.

9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE
CONTRACT RENEWAL WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB)
AT GALVESTON FOR **INDIGENT HEALTH SERVICES FOR ONE YEAR TERM** ENDING
AUGUST 31, 2007.
ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE
COUNTY CLERK'S REQUEST **APPOINTING ELECTION JUDGES & ALTERNATES** FOR
THE **REMAINDER OF CURRENT (2 Year) TERM** THROUGH **JULY 2007** AND TO FILL
VACANCIES OCCURING SINCE LAST YEARS APPOINTMENTS.
ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE
RESOLUTION IN SUPPORT OF ENVIROMENTAL ENFORCEMENT APPLICATION
FOR **DETCOG SOLID WASTE GRANT FUNDING**, FOR THE PURCHASE OF ONE
SURVEILLANCE CAMERA.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE
THE **APPOINTMENT AND BOND OF DANA GLEN PIPER, RESERVE DEPTY CONSTABLE**
PRECINCT #3.
ALL VOTING YES.

13. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE
THE **PRELIMINARY PLAT FOR SCENIC WOODS SUBDIVISION, PRECINCT #1**.
ALL VOTING YES.

14. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO ESTABLISH
POLICY FOR **PAYMENT OF BONDS FOR RESERVE OFFICERS, INCLUDING RESERVE**
DEPUTY CONSTABLES, WITH APPROVAL FOR THE COUNTY TO FUND FUTURE BONDS
AND TO **OBTAIN INFORMAL BIDS CONCERNING SAID BONDS**.
ALL VOTING YES.

15. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO **RATIFY THE**
AGREEMENT WITH VERIZON WIRELESS FOR REMOTE DATA ACCESS SERVICES.
ALL VOTING YES. (SEE ATTACHED)

16. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE **"ORDER" DECLARING SURPLUS PROPERTY, PRECINCT #2; ONE (1) 1985 FORD DUMP TRUCK** (OFFERED AS TRADE-IN ON PREVIOUSLY APPROVED PURCHASE).
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE **"ORDER" DESIGNATING THE OFFICIAL COUNTY FORECLOSURE SITE FOR HOLDING SUB-TRUSTEE SALES ON THE FIRST TUESDAY OF EVERY MONTH.**
ALL VOTING YES. (SEE ATTACHED)
18. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO **RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.**
ALL VOTING YES.
19. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO **APPROVE FINAL REIMBURSEMENT RESOLUTION FOR CAPTIAL PURCHASES FY-2006.**
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE **BUDGET REVISIONS # 2006-19, AS PRESENTED BY THE COUNTY AUDITOR.**
ALL VOTING YES. (SEE ATTACHED)
21. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO APPROVE **BUDGET AMENDMENTS #2006-19 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.**
ALL VOTING YES. (SEE ATTACHED)
22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, **APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, INCLUDING ADDENDUM.**
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
07/11/06	43,974.94	199947 – 199958
07/11/06	54,541.78	199959 – 199960
07/11/06	81,115.70	199961
07/14/06	4,211.43	199962 – 199968
07/14/06	36,157.74	ACH 747
07/14/06	8,456.02	ACH 748
07/14/06	23,997.53	ACH 749
07/14/06	214,483.49	ACH 750
07/14/06	3,291.99	ACH 751
07/18/06	9,575.53	199969 – 199987
07/18/06	276,113.92	199988 - 200186
07/19/06	15,391.50	Recurring bills to be paid 8/01/06
07/19/06	114,500.00	ACH 752
07/25/06	806,622.90	Addendum (To appear on future schedule)
TOTAL	\$ 1,692,414.47	

23. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE **THE PERSONNEL ACTION FORMS.**
ALL VOTING YES. (SEE ATTACHED)
25. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPROVAL OF **EMERGENCY BRIDGE REPAIR, PRECINCT #4, ON TURKEY CREEK AT PLANTATION DRIVE & INCLUSION OF COST \$17,086.00 BY DAVIS & BROWN CONSTRUCTION, OF SAID REPAIR ON REIMBURSEMENT RESOLUTION FOR THE ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR / REPLACEMENT POLICY.**
ALL VOTING YES.

26. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE **PRECINCT #4 REQUEST TO ADVERTISE FOR BIDS FOR THE REPAIR / REPLACEMENT OF BRIDGES**, AS FOLLOWS; LITTLE KIMBLE CREEK AT DILLON ROAD, BLUFF CREEK AT DARDEN ROAD, WEST SPRING BRANCH AT TURKEY CREEK DRIVE, DRY BRANCH OF MENARD CREEK AT TRAM ROAD, TURKEY CREEK AT MILL GATE ROAD, TO BE FUNDED BY ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR / REPLACEMENT POLCY. ALL VOTING YES.

27. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE **PCT #3 REQUEST FOR APPROVAL TO ADVERTISE FOR BIDS FOR THE REPAIR / REPLACEMENT OF SUGAR ROAD BRIDGE**, TO BE FUNDED BY ISSUANCE OF GENERAL DEBT, AS PER THE COUNTY'S BRIDGE REPAIR / REPLACEMENT POLICY. ALL VOTING YES.

28. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO **SEND A LETTER OF DISAPPROVAL TO BROWN & GAY ENGINEERS INC.**, REGARDING THE REQUEST MADE BY **CONTRACTOR FOR TxDOT**, CONCERNING THE **CLOSURE OF FM 942 AT LONG KING CREEK**, LONG KING CREEK RELIEF, MUD CREEK AND BARNETT CREEK **DURING REPLACEMENT OF APPROACH ROADWAY & BRIDGES**. ALL VOTING YES.

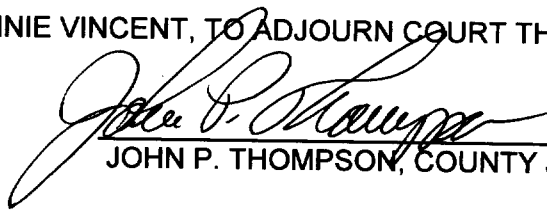
29. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE **AMENDED INTERLOCAL AGREEMENT WTH LIMESTONE COUNTY FOR THE HOUSING OF COUNTY INMATES DURING PERIODS OF MAXIMUM JAIL POPULATION**, CHANGING PER DIEM CHARGE **FROM \$40.00 TO \$42.00 PER DAY**. ALL VOTING YES. (SEE ATTACHED)

30. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE **REVIEW FOR REPLACEMENT OF CERTAIN COUNTY POSTAGE METERS** BY STAFF OF THE TAX ASSESSOR/COLLECTOR FOR **LIVINGSTON & ONALASKA OFFICES & VERNON LOFTIN** IN COUNTY AUDITOR'S OFFICE TO BRING RECOMMENDATION BACK TO THE COURT. ALL VOTING YES.

31. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE **AMENDED INTERLOCAL COOPERATION AGREEMENT WITH FORT BEND COUNTY** FOR THE HOUSING OF THEIR INMATES AT THE IAH DETENTION FACILITY, TO CLARIFY **EFFECTIVE DATE OF MAY 1, 2006, ONLY**. ALL VOTING YES. (SEE ATTACHED)

32. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE COUNTY **TREASURER'S 3rd QUARTER (April, May, June) FY-2006**. ALL VOTING YES. (SEE ATTACHED)

ADJOURN:
MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 27th DAY OF JULY, 2006 AT 10:47 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK
C:\Barbara M\COMMCRT.2006JUL 27.2006.wpd

#4

Co. Priority	CSJ	NBI	Limits
#1 - Pct3	091104939	111870AA2945001	UNION SPRINGS RD AT BEAR CREEK . ✓ #3
	091104908	111870AA0245001	JACK STATION RD. AT KENNEDY CREEK . STR.001
	091104040	111870AA0262001	HERB COLLINS RD @ DABBS CREEK .
	091104905	111870AA0159001	CR 159 AT MUD CREEK .
#1 - Pct4	091104041	111870AA0329002	NETTLES CEMETERY RD/KELLEY RD @ MENARD CREEK RELIEF
	091104903	111870AA0224001	CR 224 AT TRIB OF NECHES RIVER . STR.001
	091104902	111870AA0191003	BERING RD. AT LONG KING CREEK . STR.003
	091104034	111870AA0366002	CR 366 BLUEWATER RD. OVER BLUE BRAN .
	091104934	111870AA0350001	CR 350 AT BLUFF CREEK #001 .
	091104928	111870AA0251001	CR 251 AT WOODS CREEK #001 . ✓ #4
	091104924	111870AA0239001	CR 239 AT CANEY CREEK #001 .
	091104920	111870AA0196001	CR 196 AT TRIB OF BEAR CREEK #001 .
#2 - Pct3	091104907	111870AA0232002	JACK PATE RD. AT TRIB OF MCMANUS CR . STR.002
	091104904	111870AA0191001	ON CR 191 AT BURNETT CREEK . ✓ #3
#3 - Pct3	091104915	111870AA0117001	CR 117 AT TRIB OF ROCKY CREEK #001 .
	091104917	111870AA0156001	CR 156 AT SANDY CREEK #001 .
	091104926	111870AA0244002	CR 244 AT KENNEDY CREEK #002 .
	091104918	111870AA0186001	CR 186 AT BRUSHY CREEK #001 .
	091104916	111870AA0120001	CR 120 AT TRIB OF LONG KING CREEK #
	091104933	111870AA0349001	CR 349 AT DRY BRANCH OF MENARD CR # .
	091104930	111870AA0240001	DARDEN RD AT TRIB OF CANEY CREEK .
	091104927	111870AA0247002	CR 247 AT LIME BRANCH CREEK #002 .
#4 - Pct3	091104900	111870AA0182001	HOWELL RD. AT PACES CREEK . STR.001 ✓ #3
	091104901	111870AA0191002	BERING RD. AT LONG KING CREEK REL. . STR.002
#2 - Pct4	091104938	111870AA0366003	CR 366 AT MENARD CREEK . - HOLLY GROVE ✓ #4
	091104925	111870AA0240002	CR 240 AT CANEY CREEK #002 .

Precinct 2
 Precinct 3
 Precinct 4
CURRENT PROJECT

POLK COUNTY

#6

FINAL REPORT
THE POLK COUNTY COMMISSIONERS' COURT COMMITTEE
FOR
RECOMMENDATIONS ON THE BEST USE OF THE COUNTY-OWNED
"PEDIGO BLOCK"

Background:

On April 11, 2006 the Polk County Commissioners' Court appointed a committee, consisting of ten members representing a wide variety of interests in the community, to investigate the possible uses of the County-owned property commonly known as the "Pedigo Block".

The members of the committee, and whom they represent are:

1. Jack Jackson (Co-Chairman) – Judge John Thompson
2. Jacob Sherman (Co-Chairman) – Precinct 3
3. Debbie Clack – Livingston Main Street
4. Judy Cochran – Livingston City Council, Downtown Property Owners
5. Dick Grant – Precinct 4
6. Diane Harlan – Precinct 1
7. Ruth Hollenbeck – Polk County Heritage Society
8. Debra Nelson – Livingston Specialty Merchants Guild
9. Kelly Ritch – Precinct 2
10. Jim Wright – Polk County Legal Community

Alternates: Molly Anderson and Danny Freeman

Staff: Wanda Bobinger and Bob Ziegler

Mandate:

The committee was charged with investigating the possible uses of the "Pedigo Block" and making a recommendation to the Commissioners' Court on the best use for the property.

Process:

The committee held a total of five (5) meetings, beginning on May 22, 2006 and accomplished the following:

1. Met with and received our charge from County Judge John Thompson.

2. Met with various members of the County Judiciary, including Judge Phillips, Assistant District Attorney Lee Hon and District Clerk Kathy Clifton, to hear about the pressing need for a new, secure and more cost effective judicial center.
3. Inspected all of the buildings on the block.
4. Reviewed the history and content of the two previous proposals whose bond issues did not pass.
5. Determined that there is a state requirement that all District Courtrooms, and hence any new judicial center, must reside within the city limits of the County Seat (i.e. Livingston).
6. Reviewed the possible uses for the property which include:
 - a. Selling the property and purchasing new land within the Livingston city limits.
 - b. Razing the whole block and building a new building.
 - c. Retaining all or part of the existing structures and incorporating them into a new design.
7. Obtained and reviewed the cost of purchasing new land within the city limits that might be suitable for a judicial center.
8. Requested and received preliminary reviews on the structural soundness and feasibility of using any or all of the existing buildings on the block, from two architectural firms (White Rock Studios of Dallas, TX and A/F Architects of Weatherford, TX)

Findings:

After careful review of all the data presented, the findings of the committee are:

1. There is a real and pressing need for a new, secure, and cost effective Judicial Center to meet the current and future needs of Polk County.
2. The cost to sell the current "Pedigo Block" and buy and develop a new piece of property within the Livingston city limits would be substantially more than keeping the existing property.
3. The County would save substantial ongoing operating costs by having the new judicial center across the street from the County Courthouse.

Based on the reports of the two architectural firms (who agreed on all major issues), the committee also found that:

1. The real value of the existing property is in its location, in that it is next to the Courthouse and in the downtown area.

2. The two end buildings (the "Ford" building and the "Greer" building) appear to be structurally sound, have value and would be an asset in any new design for a judicial center.
3. The four (4) intervening buildings, while structurally sound for the most part, should be torn down. This would allow for a better overall design for a new, secure judicial center.
4. The cost of keeping the "Ford" and "Greer" buildings should be less than, or at least no more than, the cost of razing them and constructing a new building.

Conclusion:

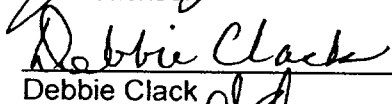
Based on all of the factors and information that the committee reviewed, the committee's recommendation to the Commissioner's Court is:

"The best use for the County-owned property known as the "Pedigo Block" is to build a new, secure, and much needed Judicial Center to meet the County's current and future needs by retaining the property, retaining the "Ford" and "Greer" buildings, and demolishing the four (4) intervening structures. "

Respectively submitted this 25th day of July, 2006



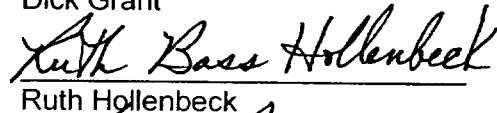
Jack Jackson



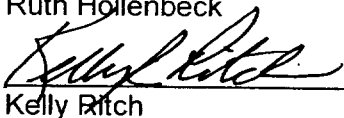
Debbie Clack



Dick Grant



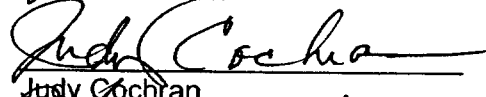
Ruth Hollenbeck



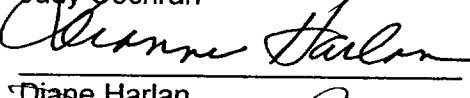
Kelly Ritch



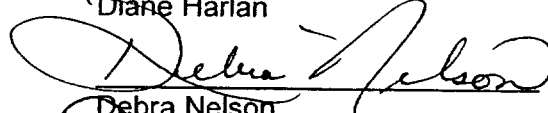
Jacob Sherman



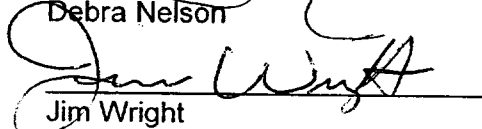
Judy Cochran



Diane Harlan



Debra Nelson



Jim Wright

Office: 936-327-5736
936-967-4663
Fax: 936-967-4661

EVANS
and Associates
Real Estate Brokerage
Clarke Evans / Broker

P.O. Box 721
Livingston, TX 77351

June 22, 2006

Jack:

Per our conversation of June 21, 2006, regarding the property for sale in the city limits of Livingston, the following subjects may have some interest to you:

- 1.) Randy Martin Tract - approx. 33 acres - paved street, curb and gutter, water, central sewer.
Price: \$2-\$4/sf, depending upon location.

- 2.) FM 350 South between US Hwy 190 West and Kate Lowe Rd. - anticipated to be within the city limits in 6 months or less.
Price: \$25,000/ac

- 3.) Anthony Properties Site fronting on US Hwy 190 West between FM 350 South and Long King Creek.
Price: \$5-\$12/sf, depending upon location.

Please call if I can be of further assistance.

Thanks,



Clarke Evans



VOL. 52 PAGE 1567
SMITH PROPERTIES
P.O. Box 1321
Livingston, TX 77351
Bus.: (936) 327-5000
FAX: (936) 967-4450

E-mail: sheila@smithproperties.net
Internet: www.smithproperties.net

"Your Realtor For Life"

JUNE 21, 2006

JACK JACKSON
1201 W. CHURCH ST.
LIVINGSTON, TEXAS 77351

RE: LAND FOR NEW COUNTY BUILDINGS

JACK I FOUND 4 PROPERTIES FOR YOU TO REVIEW.

- (1) 3.722 AC. AT 820 CHURCH ST. (BEHIND THE OLD GOLDEN CORRAL BLDG.)
PRICE \$486,129.00 OR \$130,680.00 PER. AC. (\$3.00 PER SQ. FT.)
- (2) 2.35 AC. AT 3351 SH 146 S (JUST PASS DAVIS WOODS SUB.) PRICE \$94,000.00 OR
\$40,000.00 PER. AC. (\$.92 PER SQ. FT.)
- (3) 9 AC. ON MAGNOLIA ST. (OFF OF ABBEY ST.) PRICE \$22500.00 OR \$2500.00 PER.
AC.
- (4) 7.41 AC. AT 1503 N. WASHINGTON AVE. (SANDS MOTEL) PRICE \$4,841,694.00 OR
\$653,400.00 PER. AC. (\$15.00 PER. SQ. FT.)

JACK I HOPE THIS HELPS AND IF YOU NEED ANYTHING ELSE PLEASE GIVE ME A
CALL.

THANKS

PHILLIP SMITH

No One Knows The Country Like We Do®

#9

**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 been 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 does not agree to provide Plastic Surgery services.
- 2.4.3. UTMB does not agree to provide Oral Surgery services.
- 2.4.4. UTMB does 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, 2006 through August 31, 2007, 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: _____

Date: _____

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Exhibit A

Front of Card

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

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

Rear of Card

UTMB Contract County Specialty Card
Patient Must Present This Card at Time of Registration.
This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.
All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409) 560-1111. Only Specialty/Tertiary Care appointments will be made to the University of Texas Medical Branch.

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

IF denied, MD notified? Y / N Date/Time of Appointment: _____

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

#10

COPY
VOL. 52 PAGE 1579



POLK COUNTY, TEXAS

Barbara Middleton
County Clerk

P. O. Drawer 2119 - Livingston, Texas 77351
Telephone (936) 327-6805 - Fax (936) 327-6874

July 25, 2006

Honorable Commissioners Court
John P. Thompson, County Judge
Commissioner Bob Willis
Commissioner Ronnie Vincent
Commissioner Buddy Purvis
Commissioner Tommy Overstreet

Re: Appointment of Election Judges & Alternates

Texas Election Code - Section 32.002 / Appointment Procedures

Requesting approval for **Appointments** of the following persons to serve as **Election Judges & Alternates** for **(20) Voting Precincts** of Polk County, to serve the remainder of current term, **July 25 2006 to June 1, 2007**. In the event that any **additional Vacancies** occur during this period the County Clerk is authorized to make the necessary replacement appointments to fill those positions.

Election Judges & Alternates		
Precinct #1 Segno	Shirley Cain, Judge	Irene Milner, Alternate
Precinct #2 Ace	Elizabeth "Liz" Ellis, Judge	Edna Stephen, Alternate
Precinct #3 Goodrich	Dorothy Clevenger, Judge	Aline Fisher, Alternate
Precinct #4 Lutheran Church	Jerry Hawkins, Judge	(Vacant) Alternate
Precinct #5 Scenic Loop	Danny Freeman, Judge	Jean Murray, Alternate
Precinct #6 Onalaska	James Oestreich, Judge	(Vacant) Alternate
Precinct #7 City Hall - Liv	D.Dewayne Coburn, Judge	(Vacant) Alternate
Precinct #8 Leggett	Melisa Chapman, Judge	Adlove Parrish, Alternate
Precinct #9 Moscow	Shirley Eleby, Judge	June Parrish, Alternate
Precinct #10 Corrigan	Bobby Smiley, Judge	LaVon Golden, Alternate
Precinct #11 Barnum Bapt.Church	Jerry Swearingen, Judge	Francis Proctor, Alternate

Precinct #12 Indian Reservation	Sharon Miller, Judge	Armando Rodriquez, Alt.
Precinct #13 Dallardsville	Frances Adams, Judge	Hershel Phillips, Alternate
Precinct #14 Indian Springs	Jay Lee , Judge	Debbie Harlow, Alternate
Precinct #15 Schwab City	Velma Key, Judge	Janell(Nell)Mayo, Alternate
Precinct #16 VFW Hall	Danielle Welborn, Judge	Trudie Neal, Alternate
Precinct #17 Blanchard	Hugh Myers, Judge	Clewis Brecheen, Alternate
Precinct #18 Dunbar	Stella Jackson, Judge	Janace Brown, Alternate
Precinct #19 Escapee's Activity Center	Dianne Harlan, Judge	LaJune Howle, Alternate
Precinct #20 Escapee's Care Center	Leslie Dudley, Judge	Joan Anderson, Alternate

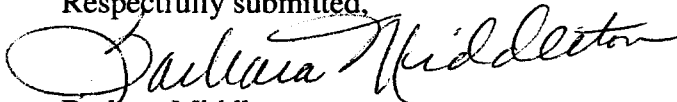
ADDITIONAL APPOINTMENTS:
 Sec. 32.002 & 127.005 (e)***

Central Counting Station Judge - Barbara Middleton
 & Alternate Judge - Schelana Walker
 Central Counting Station Manager - Sarah Chance
 Central Counting Tabulator - Steve Hulihan

Republican Representative - Bob Dockens
 Democratic Representative - Dennis Teal

***Resolution Board, Early Ballot Board, and Signature verification committee shall be appointed by the County Clerk by October 1, 2006.

Respectfully submitted,



Barbara Middleton
 County Clerk & Elections Administrator

#11

VOL 52 PAGE 1581
COPY



**RESOLUTION
OF
THE POLK COUNTY COMMISSIONERS COURT**

WHEREAS, the Polk County Commissioners Court met in a regularly called session on Tuesday, July 25, 2006, with the following members present to wit; John P. Thompson, County Judge; Bob Willis, Commissioner Precinct 1; Ronnie Vincent, Commissioner Precinct 2, James J. "Buddy" Purvis, Commissioner Precinct 3; Tommy Overstreet, Commissioner Precinct 4; and

WHEREAS, following the properly posted notice and agenda for said meeting, the County considered the adoption of a Resolution supporting an application by the Polk County Fire Marshal for FY2006 Solid Waste Grant for Local Enforcement to the Deep East Texas Council of Governments in cooperation with the Texas Commission on Environmental Quality.

NOW, THEREFORE, BE IT RESOLVED, that the Court hereby certifies that Polk County will comply with fiscal and reporting requirements of the Deep East Texas Council of Governments, the Texas Commission on Environmental Quality, and the State of Texas; that said grant funds, if received, will be used only for the purposes for which they are provided; and that the proposed project is in compliance with and supports any adopted regional or local solid waste management plan applicable to Polk County (the geographical area covered by the proposed project).

SIGNED AND RESOLVED THIS 25th DAY OF July 2006

COPY

John P. Thompson

Bob Willis
Commissioner, Precinct 1

Ronnie Vincent
Commissioner, Precinct 2

James J. "Buddy" Purvis
Commissioner, Precinct 3

Tommy Overstreet
Commissioner, Precinct 4

Attest;

Barbara Middleton, County Clerk

#15

Verizon Wireless Major Account Agreement

This Major Account Agreement ("Agreement") is made by and between Verizon Wireless, having its Area Headquarters located at One Verizon Place, Alpharetta, GA 30004 and Customer (as defined below), (each a "Party" or jointly the "Parties").

Customer			Verizon Wireless (Legal Notices Only)	
Company Name PE-KCO: EMERGENCY MANAGEMENT			TO: Verizon Wireless	
Company Address 602 E. CHURCH ST. SUITE 400			One Verizon Place Alpharetta, GA 30004 Attn: Legal Counsel	
City LIVINGSTON State TEXAS ZIP 77351			Customer's Authorized Contacts	
Fed. Tax ID # 746001621 D&B #			Signature <i>[Signature]</i>	
Address for Legal Notices (if different from above)			Name KENNETH F. HAMBRIK	
Name			Title COORDINATOR Phone 136-327-1924	
Address			E-mail emgpolke@livingston.net	
City			Signature <i>[Signature]</i>	
State			Name DANE KIMBERLIN	
ZIP			Title OFFICE MGR. Phone 136-327-1682	
Attn			E-mail dkimberlin48@hotmail.com	
			Account Pass Code	
			Customer must choose, or opt out of, an account pass code (5 digits max)	
			<input type="checkbox"/> No pass code required	

Attainment Tier and Discounts

Customer's Attainment Tier and the associated access fee discounts apply to Corporate Subscribers on select business calling plans and to Corporate and Employee Subscribers on eligible consumer calling plans with a monthly access fee of \$34.99 or higher.

Access Fee Discount	<input type="checkbox"/> 6%	<input type="checkbox"/> 8%	NOTE: Qualifying data features receive a discount of 12%.
Subscriber Line Tiers	5-99	100-499	

Calling Plans and Equipment

Voice Plans	Data Plans
<input checked="" type="checkbox"/> America's Choice for Business (Push to Talk & Share Options Available)	<input checked="" type="checkbox"/> VZAccess
<input checked="" type="checkbox"/> Voice and Data Choice Bundles (Share Option Available)	<input checked="" type="checkbox"/> VZEmail
<input checked="" type="checkbox"/> America's Choice (Push to Talk Optional)	
<input checked="" type="checkbox"/> North America's Choice	Equipment
<input checked="" type="checkbox"/> Push to Talk Unlimited	<input checked="" type="checkbox"/> Corporate Equipment Pricing Matrix

Signature

The person signing this Agreement on behalf of Customer represents and warrants that they have the power and authority to execute this Agreement and bind Customer, that the execution and performance of this Agreement has been duly authorized by all necessary company action and that they have received the calling plan and equipment pricing information indicated above. Upon execution of this Agreement, Customer grants Verizon Wireless permission for the Term to exchange information about Customer's credit with any credit-reporting agency selected by Verizon Wireless. This Agreement is subject to the attached Terms and Conditions as well as the terms and conditions of all calling plans activated under this Agreement, which are incorporated by reference.

By: *[Signature]*

Date: **7-18-06**

Name: **JOHN P. THOMPSON**

Title: **COUNTY JUDGE**

NO CHANGES MADE TO THIS AGREEMENT WILL BE ACCEPTED

VERIZON WIRELESS USE ONLY BELOW

Sales Force ID	Master Account #	Version #	1205B
Sales Office ID	ECPD Profile ID #		
Sales Rep. Name	Contract ID #		

White - Verizon Wireless Copy

Yellow - Customer Copy



#16

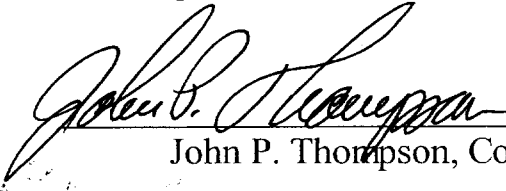


**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

Designating Surplus Property to be disposed through Trade-in on purchase of new equipment.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held July 25, 2006, one (1) 1985 Ford Dump Truck, VIN: 1FDZU90X2GVA09529, Precinct 2, was determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152.

THEREFORE, the aforementioned item is hereby designated as Surplus Property of the County and shall be disposed of by trade-in on purchase of new equipment.



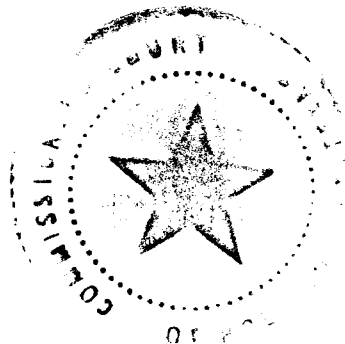
John P. Thompson, County Judge

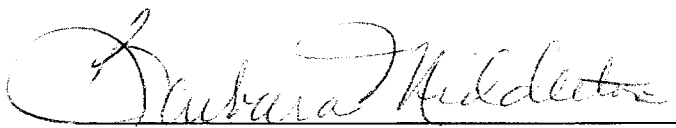
CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on July 25, 2006.

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

(Seal)





Barbara Middleton, County Clerk
Polk County, Texas

2006 - 1522-790

#17
STATE OF TEXAS § 7846

COUNTY OF POLK §

"ORDER"
OF
COMMISSIONERS COURT

BE IT REMEMBERED ON THIS THE 25th DAY OF JULY, 2006
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

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

AGENDA ITEM:

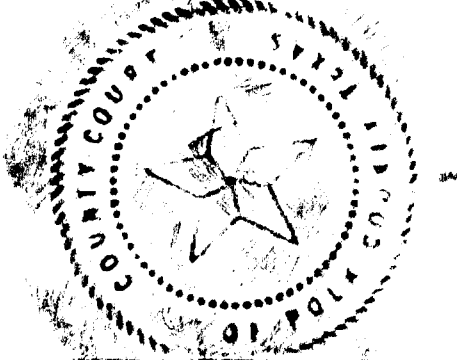
17. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE
"ORDER" DESIGNATING THE OFFICIAL COUNTY FORECLOSURE SITE FOR HOLD-
ING SUB-TRUSTEE SALES ON THE FIRST TUESDAY OF EVERY MONTH.
ALL VOTING YES.

I, BARBARA MIDDLETON, COUNTY CLERK IN AND FOR THE COUNTY OF POLK,
DO HEREBY CERTIFY THAT THE ORDER WITHIN IS AN ORIGINAL "ORDER"
PASSED IN COMMISSIONERS COURT ON JULY 25, 2006 AND SUPERSEDES
THE PREVIOUS DESIGNATION RECORDED IN VOLUME 637 PAGE 900 IN THE
OFFICIAL RECORDS OF POLK COUNTY, FILED ON NOVEMBER 23, 1987.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE IN LIVINGSTON, TEXAS
THIS 25TH DAY OF JULY, 2006.



BARBARA MIDDLETON
COUNTY CLERK OF POLK COUNTY



FILED FOR RECORD

2006 AUG -2 P 4: 38

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

CKR

State of Texas }
County of Polk }

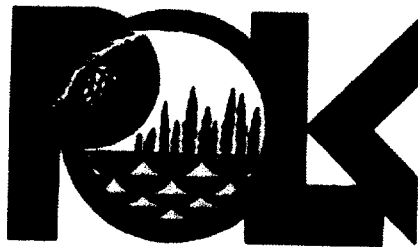
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

AUG 02 2006



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

#17



POLK COUNTY, TEXAS

STATE OF TEXAS §

DATE: JULY 25, 2006

COUNTY OF POLK §

REGULAR MEETING

"ORDER"

BE IT ORDERED BY COMMISSIONERS COURT THIS 25TH DAY OF JULY, 2006 THE DESIGNATION OF THE OFFICIAL COUNTY SUB-TRUSTEE FORECLOSURE SITE TO BE INSIDE THE NORTH ENTRANCE OF THE COURTHOUSE NEAR THE POSTING BOARD. IF THE FIRST TUESDAY OF THE MONTH OCCURS ON A COUNTY OBSERVED HOLIDAY, THE FORECLOSURE SALE MAY BE HELD ON THE NORTH STEPS OF THE COURTHOUSE.

Signed and subscribed this 25th day of July, 2006 in Livingston, Polk County, Texas.

John P. Thompson
John P. Thompson, County Judge

Bob Willis
Bob Willis
Commissioner Precinct #1

Ronnie Vincent
Ronnie Vincent
Commissioner Precinct #2

James J. Purvis
James J. "Buddy" Purvis
Commissioner Precinct #3

Tommy Overstreet
Tommy Overstreet
Commissioner Precinct #4

Attest:
Barbara Middleton
Barbara Middleton, County Clerk



THE STATE OF TEXAS }
COUNTY OF POLK }

SEPTEMBER 14, 1987
REGULAR MEETING

ALL PRESENT

BE IT REMEMBERED THAT ON THIS THE 14th DAY OF SEPTEMBER, 1987 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT TO-WIT:

WAYNE R. BAKER, COUNTY JUDGE PRESIDING; CLARENCE ELLIS, COMMISSIONER PRECINCT #1, BOBBY SMITH, COMMISSIONER PRECINCT #2, JAMES J. (BUDDY) PURVIS, COMMISSIONER PRECINCT #3, PAUL HARRELL, COMMISSIONER PRECINCT #4, AND MARTHA JOHNSON, COUNTY CLERK, WHEN AND WHERE AMONG OTHER PROCEEDINGS HAD, THE FOLLOWING ORDERS AND DECREES WERE DULY HAD, CONSIDERED AND PASSED.

- 5. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. (BUDDY) PURVIS, TO DESIGNATE OFFICIAL COUNTY FORECLOSURE SIGHT TO BE ~~INSIDE~~ NORTH ENTERANCE OF COURTHOUSE AT POSTING BOARD.
ALL VOTING YES, BE AND THE SAME IS HEREBY APPROVED.

THE STATE OF TEXAS }
COUNTY OF POLK }

I, MARTHA JOHNSON, COUNTY CLERK IN AND FOR THE COUNTY OF POLK, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF AN ORDER PASSED IN COMMISSIONERS COURT ON SEPTEMBER 14, 1987 AND IS RECORDED IN VOLUME 33 PAGE 249 OF THE COMMISSIONERS COURT RECORDS OF POLK COUNTY, TEXAS.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN LIVINGSTON, TEXAS THIS THE 20TH DAY OF OCTOBER, 1987.

Martha Johnson
MARTHA JOHNSON-COUNTY CLERK
POLK COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF POLK }
I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

NOV 23 1987



Martha Johnson
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD
1987 NOV 23 PM 2:55

MARTHA JOHNSON, COUNTY CLERK
POLK COUNTY, TEXAS

BY *Martha Johnson*

#6

FINAL REPORT
THE POLK COUNTY COMMISSIONERS' COURT COMMITTEE
FOR
RECOMMENDATIONS ON THE BEST USE OF THE COUNTY-OWNED
"PEDIGO BLOCK"

Background:

On April 11, 2006 the Polk County Commissioners' Court appointed a committee, consisting of ten members representing a wide variety of interests in the community, to investigate the possible uses of the County-owned property commonly known as the "Pedigo Block".

The members of the committee, and whom they represent are:

1. Jack Jackson (Co-Chairman) – Judge John Thompson
2. Jacob Sherman (Co-Chairman) – Precinct 3
3. Debbie Clack – Livingston Main Street
4. Judy Cochran – Livingston City Council, Downtown Property Owners
5. Dick Grant – Precinct 4
6. Diane Harlan – Precinct 1
7. Ruth Hollenbeck – Polk County Heritage Society
8. Debra Nelson – Livingston Specialty Merchants Guild
9. Kelly Ritch – Precinct 2
10. Jim Wright – Polk County Legal Community

Alternates: Molly Anderson and Danny Freeman

Staff: Wanda Bobinger and Bob Ziegler

Mandate:

The committee was charged with investigating the possible uses of the "Pedigo Block" and making a recommendation to the Commissioners' Court on the best use for the property.

Process:

The committee held a total of five (5) meetings, beginning on May 22, 2006 and accomplished the following:

1. Met with and received our charge from County Judge John Thompson.

2. Met with various members of the County Judiciary, including Judge Phillips, Assistant District Attorney Lee Hon and District Clerk Kathy Clifton, to hear about the pressing need for a new, secure and more cost effective judicial center.
3. Inspected all of the buildings on the block.
4. Reviewed the history and content of the two previous proposals whose bond issues did not pass.
5. Determined that there is a state requirement that all District Courtrooms, and hence any new judicial center, must reside within the city limits of the County Seat (i.e. Livingston).
6. Reviewed the possible uses for the property which include:
 - a. Selling the property and purchasing new land within the Livingston city limits.
 - b. Razing the whole block and building a new building.
 - c. Retaining all or part of the existing structures and incorporating them into a new design.
7. Obtained and reviewed the cost of purchasing new land within the city limits that might be suitable for a judicial center.
8. Requested and received preliminary reviews on the structural soundness and feasibility of using any or all of the existing buildings on the block, from two architectural firms (White Rock Studios of Dallas, TX and A/F Architects of Weatherford, TX)

Findings:

After careful review of all the data presented, the findings of the committee are:

1. There is a real and pressing need for a new, secure, and cost effective Judicial Center to meet the current and future needs of Polk County.
2. The cost to sell the current "Pedigo Block" and buy and develop a new piece of property within the Livingston city limits would be substantially more than keeping the existing property.
3. The County would save substantial ongoing operating costs by having the new judicial center across the street from the County Courthouse.

Based on the reports of the two architectural firms (who agreed on all major issues), the committee also found that:

1. The real value of the existing property is in its location, in that it is next to the Courthouse and in the downtown area.

2. The two end buildings (the "Ford" building and the "Greer" building) appear to be structurally sound, have value and would be an asset in any new design for a judicial center.
3. The four (4) intervening buildings, while structurally sound for the most part, should be torn down. This would allow for a better overall design for a new, secure judicial center.
4. The cost of keeping the "Ford" and "Greer" buildings should be less than, or at least no more than, the cost of razing them and constructing a new building.

Conclusion:

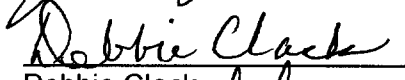
Based on all of the factors and information that the committee reviewed, the committee's recommendation to the Commissioner's Court is:

"The best use for the County-owned property known as the "Pedigo Block" is to build a new, secure, and much needed Judicial Center to meet the County's current and future needs by retaining the property, retaining the "Ford" and "Greer" buildings, and demolishing the four (4) intervening structures. "

Respectively submitted this 25th day of July, 2006



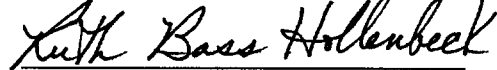
Jack Jackson



Debbie Clack



Dick Grant



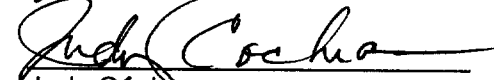
Ruth Hollenbeck



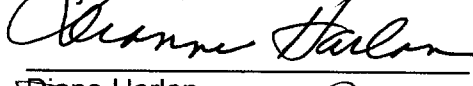
Kelly Ritch



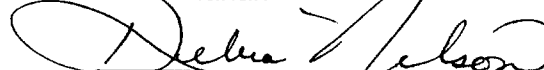
Jacob Sherman



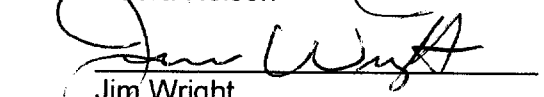
Judy Cochran



Diane Harlan



Debra Nelson



Jim Wright



SMITH PROPERTIES

P.O. Box 1321
Livingston, TX 77351

Bus.: (936) 327-5000
FAX: (936) 967-4450

E-mail: sheila@smithproperties.net
Internet: www.smithproperties.net

"Your Realtor For Life"

JUNE 21, 2006

JACK JACKSON
1201 W. CHURCH ST.
LIVINGSTON, TEXAS 77351

RE: LAND FOR NEW COUNTY BUILDINGS

JACK I FOUND 4 PROPERTIES FOR YOU TO REVIEW.

- (1) 3.722 AC. AT 820 CHURCH ST. (BEHIND THE OLD GOLDEN CORRAL BLDG.)
PRICE \$486,129.00 OR \$130,680.00 PER. AC. (\$3.00 PER SQ. FT.)
- (2) 2.35 AC. AT 3351 SH 146 S (JUST PASS DAVIS WOODS SUB.) PRICE \$94,000.00 OR
\$40,000.00 PER. AC. (\$.92 PER SQ. FT.)
- (3) 9 AC. ON MAGNOLIA ST. (OFF OF ABBEY ST.) PRICE \$22500.00 OR \$2500.00 PER.
AC.
- (4) 7.41 AC. AT 1503 N. WASHINGTON AVE. (SANDS MOTEL) PRICE \$4,841,694.00 OR
\$653,400.00 PER. AC. (\$15.00 PER. SQ. FT.)

JACK I HOPE THIS HELPS AND IF YOU NEED ANYTHING ELSE PLEASE GIVE ME A
CALL.

THANKS

PHILLIP SMITH

No One Knows The Country Like We Do.®

Office: 936-327-5736
936-967-4663
Fax: 936-967-4661

EVANS
and Associates
Real Estate Brokerage
Clarke Evans / Broker

P.O. Box 721
Livingston, TX 77351

June 22, 2006

Jack:

Per our conversation of June 21, 2006, regarding the property for sale in the city limits of Livingston, the following subjects may have some interest to you:

- 1.) Randy Martin Tract - approx. 33 acres - paved street, curb and gutter, water, central sewer.
Price: \$2-\$4/sf, depending upon location.
- 2.) FM 350 South between US Hwy 190 West and Kate Lowe Rd. - anticipated to be within the city limits in 6 months or less.
Price: \$25,000/ac
- 3.) Anthony Properties Site fronting on US Hwy 190 West between FM 350 South and Long King Creek.
Price: \$5-\$12/sf, depending upon location.

Please call if I can be of further assistance.

Thanks,



Clarke Evans

#19

VOL.

52 PAGE 1596

REIMBURSEMENT RESOLUTION
CAPITAL OUTLAY PURCHASES
JULY 25, 2006
FY2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
GABARIEL JORDAN CHEV CAC	2006 CHEV PICKUP	R&B#1	015-621-571	\$ 16,549.88
LOWE'S	ANIMAL SHELTER RENOV	SHERIFF DEPT	010-560-573	\$ 1,412.52
THOMAS SUPPLY INC	ANIMAL SHELTER RENOV	SHERIFF DEPT	010-560-573	\$ 633.94
TOTAL				<u>\$ 18,596.14</u>

COPY

Budget REVISIONS

#2006-19

#20

AMENDMENT CHANGES BY FUND

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

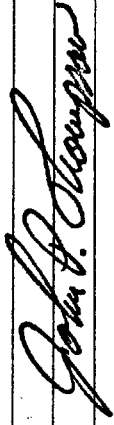
THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2006 010-403-105	SALARIES	07/10/2006	2K6R19	210,263.21	212,230.68	1,967.47	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-201	SOCIAL SECURITY	07/10/2006	2K6R19	19,661.11	19,811.61	150.50	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-203	RETIREMENT	07/10/2006	2K6R19	17,523.43	17,662.54	139.11	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-204	WORKERS COMPENSATI	07/10/2006	2K6R19	1,426.87	1,436.55	9.68	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-206	UNEMPLOYMENT INSUR	07/10/2006	2K6R19	619.70	625.38	5.68	MOVE FUNDS FROM ELECTION EX KP	
2006 010-403-484	ELECTION EXPENSE	07/10/2006	2K6R19	54,252.51	51,980.07	2,272.44	MOVE FUNDS TO SALARIES/BENE KP	
EXPENSE SUMMARY - COUNTY CLERK				TOTAL AMENDMENTS	6	TOTAL CHANGES		
2006 015-621-100	PCT 1 BUDGET CARRY	07/10/2006	2K6R19	60,672.03	672.03	60,000.00	MOVE FUNDS TO CONST CONTR & KP	
2006 015-621-339	CONSTRUCTION CONTR	07/10/2006	2K6R19	98,904.99	158,904.99	60,000.00	MOVE FUNDS FROM CARRYOVER, B KP	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

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REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2006 010-426-402	INTERPRETOR FEES -	07/12/2006	2K6R19	600.00	510.00	90.00-	MOVE FUNDS TO TRAVEL/TRAINI KP	
2006 010-426-426	TRAVEL/TRAINING	07/12/2006	2K6R19	2,300.00	2,390.00	90.00	MOVE FUNDS FROM INTERPRETER KP	
2006 010-426-485	JURY FEES	07/12/2006	2K6R19	7,000.00	4,100.00	2,900.00-	MOVE FUNDS TO CONTRACT SERV KP	
2006 010-426-486	CONTRACT SVCS/COUR	07/12/2006	2K6R19	1,750.00	4,650.00	2,900.00	MOVE FUNDS FROM JURY FEES;S KP	
EXPENSE SUMMARY - CO CT @ LAW				TOTAL AMENDMENTS	4	TOTAL CHANGES	.00	
2006 015-623-100	PCT 3 BUDGET CARRY	07/18/2006	2K6R19	14,747.14	9,747.14	5,000.00-	MOVE FUNDS TO FUEL;J.PURVIS KP	
2006 015-623-330	FUEL/OIL	07/18/2006	2K6R19	75,500.00	80,500.00	5,000.00	MOVE FUNDS FROM CARRYOVER;J KP	
TOTAL AMENDMENTS				2	TOTAL CHANGES	.00		

Budget Amendments #2006-19(A)

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	247.55
034 FIRM DISASTER FUNDS	155,146.97-

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

21

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMNT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2006 010-342-404	ELECTION EXPENSE H	07/26/2006	2K6A19	1,207.37	2,381.35	AMEND L.I.S.D. REIMBURSE 5/ KP	1,173.98	
2006 010-342-551	TRA PATROL REIMBUR	07/26/2006	2K6A19	105,782.08	119,673.59	AMEND TRA REIMBURSEMENT OVE KP	13,891.51	
	TOTAL AMENDMENTS			106,989.45	121,054.94	TOTAL CHANGES	14,165.49	
2006 010-403-484	ELECTION EXPENSE	07/26/2006	2K6A19	65,173.78	46,947.76	AMEND L.I.S.D. REIMBURSE 5/ KP	1,773.98	
	EXPENSE SUMMARY - COUNTY CLERK			65,173.78	46,947.76	TOTAL CHANGES	1,773.98	
2006 010-560-105	SALARIES	07/26/2006	2K6A19	1,245,024.69	1,285,233.25	AMEND FOR CK RECD TRA REIMS KP	208.56	
2006 010-560-105	SALARIES	07/26/2006	2K6A19	1,285,233.25	1,285,024.69	CORRECT AMEND 2K6A19 TO LIN KP	208.56	
2006 010-560-105	TRA OVERTIME SALAR	07/26/2006	2K6A19	88,104.39	99,807.78	AMEND FOR OVERTIME PAY TO D KP	11,703.39	
2006 010-560-201	SOCIAL SECURITY	07/26/2006	2K6A19	115,274.48	115,290.43	AMEND TRA REIMBURSE OVERTIM KP	15.95	
2006 010-560-201	SOCIAL SECURITY	07/26/2006	2K6A19	115,290.43	116,185.74	AMEND TRA REIMBURSE OVERTIM KP	895.31	
2006 010-560-203	RETIREMENT	07/26/2006	2K6A19	103,942.27	103,942.27	AMEND FOR OVERTIME PAY SHER KP	14.75	
2006 010-560-204	WORKERS COMPENSATI	07/26/2006	2K6A19	104,769.78	104,769.78	AMEND TRA REIMBURSE OVERTIM KP	827.43	
2006 010-560-206	UNEMPLOYMENT INSUR	07/26/2006	2K6A19	79,943.78	79,943.78	AMEND OVERTIME PAY SHERIFF KP	7.69	
2006 010-560-206	UNEMPLOYMENT INSUR	07/26/2006	2K6A19	79,943.78	80,375.26	AMEND TRA REIMBURSE OVERTIM KP	431.48	
2006 010-560-206	UNEMPLOYMENT INSUR	07/26/2006	2K6A19	4,164.86	4,165.46	AMEND OVERTIME PAY SHERIFF KP	0.60	
	EXPENSE SUMMARY - SHERIFF DEPT			4,165.46	4,169.40	TOTAL CHANGES	33.94	
				14,139.10	14,139.10	TOTAL CHANGES		
2006 034-330-105	HURRICANE RITA-COM	07/26/2006	2K6A19	354,507.77	495,474.65	AMEND FEMA FUNDS RECEIVED H KP	140,966.88	
2006 034-330-110	HURRICANE RITA-COM	07/26/2006	2K6A19	.00	74,776.70	AMEND FEMA FUNDS RECEIVED H KP	74,776.70	
2006 034-330-120	HURRICANE RITA-VPD	07/26/2006	2K6A19	.00	51,137.07	AMEND FEMA FUNDS RECEIVED H KP	51,137.07	
2006 034-330-130	HURRICANE RITA-FBI	07/26/2006	2K6A19	.00	11,853.32	AMEND FEMA FUNDS RECEIVED H KP	11,853.32	
2006 034-330-200	HURRICANE RITA-SAL	07/26/2006	2K6A19	.00	51,995.00	AMEND FEMA FUNDS RECEIVED H KP	51,995.00	
2006 034-330-210	FLOODING-DISASTER	07/26/2006	2K6A19	.00	9,092.41	AMEND FEMA FUNDS RECEIVED H KP	9,092.41	
	REVENUE SUMMARY - EMERG MGMT			0	319,981.34	TOTAL CHANGES	319,981.34	
2006 034-342-900	HURRICANE RITA-ADM	07/26/2006	2K6A19	.90	14,179.19	AMEND FEMA FUNDS RECEIVED H KP	14,179.19	
				.90	14,179.19	TOTAL CHANGES	14,179.19	
2006 034-695-110	HURRICANE RITA-COM	07/26/2006	2K6A19	.00	74,776.70	AMEND FEMA FUNDS RECEIVED H KP	74,776.70	
2006 034-695-120	HURRICANE RITA-VOL	07/26/2006	2K6A19	.00	51,137.07	AMEND FEMA FUNDS RECEIVED H KP	51,137.07	
2006 034-695-130	HURRICANE RITA-FBI	07/26/2006	2K6A19	.00	11,853.32	AMEND FEMA FUNDS RECEIVED H KP	11,853.32	
2006 034-695-200	HURRICANE RITA-SAL	07/26/2006	2K6A19	.00	51,995.00	AMEND FEMA FUNDS RECEIVED H KP	51,995.00	
2006 034-695-210	FLOODING-DISASTER	07/26/2006	2K6A19	.00	9,092.41	AMEND FEMA FUNDS RECEIVED H KP	9,092.41	
				0	198,914.50	TOTAL CHANGES	198,914.50	

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,275.58
015	ROAD & BRIDGE ADM	33,699.36
	TOTAL OF ALL FUNDS	43,974.94

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	29,823.15
015	ROAD & BRIDGE ADM	21,398.96
027	SECURITY	664.65
048	DISTRICT ATTY SPECIAL FUND	25.73
051	AGING	558.42
083	MUSEUM OPERATING FUND	115.64
101	ADULT SUPERVISION	861.75
185	CCAP - JUVENILE PROBATION	1,093.48
TOTAL OF ALL FUNDS		54,541.78

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	43,677.04
015	ROAD & BRIDGE ADM	34,691.26
027	SECURITY	73.36
049	DISTRICT ATTY HOT CHECK FUND	14.80
051	AGING	1,009.56
083	MUSEUM OPERATING FUND	12.56
101	ADULT SUPERVISION	277.04
185	CCAP - JUVENILE PROBATION	1,360.08
TOTAL OF ALL FUNDS		81,115.70

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	1,288.18
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,912.26
185	CCAP - JUVENILE PROBATION	710.99
	TOTAL OF ALL FUNDS	4,211.43

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



COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,131.58
015	ROAD & BRIDGE ADM	6,318.76
027	SECURITY	218.88
051	AGING	626.68
083	MUSEUM OPERATING FUND	55.94
101	ADULT SUPERVISION	4,008.00
185	CCAP - JUVENILE PROBATION	1,797.90
TOTAL OF ALL FUNDS		36,157.74

ACH 747

 COPY

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

B. L. DOCKENS B. L. Dockens

COUNTY AUDITOR _____

JOHN P. THOMPSON John P. Thompson

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,409.64
015	ROAD & BRIDGE ADM	1,477.74
027	SECURITY	51.20
051	AGING	146.56
083	MUSEUM OPERATING FUND	13.08
101	ADULT SUPERVISION	937.34
185	CCAP - JUVENILE PROBATION	420.46
TOTAL OF ALL FUNDS		8,456.02

ACH 748

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

 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,192.64
015	ROAD & BRIDGE ADM	3,433.35
027	SECURITY	71.61
051	AGING	155.83
083	MUSEUM OPERATING FUND	19.16
101	ADULT SUPERVISION	2,977.39
185	CCAP - JUVENILE PROBATION	1,127.55
TOTAL OF ALL FUNDS		23,977.53

ACH 749

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	136,795.92
015	ROAD & BRIDGE ADM	38,879.08
027	SECURITY	1,430.23
051	AGING	4,171.72
083	MUSEUM OPERATING FUND	365.95
101	ADULT SUPERVISION	22,426.86
185	CCAP - JUVENILE PROBATION	10,413.73
TOTAL OF ALL FUNDS		214,483.49

ACH 750

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	2,776.15
015	ROAD & BRIDGE ADM	515.84
	TOTAL OF ALL FUNDS	3,291.99

Ac H 751

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

 **COPY**

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	9,575.53

TOTAL OF ALL FUNDS	9,575.53

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	182,295.02
011	HOTEL OCCUPANCY TAX FUND	441.60
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	68,651.40
027	SECURITY	80.00
040	LAW LIBRARY FUND	199.50
051	AGING	5,373.05
061	DEBT SERVICE FUND	13,347.60
088	JUDICIARY FUND	1,231.45
093	CO CLERK RECORDS MGMT FUND	1,846.00
094	COUNTY RECORDS MGMT FUND	2,588.35
TOTAL OF ALL FUNDS		276,113.92

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 RECURRING BILLS
BY FUND
TO BE PAID AUGUST 1, 2006

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	\$15,173.50
051	AGING	\$218.00
		<hr/>
	TOTAL OF ALL FUNDS	<u>\$15,391.50</u>

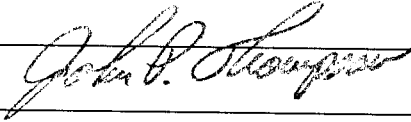
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

RECURRING EXPENSES REGISTER

DATE 07/18/2006

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	#TIMES TO PAY	#TIMES PAID	FA	PAY	PO#	AMOUNT
GOMEZ / FRANCES	2006 051-645-332	CUSTODIAL/CLEANING	S AGING CORR	12	06	N	N	M	218.00
JACKSON, VIVIAN P.	2006 010-691-460	RENT	JACKSON BLDG	12	10	Y		M	1,000.00
LUNA/DR RAYMOND	2006 010-512-405	MEDICAL - DOCTORS/NU JAIL INMATE		12	10	Y	N	M	3,700.00
MEDICAL REVENUE SERVICE, IN	2006 010-645-405	INDIGENT CONTRACT SE	CONTRACT SERVICES	12	10	Y	N	M	5,855.00
PRITCHARD, CANNON H.	2006 010-691-466	PARKING LOT LEASE	PARKING LOT LEASE	12	10	Y	N	M	400.00
RANDALL MEDICAL	2006 010-645-404	INDIGENT HEALTH CARE	INDIGENT CARE	12	10	6	N	M	2,000.00
STURGIS CHADWICK,	2006 010-691-466	PARKING LOT LEASE	PARKING LOT LEASE	12	10	Y	N	M	150.00
512 W. CHURCH INC.	2006 010-691-460	RENT	CHURCH ST. BLDG	12	10	Y	N	M	2,068.50
TOTAL RECURRING EXPENSES									15,391.50

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
091	PERMANENT SCHOOL FUND	2,500.00
092	AVAILABLE SCHOOL FUND ACCT	112,000.00

	TOTAL OF ALL FUNDS	114,500.00

ACH 752

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*

ADDENDUM
SCHEDULE OF BILLS FOR
JUL 25 ,2006
FY 2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
AMERSUITES	ROOM RESEVERATION	EMERG MGMT	010-695-427	\$ 158.70
CAPITAL B DEVELOPERS L.L.P.	PCT # 4 BUILDING	R&B#4	015-624-573	\$ 39,656.00
BANKCORPSOUTH EQUIP.	2-2006 MACK TRUCKS	R&B#3	015-623-573	\$ 170,643.07
DAVIS & BROWN CONST	NURSEY ROAD PCT #4	R&B#4	015-624.575	\$ 56,902.00
GENERAL FUND	SERVICE FEES & FINES	TREASURER		\$ 20,740.14
MEMORIAL MED. CENTER	INDIGENT CARE	SOC. SERV.	010-645-404	\$ 2,925.62
MEMORIAL MED. CENTER	JAIL MEDICAL	JAIL	010-512-391	\$ 2,204.06
PAYROLL & RELATED EXPENSES		ALL		\$ 368,040.62
STATE COMPTROLLER	COUNTY FEES	TREASURER		\$ 30,901.80
STATE COMPTROLLER	COUNTY FEES	TREASURER		\$ 113,279.36
WAL-MART	SUPPLIES	VARIOUS		\$ 1,171.53
TOTAL				<u>\$ 806,622.90</u>



#23

Revised List

DATE: JULY 12 THROUGH JULY 25, 2006

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	RANDI LEIGH WYATT	PERSONNEL	103 - SECRETARY II	REGULAR FULL-TIME	12/05 \$22,666.63	RECLASSIFIED TO PERSONNEL 0102 - SECRETARY I, LABOR POOL (-900) (\$6.94 HR.) EFFECTIVE 07/14/2006
(2)	CLAUDIA KARINA P. RAMIREZ	TAX ASSESSOR-COLL.	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/01 \$19,545.36	SEPARATION - DID NOT COMPLETE REQUIREMENTS FOR EMPLOYMENT EFFECTIVE 07/12/2006
(3)	DOMINGUEZ-GARCIA ROSALBA	TAX ASSESSOR-COLL.	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/01 \$19,545.36	NEW HIRE EFFECTIVE 07/31/2006
(4)	DEBORAH J. GILCHRIST	COMMISSIONERS COURT	103 - SECRETARY II	REGULAR FULL-TIME	12/01 \$20,534.85	RESIGNED EFFECTIVE 07/25/2006
(5)	VICTOR ARCHER	JAIL	1038 - DEPUTY SHERIFF (TRANSPORT)	REGULAR FULL-TIME	17/01 \$26,286.35	NEW HIRE EFFECTIVE 07/31/2006
(6)	ROBERT H. TRAPP	JUDICIAL	DISTRICT JUDGE, 411TH - JUVENILE BOARD	REGULAR FULL-TIME	\$4,000.00	INCREASE JUVENILE SUPPLEMENT FROM \$4,000 TO \$6,000 EFFECTIVE 07/12/2006
(7)	ELIZABETH EVELYN COKER	JUDICIAL	DISTRICT JUDGE, 258TH - JUVENILE BOARD	REGULAR FULL-TIME	\$4,000.00	INCREASE JUVENILE SUPPLEMENT FROM \$4,000 TO \$6,000 EFFECTIVE 07/12/2006
(8)	SANDRETTA DRENGUE GARDNER	JAIL	1055 - CORRECTIONS OFFICER	REGULAR FULL-TIME	13/01 \$21,574.42	RESIGNED EFFECTIVE 07/18/2006
(9)	BEVERLY D. ARMSTRONG	DISTRICT ATTORNEY	1122 - ASST. CRIMINAL DISTRICT ATTORNEY I	TEMPORARY FULL-TIME	28/01 \$45,253.82	NEW HIRE EFFECTIVE 08/01/2006
(10)						<i>Additional</i>
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						
(23)						

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VOL.

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#24



CIRA NETWORK AND INTERNET SERVICES AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between the **County Information Resources Agency** ("CIRA), a governmental entity previously created by interlocal agreement, and **Polk County** ("the Member").

**I.
RECITALS**

WHEREAS, Member is a political subdivision of the State of Texas; and

WHEREAS, CIRA is an interlocal entity and political subdivision established pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, CIRA was created to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services; and

WHEREAS, CIRA has contracted with the Texas Department of Human Services (the Department) in order to be able to provide certain network and internet services available to its members; and

WHEREAS, Member's commissioners court has determined that acquiring such services from CIRA is necessary to enhance Member's ability to perform its governmental functions; and

WHEREAS, CIRA desires to make these services available to the Member in exchange for the consideration set forth herein;

The parties agree as follows:

II.
NETWORK & INTERNET SERVICES:
DESCRIPTION, TERMS, AND CONDITIONS

A. CIRA'S OBLIGATIONS

1. CIRA will make available to Member certain network and internet services which have been obtained pursuant to a contract with the Texas Department of Human Services (DHS). A copy of that contract, which describes the services and other terms, is attached hereto and made a part hereof by reference. Member understands that the services provided by CIRA to Member under that contract are subject to the terms and conditions of that contract.
2. CIRA will provide consultation for Member's initial set-up, will accept Member's payments for services and forward the payment to the Department and will generally, to the extent possible, serve as liaison between Member and the Department.

A. MEMBER'S OBLIGATIONS

1. Member must establish security procedures to safeguard data from unauthorized access or disclosure. These procedures must meet the minimum HHSCN security requirements and must include a provision for the investigation and analysis of suspected security violations. CIRA will assist Member to develop these procedures.
2. Member must designate an individual who will serve as contact person in the event of a security incident or any other situation that poses a threat to the HHSCN and requires prompt attention.
3. Member must notify CIRA and the HHSCN Help Desk (512) 438-4720 within 2 business hours of confirming a security violation that: 1) compromises, or could compromise, HHSCN or CIRA information resources or the Member computing equipment used to access HHSCN or CIRA data or information resources, or 2) any activity that could negatively impact the HHSCN operability or other HHSCN customers. Member must provide a written description of any such incident to CIRA within two working days. This report must include a description of the incident, assess any impact to the HHSCN and the Member's plan for mitigating the incident and protecting against re-occurrence.
4. Member accepts financial and other liability for (a) damage, theft, unauthorized use, or misuse of DHS or HHSCN equipment, hardware, software, services, or data when such damage, loss, unauthorized use, or misuse is the result of actions or negligence of Member, or its employees, contractors, or agents, whether authorized or unauthorized, or (b) ineffective safeguarding of equipment, hardware, software, services, or data.

5. Member agrees that all equipment owned or operated by Member that is connected to the HHSCN must be compatible with HHSCN equipment and operating protocols. Member must provide all routers based on manufacturers/model recommended by HHSCN staff. Member shall use the HHSCN standard filter list for configurations. CIRA will assist Member to ensure compliance with this requirement.
6. Member must assure adequate network security to protect against intrusion by unauthorized users, including installation and periodic updates of protective virus screening software and operating system/application security patches. Member must implement appropriate measures to protect the integrity of the HHSCN.
7. In the event of network incidents during normal business hours (7:00 a.m. through 7:00 p.m.) including virus incidents, that pose a critical threat to either network traffic or to other connected systems on the HHSCN, and where the Member is determined to be the source of the critical incident, Member must remedy the situation within two (2) hours of notification from the HHSCN the designated incident contact, or service will be terminated.. Service will be terminated immediately if the incident poses a dire threat to the HHSCN (e.g. downing a router, propagating a virus). In the event of a critical incident during non-business hours where the Member is determined to be the source of the incident, service will be terminated and notice will be given to the Member. In all cases of a critical incident, Member must provide a written report to CIRA within two (2) working days.

C. MISCELLANEOUS PROVISIONS

1. If this contract is canceled prior to completion, neither CIRA nor HHSCN will incur new obligations for the terminated portion after the effective date of the termination and will cancel as many outstanding obligations as possible. Member will reimburse CIRA for non-cancelable obligations that were properly incurred prior to the termination date.
2. CIRA shall not be liable to the Member for any harm, including performance failures, caused by performance failures caused by Acts of God, fire, theft, vandalism, terrorism, war, equipment failure, faulty data, or any other factor beyond the direct control of CIRA, including any third party failure to perform (e.g., telephone company failure to perform third party support, either administrative or technical).
3. The HHSCN technical team has the authority to scan any IP addresses assigned through the HHSCN. Network scanning is the process of transmitting data through a network to elicit responses in order to determine the configuration state of the components of the information system. Network vulnerability scanning is the scanning of an information system to determine the presence of security

vulnerabilities. The HHSCN technical team will, from time to time, conduct network scans and network vulnerability scans of devices attached to the HHSCN. Information gathered will be used for network management, including notifying owners of vulnerabilities, determining incorrectly configured systems, validating firewall access requests, and gathering network census data. Except as provided above, no network scans or network vulnerability scans may be conducted except by the owner of the information resource being scanned. In no case may Member conduct network scanning across a router maintained by the HHSCN.

4. Costs of all circuit leases, connection fees, and services for offices shared among multiple agencies will be allocated equally to the collocated agencies.
5. Costs of circuit expansions at each shared site needed to meet required bandwidth will be equally divided between all agencies at the site. Member staff will participate in all decisions related to these expansions.
6. In the event that network traffic requirements exceed the existing provision at any nodal site, new equipment/service will be acquired and costs allocated by CIRA and HHSCN as appropriate.
7. If there is a conflict between the General Terms (Part) and the specific terms and conditions contained in this Part II, these individual terms and conditions govern the Agreement as to that particular service. Where it is unclear or there is an ambiguity (the terms or conditions could be read either way) the General Terms and Conditions will govern.

III. PAYMENT

A. Set-Up Fee

Member agrees to pay a one-time set-up fee in the amount set forth in Section B (1) of Attachment A. This payment is due upon commencement of work.

B. Monthly Fee

1. The amount due for the goods and services obtained pursuant to this Agreement will be based on actual cost reimbursement to the Department.
2. Each month, Member will pay the amount set forth in Section B (2) of Attachment A. This amount reflects HHSCN's estimate of the amount that it will take to reimburse the HHSCN for goods and services made available to the Member through the HHSCN's contract with CIRA. The monthly rate may change periodically based upon HHSCN's calculations of reimbursable costs.

3. Member agrees to pay the first month's payment upon completion of the initial set-up, and to pay each subsequent month's payment by placing the amount due in the mail not later than the 5th day of the month for which service is being paid. Checks will be mailed to:

The County Information Resources Agency
1210 San Antonio Street
Austin, Texas 78701

4. As a courtesy, but not as a pre-requisite for payment, CIRA will send an invoice reflecting the amount due each month pursuant to this Agreement. The invoice will be sent no later than the 20th of the month prior to the month for which payment is due.
5. At the end of each term, Member will be given a final invoice that reflects whether additional funds will be due in order to achieve actual reimbursement to HHSCN. Member agrees to pay any amounts due at the end of the term.

IV.

GENERAL TERMS AND CONDITIONS

Scope of the General Terms and Conditions. These General Terms and Conditions apply to the entire Agreement. Where there is a conflict between the General and the individual terms and conditions, the individual terms and conditions govern the Agreement as to that particular service. Where it is unclear or there is an ambiguity (the terms or conditions could be read either way) the General Terms and Conditions will govern.

A Member may use CIRA-provided services for public purposes only. The Member agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Member also agrees not to use these services for private pecuniary gain.

You agree to use the services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines. Those policies are maintained on the CIRA Web site at www.cira.state.tx.us and may be amended without notice.

A. ABUSE OF SERVICES

1. Activity that interrupts the normal use of the system for other CIRA Members is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time. You may receive an E-mail warning or have their account suspended. If the misuse is unintentional, the suspension may be rescinded.

2. You are expected to report to CIRA any information you may have concerning instances in which the conditions of use have been or are being violated.
3. CIRA may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, Members or third parties. CIRA will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process. You also understand that information stored on CIRA servers and systems incident to your use of CIRA services may be subject to disclosure under the Open Records Act.
4. CIRA may restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that you have violated this Agreement, any related policies or guidelines, third party rights or laws, CIRA may immediately take corrective action, including: (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on CIRA's systems, and (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate or infringe any law or third-party rights or that otherwise exposes or potentially exposes CIRA to civil or criminal liability or public ridicule. These rights of action, however, do not obligate CIRA to monitor or exert editorial control over the information made available for distribution via the Services.

B. SECURITY

1. **SECURITY IS THE RESPONSIBILITY OF EVERYONE.** The Member and its authorized users agree to keep their passwords secure and not give their passwords to any other person ~~for any reason~~. If you believe that the security of your password has been compromised, it is your responsibility to change your password to prevent unauthorized access to your account. If you have lost or cannot remember your password, contact CIRA to reset it immediately.
2. You are solely responsible for any security breaches affecting the accounts under your control. If your account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate your account and/or services without notice. If damage to other accounts, Members, or CIRA systems are caused by your failure to follow the policies governing your account, you may be responsible for the costs incurred by CIRA to correct the security breaches and restore the system or systems.

C. INTELLECTUAL PROPERTY

1. You agree not to infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance. As provided by

United States federal law and by International treaties, copyrighted materials (e.g., images, text, and programs) may not be uploaded or transmitted using CIRA services without the permission of the copyright holder or as permitted by law.

2. Public Domain materials (e.g., images, text, and programs) may be downloaded or uploaded using CIRA services. Members may also re-distribute materials in the public domain. The Member assumes all risks regarding the determination of whether the material is in the public domain.
3. All materials, including any computer software (in object code and source code form), data or information that CIRA or its suppliers or agents develop or provide under this Agreement, and any know-how, methodologies, equipment, or processes CIRA uses to provide the Services to you, including all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto will remain CIRA's or its suppliers' sole and exclusive property. CIRA will also maintain and control all Internet protocol ("IP") numbers and addresses that CIRA may assign to you. CIRA may, in its sole discretion, change or remove any and all IP numbers and addresses.

D. DISCLAIMERS

1. CIRA makes no warranties of any kind, whether express or implied, for the services it provides. CIRA also disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages which may result from the use of its services including loss of data resulting from delays, non-delivery or interruption in service. Disclaimed Warranties CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's host computers, network hubs and points of presence, or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
2. CIRA is not liable for any temporary delay, outages or interruptions of the Services. Further, CIRA is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third-party supplier failure).

3. CIRA is acting as your agent or otherwise on your behalf in performing under this contract.. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

E. SEVERABILITY AND APPLICABLE LAW

- 1. Both parties agree that this contract will be interpreted according to the laws of the State of Texas. Venue for any litigation pertaining to this contract will be determined by the law of the State of Texas.
- 2. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly possible to reflect the original intentions of the parties and the remained of the provisions shall remain in full force and effect.

**V.
TERM AND TERMINATION**

The term of this contract shall commence upon initial set up of the service and shall end on August 31, 2006. The contract will renew annually unless terminated. Either party may terminate this contract at the end of any term by providing 60 days written notice.

AGREED AND APPROVED:

For Member

Date

For CIRA

Date

ATTACHMENT A**SERVICES OBTAINED PURSUANT TO
THE NETWORK AND INTERNET SERVICES AGREEMENT**

By selecting a service or services in this Part, you are agreeing to abide by the terms and conditions that pertain to each service selected as those terms are set in the Network and Internet Services Agreement

Network and Internet Services.

A. Member requests a T-1 data circuit for the following location:

101 W. Church

Livingston, TX 77351

B. Member also requests the following goods and network and internet services, and agrees to pay the indicated amounts for each item requested:

1. Equipment:

- Equipment:
- Router **\$2189.00**

2. One-Time Charges:

- Installation Costs:
- Router port \$ 260.00
- Extended Wiring \$ 145.60
- TA Hours \$ 336.00
- Install Costs \$ 246.89
- Router Cost \$ 650.00
- Router Shipping \$ 106.18
- Network Cable \$ 9.10
- CIRA Administrative Fee (2%): \$ 22.08
- Total One-Time Charges: **\$ 1125.85****

3. Monthly Recurring Charges:

- Circuit Costs: \$ 197.60
- Backbone O & M: \$ 186.26
- Circuit O & M: \$ 52.36
- Site O & M: \$ 54.94
- CIRA Administrative Fee \$ 25.00
- Total Monthly Charge: **\$ 516.16****

It is understood and agreed that the Monthly Recurring Charge is an estimate only. It is determined based upon a statutory cost recovery formula and that may vary over the year. CIRA will pay any monthly recurring charges that exceed 10% of the stated estimate.

COPY

#29

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Limestone County, Texas (hereinafter "Contractor") and Polk County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2,000.00, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill

the County directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contractor is solely responsible for the transportation of its inmates to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per day rate. Transport to medical service providers not located locally is the sole responsibility of the County. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Limestone County Correctional Center in Groesbeck, Texas, which is operated by CiviGenics Texas, Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is forty-two dollars (\$42.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Limestone County, Texas and shall be remitted to:

Limestone County Auditor
200 West State St.
Groesbeck, Texas 76642

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto,

which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year to begin July 01, 2006 through July 01, 2007.

3.02 **RENEWALS:** This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this agreement must meet the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his

designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the county will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCES:** Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom.

ARTICLE V

MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Limestone County Judge Elenor Holmes
P.O. Box 469
Groesbeck, TX 76642

To County: Polk County
Attn: John P. Thompson, County Judge
101 W. Church Street Suite 300
Livingston, Texas 77351

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Groesbeck, Limestone County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Limestone County, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this agreement.

Signature and Execution:

POLK COUNTY, TEXAS

LIMESTONE COUNTY, TEXAS

By: *John P. Sawyer*
Polk County Judge (As Authorized
and Approved by the Polk
County Commissioners Court by
Order Dated _____)

By: *Eleanor J. Holmes*
Limestone County Judge (As Authorized
and Approved by the Limestone County
Commissioners Court by Order Dated
07/17/06)

Date Signed: 7/26/06

Date Signed: 07/17/06

Kim Placker - Asst. Auditor
Polk County Auditor

Sarah Watson
Limestone County Auditor

Kenneth Hammack
Polk County Sheriff

Dennis D. Wilson
Limestone County Sheriff

Date Approved: 7/25/06

Date Approved: 7/17/06

ATTEST:

ATTEST:

Barbara Middleton
Polk County Clerk

Peggy Beck Deputy
Limestone County Clerk

A copy of this signed contract should be hand delivered or mailed to:

CiviGenics Texas, Inc.
1105 Wooded Acres Suite 545
Waco, TX 76710

#31

STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This agreement is entered into by and between the County of Fort Bend, Texas, hereinafter called "County" and the County of Polk, Texas, hereinafter called "Contractor"

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the Contractor are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the Contractor specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I

TERM AND EFFECTIVE DATE

- 1.01 TERM: This Agreement shall be effective beginning May 1, 2006, and shall be effective for one (1) year.
- 1.02 RENEWAL: This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the per them rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.

- 1.03 TERMINATION: This Agreement shall terminate on the one-year anniversary of any term, original or renewal. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 1.04 This Agreement is also subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any County's inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

- 2.01 PURPOSE: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards and other applicable Texas State and Federal Law as applicable to prison facilities.
- 2.02 HOUSING AND CARE OF INMATES: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set out herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.
- 2.03 MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for medical services, other than routine medical services included in the per-day rate.
- 2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to

- monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization and/or medical care. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmate's medical, dental and mental health record for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 INMATE MEDICAL REPORT: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 FACILITY INSPECTION: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.
- 2.10 TRANSPORTATION AND OFF-SITE SECURITY: Contractor is solely responsible for the transportation of inmates between the County Jail and Contractor Facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 COURT APPEARANCES: Contractor shall be responsible for the transportation of County inmates to/from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 TRANSPORTATION TO TDCJ: Contractor is responsible for the transport of County inmates to the Texas Department of Criminal Justice, Institutional Division, as part of the services covered by the per day rate.
- 2.13 GUARD SERVICE: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15 per hour/per guard.
- 2.14 SPECIAL PROGRAMS: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement to the provision of special programs.
- 2.15 LOCATION AND OPERATION OF FACILITY: Contractor shall provide the detention services described herein at the Polk County IAH Secure Detention Facility, Livingston, Texas, operated by CiviGenics Texas, Inc.
- 2.16 ADMITTING AND RELEASING: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain

records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.

- 2.17 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 30 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III FINANCIAL PROVISIONS

- 3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is forty-nine dollars (\$49.00) per man-day. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that County may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Contractor will bill for the day of arrival, but not for the day of departure.
- 3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County, in arrears. Such invoice will include a list of each of inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Polk County, Texas and will be remitted to:

Polk County Auditor
516 W. Church
Livingston, Texas 77351

Amounts which are not timely paid in accordance with the above procedure will bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of County under this Agreement. County further agrees that Contractor will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE IV ACCEPTANCE OF IMATES


- 4.01 COMPLIANCE WITH LAW: Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any

- time that Contractor's Sheriff determines that a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of County eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirement set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate an appropriate inmate of County.
- 4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's Sheriff. Inmates may also be required to be removed from Contractor's facility when their classification changes for any purpose, including long-term medical segregation.
- 4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmates behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County jail shortly before the discharge date and for County to discharge the inmate from the County jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by

law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising there from. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:	Polk County Auditor 516 W. Church- Livingston, Texas 77351	John P. Thompson  Polk County Judge 101 W. Church, Ste. 300 Livingston, TX 77351
To County:	Fort Bend County Attn: Robert Hebert, County Judge 301 Jackson, Suite 719 Richmond, Texas 77469	
Copy to:	Milton Wright, Fort Bend County Sheriff 1410 Ransom Road Richmond, Texas 77469	

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts the respective parties hereto.
- 5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 REPRESENTATION: Contractor understands and agrees that Polk County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Fort Bend County.
- 5.06 INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
- 5.07 SEVERABILITY: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found

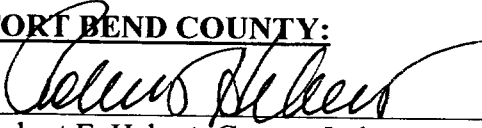
- to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 LIABILITY: This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 5.09 CHOICE OF LAW AND VENUE: Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, Fort Bend County, in the administrative or judicial forum with appropriate jurisdiction.
- 5.10 APPROVALS: This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 FUNDING SOURCE: County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below certifies that there is sufficient funds from current revenues available to County to meet its obligations under this Agreement.

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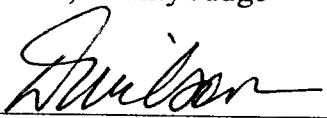
ARTICLE VI.
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:



Robert E. Hebert, County Judge

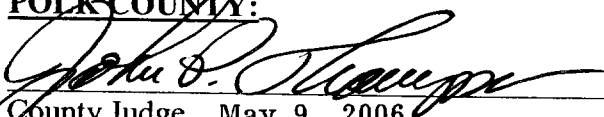
ATTEST: 

Dianne Wilson, Fort Bend County Clerk


Approved: 

Sheriff Milton Wright

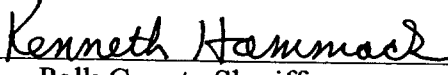
POLK COUNTY:



County Judge May 9, 2006
(revised term approved 7/25/06)

ATTEST: 

Polk County Clerk

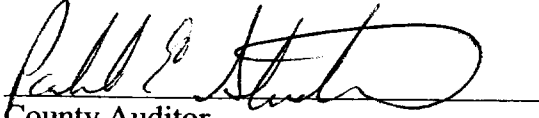
Approved: 

Polk County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\$100,000



County Auditor

MER:Polk County Jail.Agr.3357-Jail(022106)

A copy of this signed contract should be hand delivered or mailed to:
CiviGenics Texas, Inc. Director of Marketing
1105 Wooded Acres Suite 545
Waco, TX 76710

#32

POLK COUNTY TREASURER 3RD QUARTER REPORT FOR THE MONTHS OF APR-MAY-JUN-2006

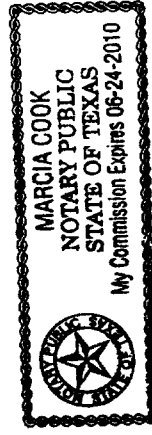
FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	(954,335.75)	5,045,513.66	4,533,174.11	(441,996.20)	3,703,086.66	3,261,090.46
HOTEL TAX	8,036.09	11,308.84	11,334.98	8,009.95		8,009.95
JCTF	77,822.44	6,072.67	246.98	83,648.13		83,648.13
ROAD & BRIDGE	231,293.58	1,007,574.24	1,223,014.54	15,853.28	1,759,076.26	1,774,929.54
LATERAL RD	9,381.28			9,381.28	161,419.00	170,800.28
SECURITY	1,793.90	15,859.81	16,533.61	1,120.10	1,557.51	2,677.61
ENV SERVICE		61,853.90	61,853.90			
HURRICANE RITA REIMB	571,969.90	96,305.64	667,925.83	349.71		349.71
LAW LIBRARY	5,498.94	4,119.00	2,636.52	6,981.42	29,315.50	36,296.92
D A SPECIAL	7,652.95	724.51	5,907.22	2,470.24		2,470.24
D A HOT CHECK	(31,745.60)	3,882.38	(64.03)	(27,799.19)		(27,799.19)
AGING	(47,202.50)	70,435.52	77,998.20	(54,765.18)		(54,765.18)
SHERIFF COMMISSARY	17,433.21	1,582.85	5,715.67	13,300.39		13,300.39
DEBT SERVICE	41,689.43	139,124.68	140,671.50	40,142.61	1,103,754.48	1,143,897.09
DEBT SVC-ENV SVC		2,629.80	3,429.95	(198.90)	679,782.85	679,782.85
MUSEUM TRUST	601.25	141,855.60	164,042.10	(198.90)	4,339.43	4,140.53
JUDICIARY	164,178.94	484.06	120.98	141,992.44		141,992.44
SO CONTRABAND	15,399.50	207.46		15,883.56		15,883.56
DA CONTRABAND	7,120.03			7,206.51	91,668.13	98,874.64
OTER SEIZURES PEND	36,536.16			36,536.16		36,536.16
DRG SEIZURE PEND		7,915.40	1,351.56	6,563.84	144,085.84	150,649.68
SO CONTA (FED)						
RAP	50,649.69	37,177.90	3,492.27	84,335.32		84,335.32
CC RECORDS MGMT	24,951.28	3,509.01	24,953.26	3,507.03		3,507.03
DC RECORDS MGMT	2,825.00	1,092.50	15.00	3,902.50		3,902.50
PROBATION	20,104.29	443,577.54	443,030.49	20,651.34		20,651.34
TOTAL	261,654.01	7,102,806.97	7,387,384.64	(22,923.66)	7,678,085.66	7,655,162.00
JURY FUND	2,604.00	14,988.00	16,010.00	1,582.00		1,582.00
CREDIT CARDS JP	2,911.00	32,512.71	32,957.71	2,466.00		2,466.00
CC EMERG MGMT	50.00	1,355.00	820.00	585.00		585.00
CC COUNTY CLERK	235.50	2,972.72	3,098.22	110.00		110.00
JP#3		116,333.30	116,333.30			
HISTORICAL COMMISSION	6,551.87	787.04	3,343.10	3,995.81	352,607.77	356,603.58
MOSCOW SEWER PROJECT						
PAYROLL	2,980.29	1,564,445.61	1,567,309.68	116.22		116.22
PERMANENT SCHOOL	5,609.51	23.39	23.53	5,609.37	376,740.65	382,350.02
AVAILABLE SCHOOL	749.32	19.95		769.27	89,799.53	90,568.80
FED EQUITABLE SHARE	6,595.26			6,595.26		6,595.26
GRAND TOTAL	289,940.76	8,836,244.69	9,127,280.18	(1,094.73)	8,497,233.61	8,496,138.88

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

Nula Reneau
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21ST DAY OF JULY, 2006

Marcia Cook



TEXPOOL INVESTMENT REPORT
QTR ENDED 06/30/06

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
10 General	6,311,288.86	650,000.00	2,050,000.00	62,619.05	(1,270,821.25)	3,703,086.66
15 Road & Bridge	533,178.91	200,000.00	260,000.00	15,076.10	1,270,821.25	1,759,076.26
17 Lateral R & B	159,470.30			1,948.70		161,419.00
27 Security	4,524.91		3,000.00	32.60		1,557.51
32 Env Svc Operating						
40 Law Library	28,961.61			353.89		29,315.50
61 Debt Service	1,010,886.29	80,000.00		12,868.19		1,103,754.48
61 DBT SVC-Env Svc	671,576.17			8,206.68		679,782.85
83 Museum Trust	6,874.12		2,600.00	65.31		4,339.43
90 SO Contraband						
90 DA Contraband	90,561.46			1,106.67		91,668.13
90 Drg Seizure Pend	150,182.81		7,915.40	1,818.43		144,085.84
28 Historical Comm	348,350.94			4,256.83		352,607.77
91 Perm School	376,653.60			4,573.71	(4,486.66)	376,740.65
92 Avail School	84,254.24			1,058.63	4,486.66	89,799.53
Total Investments	9,776,764.22	930,000.00	2,323,515.40	113,984.79		8,497,233.61

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



B. L. Dockens, County Investment Officer