



POLK COUNTY COMMISSIONERS COURT

May 8, 2007

Polk County Courthouse, 3rd floor

10:00 A.M.

2007-048

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.**

This item is included on the Agenda to allow public comments on topics that may or may not appear on this agenda. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of five (5) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced and furnished by the presenter.

3. **INFORMATIONAL REPORTS.**

This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.

NEW BUSINESS

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).

- A. APPROVE MINUTES OF PREVIOUS MEETING/S: April 24, 2007 (Special) and April 24, 2007 (Regular).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. RECEIVE SHERIFF'S ANNUAL RACIAL PROFILING REPORT.
- G. CONSIDER APPROVAL OF COOPERATIVE AGREEMENT WITH OFFICE OF ATTORNEY GENERAL FOR CHILD SUPPORT SERVICES.
- H. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (**PCT 1**) LOTS 315 AND 316, GREEN ACRES, CAUSE NO. T05-237; LOT 8, BLOCK 11, NUGENTS COVE #1, CAUSE NO. T01-044; LOTS 148, 137 & 150, MANGUM ESTATES #2, CAUSE NO. T01-038 & T00-063; LOTS 89 & 91, LAKELAND HIDEAWAY #2, CAUSE NO. T03-064; LOTS 74-76. SHILOH RIDGE #1, CAUSE NO. T05-286; LOT 361, SHILOH RIDGE #3, CAUSE NO. T02-026; LOT 401, SHILOH RIDGE #3, CAUSE NO. T04-205; LOTS 426 & 427, SHILOH RIDGE #3, CAUSE NO. T00-100.
- I. CONSIDER APPROVAL OF THE UPDATED MASTER STREET ADDRESS GUIDE (MSAG).

- J. CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT WITH MEMORIAL POINT UTILITY DISTRICT FOR USE OF ELECTION EQUIPMENT AND SERVICES.
 - K. CONSIDER REQUEST OF COUNTY AUDITOR FOR RATIFICATION OF AGREEMENT WITH J&H STORAGE FOR TEMPORARY STORAGE SPACE.
 - L. CONSIDER APPROVAL OF CHANGE ORDERS (7, 8, 9 & 10) FOR COUNTY OFFICE ANNEX PROJECT.
5. RECEIVE UPDATE FROM INDEPENDENT AUDIT FIRM ON STATUS OF FY2006 AUDIT REPORT.
 6. CONSIDER ANY/ALL ACTION REGARDING RFP #2007-22, "CIVIL ENGINEERING SERVICES RELATED TO SUBDIVISION PLAT APPROVAL PROCESS AND BRIDGE/CULVERT POLICY".
 7. CONSIDER SHERIFF'S DEPT. REQUEST FOR REPLACEMENT OF DAMAGED VEHICLES.
 8. CONSIDER APPROVAL OF AGREED ORDER RELATED TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) INSPECTION OF COUNTY LANDFILL.
 9. CONSIDER AMENDING PREVIOUSLY APPROVED CAPITAL PROJECT AMOUNT FOR INSTALLATION OF COUNTY TELEPHONE SYSTEM TO INCLUDE IN REIMBURSEMENT RESOLUTION UP TO \$2,500.00 FOR CUSTOMIZING SYSTEM CONNECTIONS/SERVICES.
 10. CONSIDER AMENDING PREVIOUSLY APPROVED CAPITAL PROJECT AMOUNT FOR OFFICE ANNEX RENOVATION TO INCLUDE IN REIMBURSEMENT RESOLUTION UP TO \$230,322.00 FOR CERTAIN PROJECT ADDITIONS.

ADJOURN

By: John P. Thompson, County Judge

Posted: Wednesday, May 2, 2007



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, May 2, 2007 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:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2007 MAY -2 A 9:43



BARBARA MIDDLETON
POLK COUNTY CLERK



May 8, 2007
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2007-048

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 8, 2007 at 10:00 A.M.

AMEND TO READ;

9. **CONSIDER AMENDING PREVIOUSLY APPROVED CAPITAL PROJECT AMOUNT FOR INSTALLATION OF COUNTY TELEPHONE SYSTEM TO INCLUDE IN REIMBURSEMENT RESOLUTION UP TO \$12,500.00 FOR CUSTOMIZING SYSTEM CONNECTIONS/SERVICES AND ADDITIONAL EQUIPMENT AND INSTALLATION FOR DEPARTMENTS MOVING TO OFFICE ANNEX.**

AMEND TO ADD;

11. **CONSIDER APPROVAL OF COUNTY PARTICIPATION IN ALTERNATE INVESTMENT POOL/S AND AGREEMENT/S FOR INVESTMENT BROKER SERVICES AS AUTHORIZED WITHIN THE COUNTY INVESTMENT POLICY AND AS RECOMMENDED BY THE COUNTY TREASURER AND AUTHORIZE COUNTY TREASURER AND COUNTY AUDITOR TO EXECUTE RELATED DOCUMENTS.**
12. **CONSIDER APPROVAL OF CAPITAL PURCHASE NOT TO EXCEED \$9,500.00 FOR EMERGENCY MANAGEMENT PLOTTER FROM GENERAL FUND BALANCE TO BE INCLUDED ON FUTURE REIMBURSEMENT RESOLUTION FOR LEGALLY AUTHORIZED DEBT TO BE ISSUED AT FISCAL YEAR END.**

Commissioners Court of Polk County, Texas

Dated: Friday, May 4, 2007

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 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, May 4, 2007 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).

FILED FOR RECORD

2007 MAY -4 P 4: 25

BARBARA MIDDLETON, COUNTY CLERK

BY Shelana Walker, Deputy

BARBARA MIDDLETON
POLK COUNTY CLERK

COMMISSIONERS COURT
AGENDA POSTING #2007 - 048

BE IT REMEMBERED ON THIS THE 8th DAY OF MAY, 2007
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 AND VERNON LOFTIN,
COUNTY AUDITOR' OFFICE, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES
WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY REV. T.F. BUCKSTON, PASTOR OF THE FIRST APOSTOLIC CHURCH OF GOODRICH.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. JIM JOHNSON OF PRECINCT #1 INVITED EVERYONE TO SPECIAL PERFORMANCE NEXT MONDAY EVENING MAY 14th, OF THE U.S. AIR FORCE BAND AT THE LIVINGSTON JR. HIGH SCHOOL CAMPUS.
3. INFORMATIONAL REPORTS:
 - A. KENNETH HAMBRICK, EMERGENCY MANAGEMENT DIRECTOR GAVE A REPORT ON THE SCHEDULED MESQUITO ABATEMENT FOR POLK COUNTY. THE GRANT APPLICATION HAS BEEN SENT TO THE AUSTIN AND WE ARE AWAITING FUNDS TO PURCHASE EQUIPMENT AND SPRAYING SUPPLIES. HE ALSO REPORTED THAT A WELL (SALT WATER) BLEW OUT IN SCHWAB CITY LAST SUNDAY AFTERNOON. THERE WAS SOME NATURAL GAS ESCAPING FROM THE WELL. THERE WERE NO INJURIES REPORTED. THE RESIDENTS WERE EVACUATED WITHIN A HALF MILE RADIUS OF THE WELL. THE OWNER OF THE WELL WAS CONTACTED AND BY MONDAY MORNING THE WELL HAD BEEN CAPPED. HE THANKED ALL THE DEPARTMENTS & DIFFERENT AGENCIES THAT RESPONDED TO THE EMERGENCY SITUATION, FOR ALL THE COOPERATION AND ASSISTANCE. COMMISSIONER OVERSTREET THANKED KENNETH HAMBRICK FOR EVERYTHING HE DID WHILE HANDLING THE WELL SITUATION.
 - B. COUNTY CLERK, BARBARA MIDDLETON REMINDED EVERYONE THAT TODAY IS LAST DAY FOR EARLY VOTING FOR THE MAY 12th ELECTION. LIVINGSTON LOCATION HAS VOTED 664, ONALASKA HAS VOTED 309, & CORRIGAN HAD VOTED 53 PERSONS. BALLOTS BY MAIL HAS VOTED A TOTAL OF 29.
 - C. COMMISSIONER PURVIS MADE NOTATION OF MATTHEWS ROAD, SITE OF THE OLD SCHOOL AT ASIA, THAT NEEDS TO BE ADDED TO CURRENT MAPPING, REQUESTING THE MATTER BE PLACED ON THE NEXT AGENDA.

NEW BUSINESS

4. CONSENT AGENDA

COMMISSIONER WILLIS REQUESTED THAT WE HEAR ITEM (L) SEPARTELY FROM OTHER AGENDA ITEMS.

4. CONSENT AGENDA

MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE ITEMS (A) THROUGH (K) OF TODAY'S AGENDA ITEMS, AS FOLLOWS.

ALL VOTING YES.

- A. APPROVAL OF MINUTES FOR MEETINGS APRIL 24, 2007 (SPECIAL) AND APRIL 24, 2007 (REGULAR) SESSIONS.
- B. APPROVAL OF BUDGET REVISIONS #2007-14, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVAL OF BUDGET AMENDMENTS #2007-14 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL AND PAYMENT OF SCHEDULES OF BILLS, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
4/18/07	5,641.70	ACH 940
4/18/07	40,066.10	ACH 941
4/18/07	9,370.74	ACH 942
4/18/07	26,689.83	ACH 943
4/18/07	238,507.59	ACH 944
4/18/07	20.65	ACH 945
4/18/07	3,431.19	ACH 946
4/18/07	5,070.06	204610 - 204619
4/23/07	4,826.23	204620 - 204633
4/24/07	3,819.89	204634 - 204637
4/26/07	18,335,000.00	ACH 947
4/26/07	10,536.00	ACH 948
4/26/07	4,429.59	ACH 949
4/26/07	97,818.45	ACH 950
4/26/07	5,972.30	204638 - 204662
4/26/07	363.30	204663
4/30/07	163,119.26	ACH 951
4/30/07	302,134.00	ACH 952
4/30/07	24,304.28	204664
4/30/07	503,361.95	204665 - 204815
5/01/07	16,537.88	204816 - 204822
5/07/07	Addendum (To appear on future schedule)	\$ 12,465.81
TOTAL	\$ 19, 801,020.99	

- E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)
- F. RECEIVE SHERIFF'S ANNUAL RACIAL PROFILLING REPORT. (SEE ATTACHED)
- G. APPROVAL OF COOPERATIVE AGREEMENT WITH OFFICE OF ATTORNEY GENERAL FOR CHILD SUPPORT SERVICES. (SEE ATTACHED)
- H. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:

PRECINCT #1

LOTS 315 & 316, GREEN ACRES , CAUSE NO. T05-237;
 LOT 8, BLOCK 11, NUGENTS COVE #1, CAUSE NO. T01-044;
 LOTS 148, 137 & 150, MANGUM ESTATES #2, CAUSE NO. T01-038 & T00-063;
 LOTS 89 & 91, LAKELAND HIDEAWAY #2, CAUSE NO. T03-064;
 LOTS 74 - 76, SHILOH RIDGE #1, CAUSE NO. T05-286;
 LOT 361, SHILOH RIDGE #3, CAUSE NO. T02-026;
 LOT 401, SHILOH RIDGE #3, CAUSE NO. T04-205;
 LOTS 426 & 427, SHILOH RIDGE #3, CAUSE NO. T00-100.

- I. APPROVAL OF UPDATED MASTER STREET ADDRESS GUIDE(MSAG). (SEE ATTACHED)
- J. APPROVE COUNTY CLERK'S REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT WITH MEMORIAL POINT ITILIT DISTRICT FOR USE OF ELECTION EQUIPMENT AND SERVICES. (SEE ATTACHED)
- K. APPROVE RATIFICATION OF AGREEMENT WITH J & H STORAGE FOR TEMPORARY STORAGE SPACE REQUESTED BY COUNTY AUDITOR. (SEE ATTACHED)
- L. **CHANGE ORDER FOR COUNTY OFFICE ANNEX PROJECT:**
 JAY BURKS OF MAINTENANCE ENGINEERING EXPLAINED VARIOUS DETAILS TO THE COURT REGARDING THE CHANGES NEEDED FOR THE RENOVATION OF OFFICE SPACE.
MOTION:
 MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE CHANGE ORDERS (7, 8, 9, &10) IN THE TOTAL AMOUNT OF \$14,970.00.
 ALL VOTING YES.

5. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, **TO TABLE ITEM #5**, RECEIVE UPDATE FORM INDEPENDENT AUDIT FIRM ON STATUS OF FY2006 AUDIT REPORT.
 ALL VOTING YES.
6. BID #2007-22 - RFP'S FOR ENGINEERING SERVICES:
 ONE PROPOSAL SUBMITTED BY KLOTZ ASSOCIATES, INC. OF LUFKIN, TEXAS.
MOTION:
 MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPROVAL TO APPOINT TWO COMMISSIONERS (WILLIS & VINCENT) TO SERVE ON COMMITTEE, TO REVIEW AND EVALUATE THE PROPOSAL BY KLOTZ ASSOCIATES INC. AND TO MOVE FORWARD ON A FUTURE CONTRACT AGREEMENT.
 ALL VOTING YES.
7. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE SHERIFF'S REQUEST TO REPLACE TWO UNITS (1) PATROL CAR & (1) PICK-UP THAT WERE DAMAGED, ALLOWING THE SHEIRFF TO ADVERTISE FOR PURCHASES OR PURCHASE THROUGH HVAC (STATE CONTRACT PRICE) AND USE THE INSURANCE PROCEEDS TO OFFSET PURCHASE PRICE.
 ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL OF AGREED ORDER RELATED TO TEXAS COMMISSION ON ENVIROMENTAL QUALITY (TCEQ) INSPECTION OF COUNTY LANDFILL.
 ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO "AMEND" PREVIOUSLY APPROVED CAPITAL PROJECT AMOUNT FOR INSTALLATION OF COUNTY TELEPHONE SYSTEM TO INCLUDE ON THE REIMBURSEMENT RESOLUTION UP TO \$12,500.00, FOR CUSTOMIZING SYSTEM CONNECTIONS / SERVICES AND ADDITIONAL EQUIPMENT & INSTALLATION FOR DEPARTMENTS MOVING TO OFFICE ANNEX.
 ALL VOTING YES.
10. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO "AMEND" PREVIOUSLY APPROVED CAPTIAL PROJECT AMOUNT FOR OFFICE ANNEX RENOVATIONS TO INCLUDE ON THE REIMBURSEMENT RESOLUTION UP TO \$230,322.00 FOR CERTAIN PROJECT ADDITIONS.
 ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL OF COUNTY PARTICIPATION IN ALTERNATE INVESTMENT POOL/S AND AGREEMENT/S FOR INVESTMENT BROKER SERVICES AS AUTHORIZED WITHIN THE COUNTY INVESTMENT POLICY AND AS RECOMMENDED BY THE COUNTY TREASURER AND AUTHORIZE COUNTY TREASURER & COUNTY AUDITOR TO EXECUTE RELATED DOCUMENTS.
ALL VOTING YES.

12. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE CAPITAL PURCHASE NOT TO EXCEED \$9,500.00 FOR EMERGENCY MANAGEMENT PLOTTER FROM GENERAL FUND BALANCE TO BE INCLUDED ON FUTURE REIMBURSEMENT RESOLUTION FOR LEGALLY AUTHORIZED DEBT TO BE ISSUED AT FISCAL YEAR END.
ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS , TO ADJOURN COURT THIS 8th DAY OF MAY, 2007 AT 10:43 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2007\MAY 08.2007.wpd

#4(B.)

2007 - 14
05/08/07

Revision
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	3,616.86
015 ROAD & BRIDGE ADM	1,770.42
093 CO CLERK RECORDS MGMT FUND	3,587.28-

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

Ray Stelly

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

VOL. 53 PAGE 510
Amendments from last Court date

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CLK
			OLD BUDGET	AMENDED BUDGET	CHANGE		
			AMOUNT	AMOUNT			
2007 010-342-400	COUNTY JUDGE TRAVE	04/25/2007	.00	206.30	206.30	TRAVEL REFUND	SD
2007 010-342-400	COUNTY JUDGE TRAVE	04/25/2007	206.30	206.30	412.60-	CORRECTION	SD
2007 010-342-403	COUNTY CLERK REIMB	05/02/2007	139.61-	143.19-	3.58-	TRAVEL REFUND	SD
2007 010-342-569	REIMBURSEMENT-SHER	04/25/2007	839.06-	993.89-	154.83-	REFUND ON RETURNED MERCHEND	SD
2007 010-342-569	REIMBURSEMENT-SHER	04/25/2007	993.89-	1,543.26-	549.37-	FUEL REIMB CK 204497	SD
	TOTAL AMENDMENTS		5	TOTAL CHANGES	914.08-		
2007 010-367-110	ANIMAL SHELTER	04/25/2007	904.00-	984.00-	80.00-	DONATIONS	SD
2007 010-367-110	ANIMAL SHELTER	04/25/2007	984.00-	1,529.00-	545.00-	DONATIONS	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES	625.00-		
2007 010-400-427	TRAVEL/TRAINING	04/25/2007	2,500.00	2,706.30	206.30	TRAVEL REFUND	SD
EXP. SUM. - CO JUDGE			1	TOTAL CHANGES	206.30		
2007 010-401-400	ATTORNEY FEES/COMM	04/25/2007	36,000.00	26,000.00	10,000.00	TRANSFER TO FACILITY STUDY	SD
2007 010-401-476	FACILITY STUDY GRO	04/25/2007	19,000.00	19,000.00	10,000.00	TRANSFER FROM ATTORNEY COME	SD
EXP. SUM. - COMM COURT			2	TOTAL CHANGES	.00		
2007 010-403-108	SALARIES - PART/CI	04/25/2007	1,795.43	5,386.29	3,590.86	TO COVER PT SALARY	SD
EXP. SUM. - COUNTY CLERK			1	TOTAL CHANGES	3,590.86		
2007 010-409-311	POSTAGE	04/25/2007	65,000.00	65,029.58	29.58	TRANSFER FROM OFFICE SUPPL	SD
EXP. SUM. - GENERAL OPERATION			1	TOTAL CHANGES	29.58		
2007 010-560-330	FUEL & OIL	04/25/2007	160,813.13	160,263.76	549.37	FUEL REIMB CK 204497	SD
2007 010-560-392	ANIMAL SHELTER	04/25/2007	11,674.00	11,754.00	80.00	DONATIONS	SD
2007 010-560-392	ANIMAL SHELTER	04/25/2007	11,754.00	12,299.00	545.00	DONATIONS	SD
2007 010-560-393	LAW ENFORCEMENT SU	04/25/2007	28,526.25	28,681.08	154.83	REFUND ON RETURNED MERCHEND	SD
EXPENSE SUMMARY - SHERIFF DEPT			4	TOTAL CHANGES	1,329.20		
2007 010-650-427	TRAVEL/TRAINING	04/25/2007	1,500.00	2,500.00	1,000.00	FUNDS MOVED TO COVER EXP WB	SD
2007 010-650-572	FURNISHINGS OFFICE	04/25/2007	1,000.00	.00	1,000.00-	FUNDS MOVED TO COVER EXP IN	SD
EXP SUMMARY - LIBRARY & MUSEUM			2	TOTAL CHANGES	.00		
2007 015-370-200	PCT 3 SALE OF ASSE	04/25/2007	20,350.00-	58,850.00-	38,500.00-	PURCHASE OF DOZER	SD
EXP. SUM. - ROAD & BRIDGE			1	TOTAL CHANGES	38,500.00-		
2007 015-522-315	OFFICE SUPPLIES	04/25/2007	1,500.00	1,470.42	29.58-	FOR STAMPS	SD
PRECINCT #2 - ROAD & BRIDGE			1	TOTAL CHANGES	29.58-		
2007 015-523-571	ROAD MACHINERY/EQU	04/25/2007	.00	38,500.00	38,500.00	PURCHASE OF DOZER	SD
EXP. SUM. - ROAD MACHINERY/EQU			1	TOTAL CHANGES	38,500.00		
2007 015-525-203	EIGHT OF MAY	04/25/2007	1,800.00	1,800.00	1,800.00	TRANSFER FROM FUND BALANCE	SD
EMERGENCY REPAIR SUMMARY			1	TOTAL CHANGES	1,800.00		
2007 093-403-410	RECORDS ARCHIVE FE	04/25/2007	36,204.57	32,613.71	3,590.86-	TRANSFER TO COVER PT SALARY	SD
2007 093-403-410	RECORDS ARCHIVE FE	05/02/2007	32,613.71	32,617.29	3.58	TRANSFER REFUND	SD
TOTAL AMENDMENTS			2	TOTAL CHANGES	3,587.28-		

SCHEDULE OF BILLS BY FUND

ACH 940

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,641.70

TOTAL OF ALL FUNDS	5,641.70

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

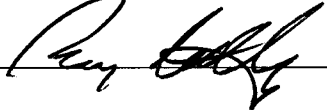
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,101.78
015	ROAD & BRIDGE ADM	6,619.80
027	SECURITY	265.20
051	AGING	656.78
101	ADULT SUPERVISION	4,376.04
185	CCAP - JUVENILE PROBATION	2,046.50
TOTAL OF ALL FUNDS		40,066.10

AC 14 941

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,104.70
015	ROAD & BRIDGE ADM	1,548.30
027	SECURITY	62.04
051	AGING	153.60
101	ADULT SUPERVISION	1,023.50
185	CCAP - JUVENILE PROBATION	478.60
TOTAL OF ALL FUNDS		9,370.74

ACIT 942

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

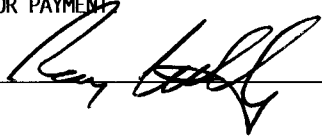
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,162.09
015	ROAD & BRIDGE ADM	3,723.08
027	SECURITY	111.88
051	AGING	187.10
101	ADULT SUPERVISION	3,133.52
185	CCAP - JUVENILE PROBATION	1,372.16
	TOTAL OF ALL FUNDS	26,689.83

AC11943

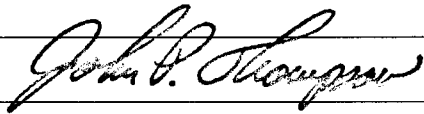
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	155,506.50
015	ROAD & BRIDGE ADM	40,795.36
027	SECURITY	1,683.58
051	AGING	4,333.05
101	ADULT SUPERVISION	24,426.41
185	CCAP - JUVENILE PROBATION	11,762.69
TOTAL OF ALL FUNDS		238,507.59

ACH 944

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20.65

TOTAL OF ALL FUNDS	20.65

AC 11-945

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

RAY STELLY

[Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

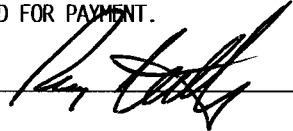
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,915.35
015 ROAD & BRIDGE ADM	515.84

TOTAL OF ALL FUNDS	3,431.19

ACH 946

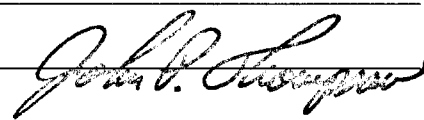
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,712.08
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		5,070.06

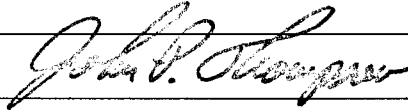
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



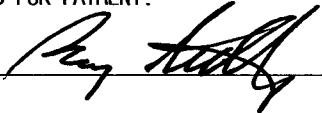
COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,832.43
015	ROAD & BRIDGE ADM	681.38
051	AGING	312.42

	TOTAL OF ALL FUNDS	4,826.23

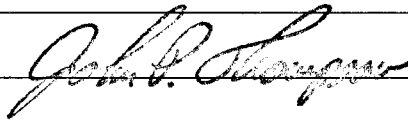
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON




COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

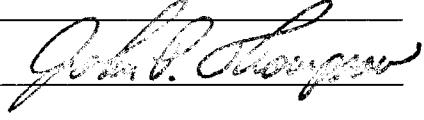
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,819.89
	TOTAL OF ALL FUNDS	3,819.89

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

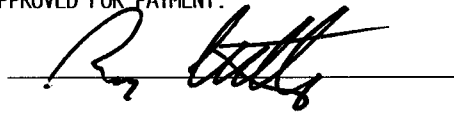
FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	18,335,000.00

TOTAL OF ALL FUNDS	18,335,000.00

ACT 947

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

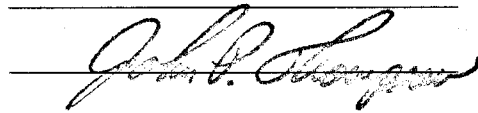
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

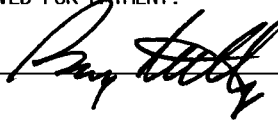
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	10,536.00

TOTAL OF ALL FUNDS	10,536.00

ACIF 948

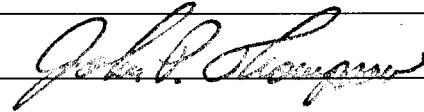
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

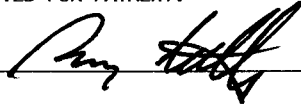
FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,429.59

TOTAL OF ALL FUNDS	4,429.59

AC 17 949

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	63,578.83
015	ROAD & BRIDGE ADM	16,195.49
027	SECURITY	639.39
051	AGING	1,599.67
101	ADULT SUPERVISION	10,947.99
185	CCAP - JUVENILE PROBATION	4,857.08
TOTAL OF ALL FUNDS		97,818.45

ACH 950

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

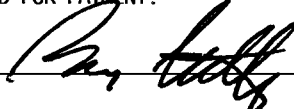
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

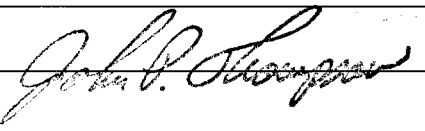
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,489.89
015	ROAD & BRIDGE ADM	626.07
027	SECURITY	27.00
051	AGING	368.10
056	SHERIFF-COMMISSARY FUNDS	446.74
101	ADULT SUPERVISION	14.50
TOTAL OF ALL FUNDS		5,972.30

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	251.25
015	ROAD & BRIDGE ADM	98.05
185	CCAP - JUVENILE PROBATION	14.00

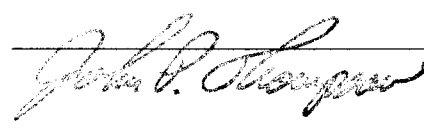
	TOTAL OF ALL FUNDS	363.30

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

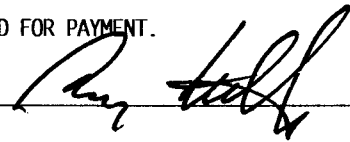
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	29,654.67
088 JUDICIARY FUND	133,464.59

TOTAL OF ALL FUNDS	163,119.26

ACH 951

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

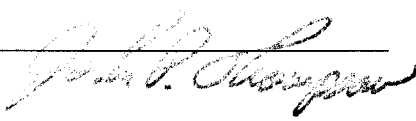
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	302,134.00
	TOTAL OF ALL FUNDS	302,134.00

AC17952

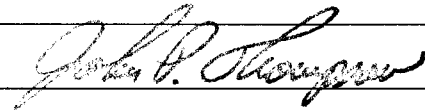
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

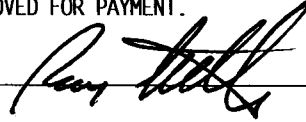
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	108.80
088 JUDICIARY FUND	24,195.48

TOTAL OF ALL FUNDS	24,304.28

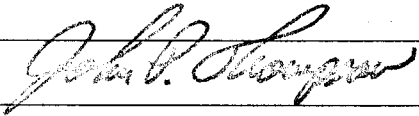
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

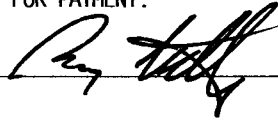
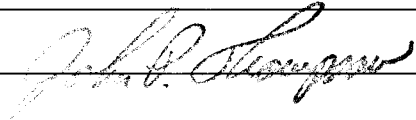


COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	142,786.50
015	ROAD & BRIDGE ADM	357,705.54
040	LAW LIBRARY FUND	441.54
051	AGING	2,073.07
088	JUDICIARY FUND	355.30

	TOTAL OF ALL FUNDS	503,361.95

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

RAY STELLY 
COUNTY AUDITOR _____
JOHN P. THOMPSON _____
COUNTY JUDGE 

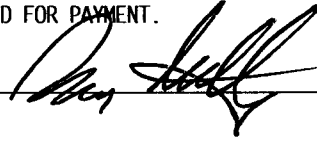
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,319.88
051	AGING	218.00

	TOTAL OF ALL FUNDS	16,537.88

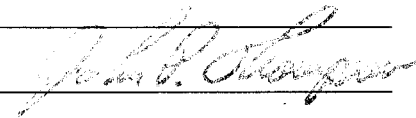
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

VOL. 53 PAGE 534

ADDENDUM
SCHEDULE OF BILLS FOR
MAY 8, 2007
FY 2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
BOBINGER, WANDA	REIMBURSMENT FOR TRAVEL	MUSEUM	010-650-427	\$ 444.29
CIVIGENICS, INC	POLK COUNTY	INMATE	010-512-440	\$ 4,608.00
COUNTY & DIST. CLERK ASSO	TRAINING	CO CLERK	010-403-427	\$ 400.00
FORENSIC TRAINING SERV	TRAINING	SHERIFF DEPT	010-560-427	\$ 1,180.00
FORENSIC TRAINING SERV	TRAINING	CONST. # 1	010-551-315	\$ 295.00
INN OF THE HILLS	LODGING FOR TRAINING	SHERIFF DEPT	010-560-427	\$ 361.60
INN OF THE HILLS	LODGING FOR TRAINING	SHERIFF DEPT	010-560-427	\$ 361.60
JERRY, WILLIAM	TRAVEL ADVANCE	SHERIFF DEPT	010-560-427	\$ 25.00
LONGINO, DARRELL	REIMBURSMENT FOR TRAVEL	JP#1	010-455-427	\$ 343.97
LOWRIE, ANTHONY	TRAVEL ADVANCE	SHERIFF DEPT	010-560-427	\$ 25.00
MARTIN, CHERYL	TRAVEL REIMBURSEMENT	EMERG MGMT	010-695-427	\$ 118.61
MIDDLETON, BARBARA	TRAVEL ADVANCE	CO CLERK	010-403-427	\$ 300.00
MIDDLETON, BARBARA	TRAVEL ADVANCE	CO CLERK	010-403-484	\$ 200.00
NORTH & EAST CO. J & C ASSO	TRAINING	COMM COURT		\$ 450.00
OFFICE OF THE SECRETARY	REGISTRATION	CO CLERK	010-403-484	\$ 180.00
SANDERS, JOHN	TRAVEL ADVANCE	SHERIFF DEPT	010-560-427	\$ 25.00
SHERATON AUSTIN	LODGING FOR TRAINING	CO CLERK	010-403-484	\$ 308.25
SMITH, HOWARD	TRAVEL ADVANCE	SHERIFF DEPT	010-560-427	\$ 25.00
THE OFFICE OF LAW ENF	TRAVEL ADVANCE	SHERIFF DEPT	010-560-427	\$ 350.00
THE RENINGTON	LODGING FOR TRAINING	SCO CLERK	010-403-427	\$ 454.25
THOMPSON, JOHN P.	REIMBURSMENT FOR TRAVEL	CO JUDGE		\$ 1,923.24
WEST GROUP	LAW LIBRARY	JP#1	040-650-334	\$ 87.00
TOTAL				<u>\$ 12,465.81</u>



17

DATE: APRIL 25 - MAY 8, 2007

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	ANTHONY KEITH YAW	SHERIFF JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	RESIGNATION EFFECTIVE 04/26/2007
(2)	PEYTON W. REED	SHERIFF	#1043 TELECOMMUNICATIONS OPERATOR	REGULAR FULL-TIME	14/01 \$22,859.20	RESIGNATION EFFECTIVE 05/06/2007
(3)	KIMBERLY A. YOUNG	J P #4	#0106 COURT CLERK	REGULAR FULL-TIME	14/02 \$23,420.80	RESIGNATION EFFECTIVE 04/24/2007
(4)	SYBLE M. MCCLAIN	AGING	#1263 ASST AGING SER. DIR/SITE MGR	REGULAR FULL-TIME	17/01 \$26,457.60	MERIT INCREASE TO 17/03 (\$27,768.00) EFFECTIVE 5/14/2007
(5)	HAVEN MAYS MCCAIN	JAIL	#1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/01 \$10.99/HR	NEW HIRE EFFECTIVE 05/09/2007
(6)	NANCY J. WATSON	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 05/14/2007
(7)	DEBORAH LEE DUDLEY	SOCIAL AGING SERVICES	#0102 SECRETARY I	LABOR POOL (-900)	12/01 9.98/HR	RECLASSIFY FROM #0102 (12/01) LABOR POOL (-900) TO #0102 REGULAR FULL-TIME (12/01) (\$20,758.40) EFFECTIVE 05/21/2007
(8)	SARAH ELIZABETH PERKINS	J P #4	#0106 COURT CLERK	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 05/21/2007
(9)	JOSEPH RYAN CUDE	R & B #4	#0113 MAINTENANCE WORKER	REGULAR FULL-TIME	12/01 \$20,758.40	RECLASSIFY FROM #0113 (12/01), FULL-TIME, TO #0109 (14/01) (22,859.20), REGULAR FULL-TIME EFFECTIVE 05/14/2007
(10)	JAMES LARRY COLVIN	SHERIFF	#1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/01 \$10.99/HR	NEW HIRE EFFECTIVE 05/14/2007
(11)	JAMES M. ROMERO	SHERIFF	#1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$30,617.60	NEW HIRE EFFECTIVE 05/14/2007
(12)						
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Polk County
Sheriff's Office

Annual Racial Profiling Report

(2006)

**Polk County Sheriff's Office
Annual Racial Profiling Report
January 1, 2006---December 31, 2006**

Table of Contents

(I) Introduction

- a) Opening Statement
- b) The Texas Law on Racial Profiling
- c) Outline of Requirements Introduced by The Texas Racial Profiling Law

(II) Responding to the Texas Racial Profiling Law

- a) Institutional Policy on Racial Profiling
- b) Training Administered to Law Enforcement Personnel
- c) Report on Complaints Filed Against Officers for Violating Racial Profiling Policy

(III) Data and Recommendations

- a) Contact Information 1/1/06 to 12/31/06
- b) Recommendations

POLK COUNTY

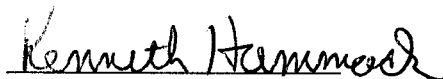
**KENNETH HAMMACK, Sheriff**1733 N. Washington
Livingston, Texas 77351
(936) 327-6810**BYRON LYONS**
Chief Deputy**ALENE EDMONDS**
Adm. Assistant

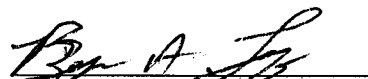
Since January 1, 2005 the Polk County Sheriff's Office in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Polk County Sheriff's Office continues to strive towards the goal of maintaining strong relations with the community.

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

The final components of this report provide statistical data relevant to the public contacts made during the period of 1/1/06 and 12/31/06. The recommendations for future areas of research are also included. It is my sincere hope that the channels of communication between community leaders and the Polk County Sheriff's Office continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,


Sheriff Kenneth Hammack


Chief Deputy Byron Lyons

The
Texas Law On
Racial Profiling

AN ACT

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

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

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

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

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

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

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

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

(1) clearly define acts constituting racial profiling;

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

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

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

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

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

(A) the person's gender; and

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

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

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

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

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

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

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

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

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

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

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

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

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

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

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

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

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

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

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

(3) analyzing and reporting collected information.

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. Not later than January 1, 2002:

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

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

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

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

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

S.B. No. 1074

President of the Senate

Speaker of the House

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

Secretary of the Senate

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

Chief Clerk of the House

S.B. No. 1074

Approved:

Date

Governor

Outline of Requirements
Introduced by the
Texas Racial Profiling Law

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

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

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

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

Standard 1

Each law enforcement agency has a detailed written directive that:

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

Commentary

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

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

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

Standard 2

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

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

Commentary

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

Standard 3

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

Commentary

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

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

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

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

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

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

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

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

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

Standard 4

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

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

Commentary

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

Standard 5

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

Commentary

None

Standard 6

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

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

Commentary

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

Standard 7

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

Commentary

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

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

Section II

Responding to the Texas Racial Profiling Law

Polk County Sheriff's Department
Directive

Addressing Racially Biased Policing

And the Perceptions Thereof

Written Directive

Initiation Date

Approved by: Kenneth Hammack, Sheriff

10-01-01

Review Date: March 22, 2005

PURPOSE

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

I. GENERAL CONSIDERATIONS AND GUIDELINES:

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

II. MISSION STATEMENT

a. It is the policy of the Department to:

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

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

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

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

X. COMPLAINT OF RACIALLY BIASED POLICING

a. Who may file:

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

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

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

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

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

f. Telephone Complaints

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

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

Training

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

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

All Polk County Sheriff's Office Deputies have attended Cultural Diversity and Racial Sensitivity training prior to January 2007. It is our plan to update this training periodically as well have all newly hired officers attend this training.

Racial Profiling Complaints

The Polk County Sheriff's Office has investigated no racial profiling complaints during the year of 2006.

Section III
Data and Analysis

DURING THE PERIOD 01/01/2006 TO 12/31/2006 THE FOLLOWING STATISTICS WERE RECORDED.

Tier 1 Data	African	Asian	Hispanic	Native American	Caucasian	Other	Total
CONTACTS - COUNT	70	2	26	6	313	2	
CONTACTS - %	16.7	0.4	6.2	1.4	74.7	0.4	100
SEARCHES - COUNT	16	0	5	1	95	0	
SEARCHES - %	13.6	0.0	4.2	0.8	81.1	0.0	100
CONSENSUAL SEARCHES - COUNT	14	0	5	1	80	0	
CONSENSUAL SEARCHES - %	14.0	0.0	5.0	1.0	80.0	0.0	100
PC FOR SEARCH - COUNT	4	0	3	0	18	0	
PC FOR SEARCH - %	16.0	0.0	12.0	0.0	72.0	0.0	100
CUSTODY ARRESTS - COUNT	0	0	0	0	8	0	
CUSTODY ARRESTS - %	0.0	0.0	0.0	0.0	100.0	0.0	100

DURING THE PERIOD 01/01/2006 TO 12/31/2006 THE FOLLOWING STATISTICS WERE RECORDED.

African:

STOPS CONDUCTED:	70
REASON - HAZARDOUS:	46
REASON - NONHAZARDOUS:	4
REASON - INVESTIGATIVE:	18
REASON - OTHER:	2
SEARCHES CONDUCTED:	16
SEARCHES WITH CONSENT:	14
RESULTING IN ARREST:	0
RESIDENTS:	29
NON-RESIDENTS:	41
MALES:	51
FEMALES:	19

ASIAN:

STOPS CONDUCTED:	2
REASON - HAZARDOUS:	2
REASON - NONHAZARDOUS:	0
REASON - INVESTIGATIVE:	0
REASON - OTHER:	0
SEARCHES CONDUCTED:	0
SEARCHES WITH CONSENT:	0
RESULTING IN ARREST:	0
RESIDENTS:	0
NON-RESIDENTS:	2
MALES:	2
FEMALES:	0

NATIVE AMERICAN:

STOPS CONDUCTED:	6
REASON - HAZARDOUS:	0
REASON - NONHAZARDOUS:	1
REASON - INVESTIGATIVE:	5
REASON - OTHER:	0
SEARCHES CONDUCTED:	1
SEARCHES WITH CONSENT:	1
RESULTING IN ARREST:	0
RESIDENTS:	6
NON-RESIDENTS:	0
MALES:	3
FEMALES:	3

HISPANIC:

STOPS CONDUCTED:	26
REASON - HAZARDOUS:	10
REASON - NONHAZARDOUS:	6
REASON - INVESTIGATIVE:	10
REASON - OTHER:	0
SEARCHES CONDUCTED:	5
SEARCHES WITH CONSENT:	5
RESULTING IN ARREST:	0
RESIDENTS:	15
NON-RESIDENTS:	11
MALES:	26
FEMALES:	0

CAUCASIAN:

STOPS CONDUCTED:	313
REASON - HAZARDOUS:	125
REASON - NONHAZARDOUS:	52
REASON - INVESTIGATIVE:	128
REASON - OTHER:	6
SEARCHES CONDUCTED:	95
SEARCHES WITH CONSENT:	80
RESULTING IN ARREST:	8
RESIDENTS:	186
NON-RESIDENTS:	127
MALES:	224
FEMALES:	88

DURING THE PERIOD 01/01/2006 TO 12/31/2006 THE FOLLOWING STATISTICS WERE RECORDED.

OTHER:

STOPS CONDUCTED:	2
REASON - HAZARDOUS:	2
REASON - NONHAZARDOUS:	0
REASON - INVESTIGATIVE:	0
REASON - OTHER:	0
SEARCHES CONDUCTED:	0
SEARCHES WITH CONSENT:	0
RESULTING IN ARREST:	0
RESIDENTS:	0
NON-RESIDENTS:	2
MALES:	1
FEMALES:	1

TOTAL STOPS COUNTED: 419

Analysis

The data presented in this report contains valuable information regarding Sheriff Department contacts with the public between 1/1/06 and 12/31/06. Despite its value, the raw data does not present much information relevant to racial profiling trends.

Thus, it is felt that further analysis of the data is warranted. As such, data was obtained through the Texas Department of Public Safety (DPS), via a public information request. The data obtained from DPS included the race and gender of drivers in the area of Polk County during the 2003 calendar year. The decision to obtain DPS data was made since, according to experts, census data presents challenges to any effort made at establishing a fair and accurate analysis. That is, census data contains information of all residents of a particular community, regardless of the fact they may or may not be among the driving population. This has a tendency of inflating the overall figures; thus, providing an inaccurate representation of Deputy contacts with the public. Therefore, it is felt that DPS data is relevant to county residents who reside in Polk County and have come in contact with the Sheriff's Department during a given year, will offer a more accurate representation and provide further insights than other sources including census data.

*It must be noted that Hispanics were grouped with Caucasians for purposes of this analysis since DPS does not collect information related to the ethnicity of drivers. In fact, according to their own language, DPS considers Hispanics, in their data collection process, as Caucasians.

Recommendations

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

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

4(G)

**Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Polk County, Texas**

CONTRACT NO. 07-C0189

1 INTRODUCTION & PURPOSE

- 1.1 This document encompasses furnishing Registry Only court order information relating to Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries (“State Case Registry”) and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas Child Support State Disbursement Unit (SDU) (“Local Customer Service”). A County may contract to provide State Case Registry services only. However a County contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2 Polk County (“County”) is contracting with the Office of the Attorney General (“OAG”) to furnish Registry Only court order information relating to Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the SDU.
- 1.3 This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4 The term “OAG Systems” when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES) and any applicable automated systems used by the OAG’s Vendor for the SDU including all of their subsystems, functions, processes, and security requirements.
- 1.5 Unless specified otherwise in this Contract, all procedures required to be followed by

the County will be made available to the County on the OAG portal at <http://portal.oag.state.tx.us>.

2 CONTRACT PERIOD

This Contract shall commence on September 1, 2006 and shall terminate on August 31, 2008, unless terminated earlier by provisions of this Contract.

3 STATE CASE REGISTRY ACTIVITIES

3.1 County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3.1.1 County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

3.1.2 County must provide, if available, the following data elements:

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

3.1.2.2 family violence indicator

3.1.2.3 name of each participant (last and first)

3.1.2.4 sex code for each participant

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

3.1.2.6 date of birth for each participant

3.1.2.7 cause number

3.1.2.8 cause county code

3.1.2.9 start date of cause

3.1.2.10 order modification date

3.1.2.11 address lines 1, 2, and 3, City, State, Zip (custodial parent only).

- 3.1.3 County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.
- 3.1.4 County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case deactivation and order transfers.
- 3.1.5 County shall provide new order information within either five (5) working days of the judge signing the order or five (5) working days of the date that the County is notified by the Texas State Disbursement Unit ("SDU") that a payment has been received at the SDU; whichever is earlier.
- 3.1.6 County shall provide update order information within three (3) working days of receipt.
- 3.1.7 County shall provide new and updated order information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

4 LOCAL CUSTOMER SERVICE

4.1 County Customer Service Unit Resources and Services

The term "Child Support Cases" when used in this Section 4 and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

- 4.1.1 County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Security and Confidentiality Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, CP, NCP). These activities include but are not limited to:

- 4.1.1.1 Researching payments on Child Support Cases that should have been but were not received by the OAG.

4.1.1.2 Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

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

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

4.1.3 Resources as used in this Customer Services Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines, and any County-specific IVR system.

4.2 Customer Service Unit Documentation

4.2.1 County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.

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

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

4.2.3 County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center which is 1-877-474-4463.

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

following the reporting month.

- 4.2.5 The electronic files associated with customer service activity that the County may receive and process are:
 - 4.2.5.1 Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
 - 4.2.5.2 Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
 - 4.2.5.3 Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).
 - 4.2.5.4 Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).
- 4.2.6 The electronic file associated with customer service activity that the County may transmit is:
 - 4.2.6.1 OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).
- 4.2.7 In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.
- 4.2.8 County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG "Consolidated Payment Record" application.

5 ACCESSING OAG SYSTEMS

5.1 County Responsibilities

- 5.1.1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.

- 5.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
- 5.1.3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this the County must demonstrate sufficient resources and ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.
- 5.1.4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 5.1.5 Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.
- 5.1.6 The ICD050 computer file specifications and format will be made available to the County on the OAG portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.
- 5.1.7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 5.1.8 County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.2 OAG Responsibilities

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

6 REIMBURSEMENT

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

County shall submit the invoice to:

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

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

6.5 Reimbursement for Inquiries Handled by a County-Specific IVR

6.5.1 In order to be reimbursed for handling customer inquiries received and answered through a County-specific IVR the County must first demonstrate to the OAG that the County IVR has sufficient controls to satisfy the requirements of Section 8.14 below and to assure that information is provided only to persons authorized to have access to the information. The County must also demonstrate that the County has successfully integrated SDU collections into their IVR to include adequate documentation confirming the daily integration of collections/disbursements (ICD 12, ICD 13 and ICD 15 are available for County use each day) received by OAG Systems is present on the County-specific IVR for each month that County is requesting reimbursement for. Upon OAG agreement that sufficient controls are in place and that successful integration has occurred, County may invoice OAG for handling customer inquiries received and answered through a County-specific IVR.

6.5.2 County shall track and make available, upon request of OAG, documentation regarding inquiries received and handled by a County-specific IVR system. The County-specific IVR system must be able to document an allowable category of customer service activity. The allowable categories of customer service activity are: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, CP, NCP). For inquiries handled by a County-specific IVR system, County shall document, at a minimum, the following information: OAG case number and/or court cause number, County ID Number, NCP name, CP name, and date of inquiry. County shall also document the applicable allowable category of customer service activity that the County-specific IVR system is capable of performing. A County report to OAG Systems is not required.

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

Contract Manager, State Case Registry and Local Customer Service
Mail Code 062

Office of the Attorney General

P.O. Box 12017
Austin, Texas 78711-2017

- 6.5.4 The invoice shall contain the OAG Contract Number, identification of the services provided, the calendar month the services were provided, the location of the County-specific IVR, the number of inquiries handled by the County-specific IVR during the particular calendar month and a request for payment of the federal share of the County's Contract associated cost for the particular month that the services were provided.

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

County shall provide additional information and/or documentation as the OAG reasonably may require; provided that such information and/or documentation is available without having to program the County Specific IVR beyond the programming required by Section 6.2.5.2 above. County shall respond to any OAG request for additional information and/or documentation to support payment within seven (7) calendar days of receipt. The OAG shall process a properly prepared invoice (which invoice must also include a properly prepared, properly structured, timely delivered and readable electronic listing) for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act. The County agrees that payment for any services not properly billed to the OAG within the next three billing cycles immediately following the month in which the services were provided is solely within the discretion of the OAG and that OAG may decline to pay for any such services.

6.6 Reimbursement Rates

6.6.1 State Case Registry

The OAG shall be financially liable to the County for the federal share of the County's

Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of \$11.89 per new and modified Registry Only Court Order plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$3.09 per Registry Only Court Order updated. Thus: [(Calendar Month new and modified Registry Only Court Orders provided x \$11.89) + (Calendar Month Registry Only Court Orders updated x \$3.09)] x Federal Share = OAG Liability.

6.6.2 Local Customer Service

The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 4.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$3.09 per inquiry. For purpose of reference only the Federal Disallowance Percentage on the effective date of this Contract is 13%. Thus: (Calendar Month IV-D Inquiries Handled by County Personnel) + (Calendar Month Registry Only Inquiries Handled by County Personnel - Federal Disallowance Percentage) x (\$3.09) x (Federal Share) = OAG Liability.

6.6.3 Inquiries Handled by a County-Specific IVR

The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by a County-specific IVR during the calendar month, plus the number of inquiries on Registry Only cases (See Section 4.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage handled by a County-specific IVR, multiplied by

a per inquiry fee of \$0.137 per inquiry. For purpose of reference only the Federal Disallowance Percentage on the effective date of this Contract is 13%. Thus: (Calendar Month Inquiries Handled by a County-specific IVR) + (Calendar Month Registry Only Inquiries Handled by a County-specific IVR - Federal Disallowance Percentage) x (\$0.137) x (Federal Share) = OAG Liability.

6.6.4 Federal Disallowance Percentage

The Federal Disallowance Percentage is subject to change either by independent OAG action or as a result of a federal determination. Should the OAG determine that the percentage should be adjusted (either as an increase or a reduction of the current percentage) such adjustment shall be applied prospective only. Should a federal determination result in an adjustment of the percentage (either as an increase or a reduction of the current percentage) such adjustment shall be applied in a manner consistent with the federal determination (i.e. prospective only or retroactive to the commencement date of the Contract). Where the federal determination results in a retroactive application, the County shall refund to OAG (in the case of an increased percentage) the amount due to OAG within sixty (60) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Contract. Where a payment is due to County (in the case of a reduced percentage) the OAG shall make such payment to County within thirty (30) calendar days of receipt of additional federal financial participation funds received as a result of the retroactive application of the reduced percentage.

6.7 Limitation of OAG Liability

- 6.7.1 The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 6.7.2 The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
- 6.7.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.
- 6.7.4 The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.

6.7.5 The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.

7 GENERAL REQUIREMENTS

7.1 Written Notice Delivery

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

7.1.1 County

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

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

7.1.2 OAG

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

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

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contract Operations, Child Support Division
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

7.2 Inspections, Monitoring and Audits

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

7.3 Reimbursement of Audit Penalty

If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

7.4 Remedies for Non-Performance

- 7.4.1 Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.
- 7.4.2 If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.
- 7.4.3 If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

7.5 Training on OAG Systems

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

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

8 TERMS AND CONDITIONS

8.1 Assignment

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

8.2 Liaison

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

8.3 Subcontracting

It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is

necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

8.4 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

8.5 Compliance With Law, Policy and Procedure

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

8.6 OAG Rights Upon Loss of or Reduction of Funding

8.6.1 Contract Contingent Upon Continued Funding

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Federal Funding, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

8.6.2 Federal Funding

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date

of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

8.7 Termination

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

8.8 News Releases or Pronouncements

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

8.9 Date Standard

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

8.10 Changes in the Law

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

8.11 Amendments

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

8.12 Headings

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

8.13 Dispute Resolution Process for County Breach of Contract Claim

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

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

8.13.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.

8.13.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

8.13.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

8.13.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

8.14 Security and Confidentiality

8.14.1 Security and Confidentiality

General

County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 6-2000) and §231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy and procedures concerning the safeguarding and confidentiality of information, and computer security. **OAG, in its sole discretion and without consulting County, may immediately terminate any County employee's or contractor's access to the OAG Systems.** County shall immediately notify the OAG Contract Manager, when any person authorized by County to access the OAG Systems is no longer authorized to have such access including, but not limited to, reassignment, or termination. **Should County, its officials or one of its employees or contractors make any unauthorized inspection(s) or disclosure(s) of Title IV-D or Internal Revenue Service information, or violate any of the requirements of this Security and Confidentiality Section and its subsections, or violate any OAG policy or procedure concerning the safeguarding and confidentiality of information, and/or computer security (including, but not limited to, the safeguarding and use of passwords) this Contract may be immediately terminated by the OAG.** The County shall immediately notify the OAG Contract Manager upon the discovery of any breach of physical, information or computer security, including, but not limited to, unauthorized access to information or computer systems and unauthorized use of passwords. The County shall provide a written report of all information available to the County relating to the security breach to the OAG Contract Manager within twenty-four (24) hours of the discovery. The OAG shall confer with the County in determining the proper course of action. The OAG reserves the right to conduct an investigation of the security breach with out the County's participation.

County will take care not to disclose information provided by OAG including particularly to any legislative body (local, state or federal) which could tend to identify such applicants or recipients of financial or other assistance or support enforcement services pursuant to the Federal Social Security Act of 1935, as amended. No electronic list or mailing list of recipients of services shall be created, distributed, or used. Payment history information may not be disclosed or provided to anyone other than the court, the guardian ad litem

for the child, the custodial and non-custodial parent and their attorneys, or a person authorized by the custodial or non-custodial parent to have the payment history information. Payment history information may be disclosed and/or provided to a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. The payment history screen and any other screen that contains Internal Revenue Service information (FTI) shall only be printed in order to provide payment history information to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. County stipulates that all Registry Only and/or Full Service information is confidential and County agrees that it shall use and/or release Registry Only and/or Full Service case information under the circumstances limited to this Contract.

8.14.2 IRS Information

County shall have limited access to certain information that is from the Internal Revenue Service. Under the Internal Revenue Code, this information is considered Federal tax return information, for which unauthorized access or disclosure carries civil and criminal penalties, more specifically described later in this Contract and the attachments hereto. Therefore in performance of this Contract, County agrees to comply, and assume responsibility for compliance by its officials, employees, and subcontractors, with the requirements set forth in the following subsections of this subsection. **The OAG shall have the right to immediately terminate this Contract if the County or any of its officials, employees, and subcontractors fail to comply with any of those requirements.**

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

8.14.2.2 Any return or return information made available in any format shall be used only for the purposes of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an official or employee of County (or as provided above for payment history information) is prohibited.

- 8.14.2.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 8.14.2.4 Upon termination of this Agreement all IRS information obtained from the OAG computer system must be completely purged from all data storage components of the County's computer facility and no output will be retained by the County. All hard copy IRS information shall be shredded. If immediate purging of all data storage components is not possible, the County certifies by signing this agreement that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Any time information is destroyed or purged the County shall provide the OAG with a statement containing the date of destruction or purging, description of the material destroyed or purged, and the method used.
- 8.14.2.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the OAG or its designee. When this is not possible, the County shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the OAG with a statement containing the date of destruction, description of the material destroyed, and the method used.
- 8.14.2.6 All computer systems that receive, process, store and transmit FTI information obtained from the OAG computer system shall meet or exceed ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available and activated to protect against unauthorized use of and access to FTI obtained from the OAG computer system.
- 8.14.2.7 No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 8.14.2.8 County shall maintain a list of employees authorized access to FTI obtained from the OAG computer system. Such list shall be provided to the OAG and, upon request, to the IRS

reviewing office.

- 8.14.2.9 The OAG shall have the right to void the Contract if the County fails to provide the safeguards described in the above subsections.
- 8.14.2.10 Each official or employee of any person to whom return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such official or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR §301.6103(n)-1.
- 8.14.2.11 Each official or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such unauthorized inspection of returns or returns information may also result in an award of civil damages against the official or employees in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as

a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Sections 7213A and 7431.

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

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

8.14.3 Limited Use Or Release Of Information

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

8.14.4 Protection Of Information

8.14.4.1 Information accessed shall always be maintained in a secure

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

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

8.14.5 Security Agreements And Training

- 8.14.5.1 County shall ensure that all persons having access to information obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Annual reorientation sessions shall be conducted to have all appropriate employees and subcontractors reexecute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements.
- 8.14.5.2 County personnel, and when applicable its subcontractors, shall only be granted access to OAG Systems after they have received all required security training, read the OAG Information Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child

Support Online Login Policy (Attachment C).

8.14.6 Requests for Public Information

8.14.6.1 The County agrees to forward to the OAG, by facsimile within one Business Day from receipt all request(s) for information residing on OAG Systems and that fall within the scope of the Texas Public Information Act, ("PIA") (aka Open Records Act), § 552.101, et seq., Texas Government Code. The County agrees that the OAG shall determine whether the County or the OAG shall be responsible for Responding to the particular Public Information ("Open Records") request. Open Records requests shall be faxed to:

Open Records Liaison for Child Support
Office of the Attorney General
Fax (512) 460-6055

8.14.6.2 County agrees to reply to email requests for information that fall(s) within the scope of PIA within one Business Day from receipt by providing the following information:

“An internet request for public information must be sent to the Public Information Coordinator at publicrecords@oag.state.tx.us”.

8.14.6.3 County agrees to provide members of the public with the following information in response to telephonic or oral requests for information under the PIA:

"The Chief Administrative Officer of the Office of the Attorney General has designated Karen Rabon as the recipient of all requests for public information held by the Office of the attorney General. If you want to view or obtain copies of agency records, please send a written request by mail, fax or email to the following:

Karen Rabon
Public Information Coordinator
Office of the Attorney General
P. O. Box 12548
Austin, Texas 78711-2548
By facsimile: (512) 494-8017
By electronic mail: publicrecords@oag.state.tx.us"

8.14.7 Survival Of Provision

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

8.14.8 Inclusion in all Subcontracts

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

8.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

8.16 Environmental Protection (Contracts in Excess of \$100,000.00)

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

The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

8.17 Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee

of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

8.18 Survival of Terms

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

8.19 Applicable Law and Venue

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

8.20 Entire Contract

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

8.21 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.22 Attachments

8.22.1 Attachment A: OAG Information Security Policy Manual

8.22.2 Attachment B: OAG Automated Computer System Access Statement of Responsibility

8.22.3 Attachment C: Child Support Online Login Policy

8.22.4 Attachment D: Data Integrity Procedures Changes to Case Information

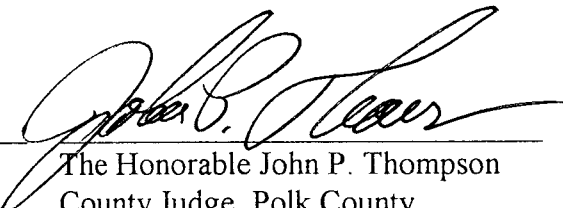
8.22.5 Attachment E: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

Office of the Attorney General

Polk County

Alicia G. Key
Director, Child Support Division



The Honorable John P. Thompson
County Judge, Polk County



Information Security Policy Manual

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0. Executive Summary

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

Purpose

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

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

The Challenging OAG Environment

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

Information Asset Protection and Disclosure

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

Security Awareness Program

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

Contingency Planning

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

1.0 Policy

Program Policy:

1.1

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

Scope of Policy:

1.2

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

Issue-Specific Policy:

1.3

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

1.3.1 Use of OAG Information Resources:

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

1.3.2 Classification of Information (Data) Assets:

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

1.3.3 Information Asset Protection:

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be

protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

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

1.3.5 Data Integrity:

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

1.3.6 E-Mail:

Electronic mail (e-mail) is a form of communication which uses information assets.

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

1.3.7 Copyright:

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

1.3.8 Personal Hardware and Software:

No personal programs of any kind are to be loaded onto any State computer.

Hardware provided by the user may not be used at the OAG or connected to the OAG's networks.

1.3.9 Shareware and Freeware:

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

1.3.10 Asset Protection:

Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. The protection of information assets is a management responsibility. All managers should be involved in the security awareness program and should actively promote security awareness among their staff and enforce OAG policies and procedures.

1.3.11 Voice/Phone Mail:

Voice or phone mail is a form of communication which uses information assets.

However, employees may use the voice mail system for communicating with other OAG employees and personal business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.12 Data Encryption and Key Management:

It is not a requirement at this time for agencies to use data encryption techniques for storage and transmission of data. However, those agencies who choose to employ data encryption shall adopt the data encryption standard, also referred to as the DES algorithm, which is defined in the Federal Information Processing Standard Publication 46-2 (FIPS PUB 46-2). Any use of encryption by OAG staff must be approved in advance by their Division Director. For systems employing encryption as described, procedures shall be prescribed for secure handling, distribution, storage and construction of DES key variables used for encryption and decryption. Protection of the key shall be at least as stringent as the protection required for the information encrypted with the key. Copies of the FIPS PUB 46-2 are available from the Information Security Officer (ISO).

1.3.13 Security Awareness:

The OAG will provide an ongoing awareness and training program in information security and in the protection of State information resources for all personnel whose duties bring them into contact with confidential or sensitive data. New employee orientation will be used to establish security awareness and inform new employees and contractors information security policies and procedures. Information security programs must be responsive and adaptable to changing vulnerabilities and technologies affecting State information resources.

1.3.14 Risk Analysis and Risk Management:

Risks to information resources must be managed. The OAG will perform a comprehensive risk analysis of all information processing systems on a periodic basis. Risk analysis results will be presented to the owner of the information resource for risk management.

1.3.15 Contingency Planning:

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

1.3.16 Termination and Transfers:

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

1.3.17 Bulletin Board Access:

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

1.3.18 Internet Policy:

The OAG has provided e-mail access to the Internet for all employees. Employees should use caution and are responsible for his or her actions when using this medium. Web browser access should be limited to those areas relevant to your job functions. Web access to non-job related sites represents an unauthorized use of government

time, property and facilities. Employees violating this policy are subject to disciplinary action, up to and including dismissal from the Agency.

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

1.3.19 Passwords:

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

1.3.20 Security Breaches:

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

1.3.21 Data Communications Systems:

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

1.3.22 Dial-up Access:

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

1.3.23 User Identification:

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

1.3.24 Warning Statements:

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

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

1.3.25 System Development and Testing:

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

1.3.26 Statement of Responsibility:

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

1.3.27 Automatic Suspension / Deletion of User ID's:

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

1.3.28 Physical Security:

Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures.

Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

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



Child Support Online

Account Services Employer Home

Login Request Password Account Request Request User ID

Login



Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY**General Information:**

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCS DU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution. under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

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

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

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

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

By agreeing to this statement I certify that I:

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



Child Support Online

[Account Services](#) [Employer Home](#)

[Login](#) [Request Password](#) [Account Request](#) [Request User ID](#)

[Login](#)



[Policy](#)

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration").

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.



Attachment D
Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

• **Mail:**

- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

• **FAX:**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

• **In Person (District Clerk Office or Domestic Relations Office):**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

• **Visit the local child support office** that is assigned to work the RO case and provide:

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

Attachment E

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

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

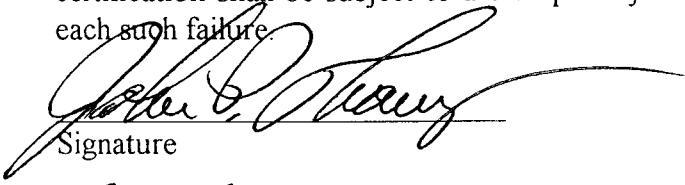
PERIOD: September 1, 2006 - August 31, 2008

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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


Signature

5.8.2007
Date

POLK COUNTY
Agency/Organization

4(I)

COPY

Subject COURT AGENDA 2007.xls
 From 9 1 1
 <polk911@livingston.net>
 Date Wednesday, May 2, 2007
 8:39 am
 To Jan Shandley
 <jan.shandley@co.polk.tx.us>

COMMISSIONERS COURT

A REQUEST TO ADD THE FOLLOWING NEW ROADS TO THE MSAG.

STREET	PCT	CTY	ROAD	LOW	HIGH	MILEAGE	COMMENTS
PARK AVE	2		NO	100	375	0.2741	ADD NEW ROAD TO MSAG
PROGRESS DR	2		NO	100	111	0.0102	ADD NEW ROAD TO MSAG
BUSINESS PARK DR	2		NO	100	117	0.0165	ADD NEW ROAD TO MSAG
SOMERHILL MANOR DR	4		NO				ADD NEW ROAD TO MSAG

4(J)

COPY

**INTERLOCAL AGREEMENT
BETWEEN
MEMORIAL POINT UTILITY DISTRICT
AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk (the "County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State:") has appropriated and maintains equipment required to conduct elections; and

WHEREAS, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

WHEREAS, Memorial Point Utility District ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

WHEREAS, a joint agreement between the County and Local Entity would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for Saturday, May 12, 2007, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the Election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

4. OBLIGATIONS OF LOCAL ENTITY.

- A. Local Entity shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for the election.
- B. Local Entity shall be responsible for the following costs:
 - 1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
 - 2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
 - 3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
 - 4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the Election. Local Entity shall be responsible for the security of the ballots at all times during the Election and until delivered to the County Clerk for tabulation.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. Local Entity will transport any equipment provided by the County to Local Entity's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the Election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

6. SEVERABILITY.

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE.

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES.

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity:
Memorial Point Utility District
c/o Johnson Radcliffe Petrov & Bobbitt PLLC
1001 McKinney, Suite 1000
Houston, Texas 77002-6424

To County:
John P. Thompson, Polk County Judge, or his Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

Copies of any notice shall also be delivered to:
Barbara Middleton, County Clerk, or her Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

10. GENERAL PROVISIONS.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

(EXECUTION PAGE FOLLOWS)

This agreement is authorized by the governing bodies of each of the signatories to this Contract, as attest the signatures affixed hereto.

BY LOCAL ENTITY:

By: *Robert C. Keaton*
Printed Name: Robert C. Keaton

Date: February 12, 2007

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local at its duly called public meeting held on the following date: February 12, 2007

By: *G. M. Mitchell*
Printed Name: G. M. Mitchell

POLK COUNTY

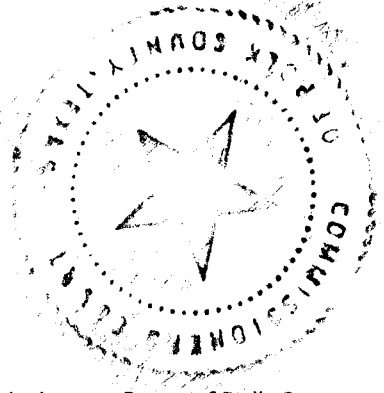
By: *John P. Thompson*
JOHN P. THOMPSON, County Judge

Date: 5/8/07

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date: 5/8/07

Barbara Middleton
BARBARA MIDDLETON, County Clerk





Tenant's name: Polk County Auditor, Space number(s): 4-17, Date form filled in: 5/17/2007

SELF-SERVICE STORAGE RENTAL AGREEMENT

(Use for all self-service storage, including outdoor storage) VOL. 53 PAGE 623

1. TENANT INFORMATION. Tenant is [check one]: [] the individual signing this Agreement, or [] a business. [Please print all information below.]
Tenant's last name (or name of business if Tenant is a business) Polk County Auditor's Office, First name, Initial(s), Date of birth, Tenant's mailing address for notices (P. O. Box or street address with apt number, city, state, and ZIP code) 516 W Church Hill RT 351, Employer's name, Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) Ray Stelley, Tenant's home phone, Tenant's work phone, Tenant's cell phone, List person(s) with same access and lock cutting rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space number, and account status.

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, or child over 18 to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any of such persons at any time.

2. TENANT INFORMATION. Tenant [] is or [] is not [check one] in the military. If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] [] in the reserves or National Guard or [] on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, phone number, or other information in paragraph 1. A change of mailing address will not be effective unless the new address is COMPLETE and the notice is in WRITING and SIGNED by Tenant and actually RECEIVED by Lessor. Return addresses on envelopes, forwarding orders, or addresses on checks are insufficient. Phone numbers may be changed orally or in writing.

3. TENANT'S SPACE. Space number(s): 2-19, Approx size(s) (exact dimensions may vary): 10x20, Minimum lease term: 1 months, Tenant's facility access code (if any):, Other codes (if any):

4. DOLLARS AND DATES. Tenant's security deposit is \$ waived, Tenant's right to occupy the space begins: 27 Apr 2007 and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

- (a) Rent \$ 70 per month, (b) Monthly rental due date 27th of month, (c) Initial late charge if rent not received by ___ days after due date \$, (d) Subsequent late charge if rent not received by ___ days after due date \$, (e) Returned check charge (including bank charges, mail costs, time and overhead) \$ 25.00, (f) Charge for returned mail (not providing address change) \$, (g) Charge for Lessor's locking of space when Tenant's lock is missing \$, (h) Charge per day if Tenant fails to lock after 7-day notice \$, (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32 \$, (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f) \$, (k) Charge for sending statutory notice of claim for unpaid sums (including mail costs) \$, (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) \$, (m) Charge for conducting foreclosure sale at public auction for nonpayment \$, (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs) \$, (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate - paragraphs 10, 37, and 39(c) \$

5. PAYMENTS AND NOTICES. Payments [] may or [] may not [check one] be made in cash. Payments [] may or [] may not [check one] be made by personal or company check. Payments [] may or [] may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, or faxed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor.

6. SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]: [] Vehicle/trailer addendum (form), [] Boat addendum (form), [] Other addendum, dated, [] Supplemental rules, dated, [] Insurance application (Tenant option), [] Move-out notice (form), [] Form for change of Tenant address, phone, [] Spanish copy of lease (informational only), [] Other

TENANT X Signature of Tenant or Tenant's authorized agent (and title, if any), Printed name of individual signing, Drivers license of individual signing, State, Expiration date, Other ID if no drivers license, Date of signature, E-mail address (if any), Vehicle license: state and number

LESSOR Signature of Lessor's Agent

Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) are also shown below:

J & H Storage, PO Box 68, Livingston, TX 77351, 327-3052

NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge, date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE - REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

CALCULATION OF INITIAL PAYMENT

1. Current month's rent \$ 70.00, 2. Additional rent (thru,) \$ 0, 3. Non-refundable administration fee \$ 0, 4. Deposit (see para. 39 for refund procedures) \$ waived, 5. Other \$ 0, 6. Sales tax \$ 0, TOTAL MOVE-IN COST DUE NOW \$ 70.00, NEXT RENT PAYMENT AMOUNT IS \$ 70.00, NEXT RENT IS DUE ON 27 May 2007

X Tenant Initials: [Signature]



Tenant's name: Polk County Auditor's Office Date form filled in: 27 APR 07

SELF-SERVICE STORAGE RENTAL AGREEMENT

Contract #: _____

(Use for all self-service storage, including outdoor storage)

1. TENANT INFORMATION. Tenant is [check one]: [] the individual signing this Agreement, or [] a business. [Please print all information below.]

Tenant's last name: Polk Co Auditors Ofc, First name: 516 W Church Blvd, Initial(s): IX, Date of birth: 77351, Tenant's mailing address: 516 W Church Blvd, TX 77351, Employer's name: _____, Tenant's Soc. Sec.#: _____, Tenant's home phone: _____, Tenant's work phone: _____, Tenant's cell phone: _____

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant.

2. TENANT INFORMATION. Tenant [] is or [] is not [check one] in the military. If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] [] in the reserves or National Guard or [] on active duty.

3. TENANT'S SPACE. Space number(s): J-20, Approx size(s) (exact dimensions may vary): 10x20, Minimum lease term: 1 months, Tenant's facility access code (if any): _____, Other codes (if any): _____

4. DOLLARS AND DATES. Tenant's security deposit is \$ 2000, Tenant's right to occupy the space begins: 27 APR 2007, and continues on a month-to-month basis, subject to paragraph 9.

Table with 3 columns: (a) Rent \$70.00 per month, (b) Monthly rental due date 27th of month, (c) Initial late charge if rent not received by ___ days after due date \$0, (d) Subsequent late charge if rent not received by ___ days after due date \$0, (e) Returned check charge (including bank charges, mail costs, time and overhead) \$25, (f) Charge for returned mail (not providing address change)...\$, (g) Charge for Lessor's locking of space when Tenant's lock is missing...\$, (h) Charge per day if Tenant fails to lock after 7-day notice...\$, (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32...\$, (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f)...\$, (k) Charge for sending statutory notice of claim for unpaid sums (including mail costs)...\$, (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs).....\$, (m) Charge for conducting foreclosure sale at public auction for nonpayment...\$, (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs).....\$, (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate - paragraphs 10, 37, and 39(c)...\$

5. PAYMENTS AND NOTICES. Payments [] may or [] may not [check one] be made in cash. Payments [] may or [] may not [check one] be made by personal or company check. Payments [] may or [] may not [check one] be made by credit card.

6. SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]: [] Vehicle/trailer addendum (form), [] Boat addendum (form), [] Other addendum, dated _____, [] Supplemental rules, dated _____, [] Insurance application (Tenant option), [] Move-out notice (form), [] Form for change of Tenant address, phone, [] Spanish copy of lease (informational only), [] Other _____

TENANT X Signature of Tenant or Tenant's authorized agent (and title, if any), Printed name of individual signing, Drivers license of individual signing, State, Expiration date, Other ID if no drivers license, E-mail address (if any), Date of signature, Vehicle license: state and number

LESSOR Signature of Lessor's Agent, Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) are also shown below: J & H Storage, PO Box 68, Livingston, TX 77351, 327-3052

NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE - REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

CALCULATION OF INITIAL PAYMENT

Table with 2 columns: Description, Amount. 1. Current month's rent \$70.00, 2. Additional rent (thru _____) \$0, 3. Non-refundable administration fee \$0, 4. Deposit (see para. 39 for refund procedures) \$waived, 5. Other \$0, 6. Sales tax \$0, TOTAL MOVE-IN COST DUE NOW \$70.00, NEXT RENT PAYMENT AMOUNT IS \$70.00, NEXT RENT IS DUE ON 27 May 2007

X Tenant Initials: _____

4(2)

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Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 007 DATE: March 22, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Asbestos ceiling tile removal in rooms 167,216, 218, 233 and 235.

Total cost of \$1,734.00 to be deducted from contingency leaving a balance of \$56,198.00

The original Contract Sum was	\$	1,052,423.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	1,052,423.00

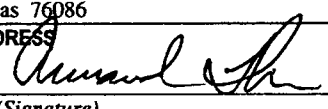
The Contract Time will be increased by Seven (7) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 16th, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

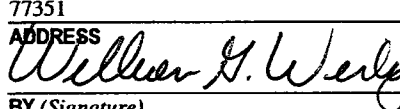
Armand Fisher Architects, Inc.
ARCHITECT (Firm name)

104 West Russell Street, Weatherford,
Texas 76086
ADDRESS

BY (Signature)

Armand Fisher
(Typed name)

4.27.07
DATE

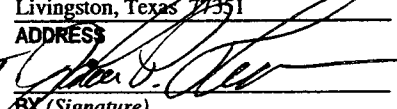
Wimberly & Associates Construction, Inc.
CONTRACTOR (Firm name)

2404 Hwy 190 West, Livingston, Texas
77351
ADDRESS

BY (Signature)

William G. Wimberly
(Typed name)

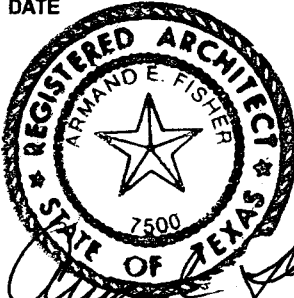
5/2/07
DATE

Polk County
OWNER (Firm name)

101 West Church Street, Suite 300,
Livingston, Texas 77351
ADDRESS

BY (Signature)

John Thompson
(Typed name)

5.8.07
DATE



COPY

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Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 008 DATE: March 22, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

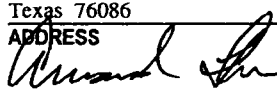
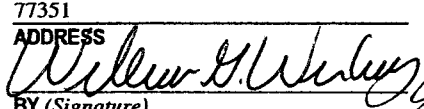
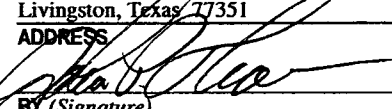
- Additional trip for HVAC Duct Board removal
Total cost of \$2,220.00 to be deducted from contingency leaving a balance of \$ 53,978.00

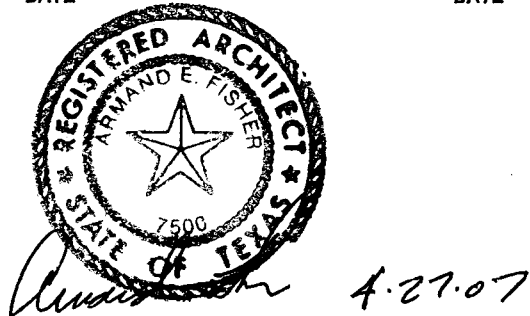
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,052,423.00

The Contract Time will be increased by Seven (7) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 21, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
<u>104 West Russell Street, Weatherford, Texas 76086</u> ADDRESS	<u>2404 Hwy 190 West, Livingston, Texas 77351</u> ADDRESS	<u>101 West Church Street, Suite 300, Livingston, Texas 77351</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Armand Fisher</u> (Typed name)	<u>William G. Wimberly</u> (Typed name)	<u>John Thompson</u> (Typed name)
<u>4.27.07</u> DATE	<u>5/2/07</u> DATE	<u>5.8.07</u> DATE





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Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 009 DATE: March 22, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Emergency response as follows:

- Hallway floor decontamination - 2,640 sq ft
- Mechanical room decontamination (containment conditions) - 500 sq ft
- Remove/dispose of suspended tank in mechanical room - 10 gal tank
- Storage room decontamination (containment conditions) 100 sq ft
- Remove asbestos insulation from tank in storage room- 50 gal tank
- Dispose of contaminated debris in trash dumpster
- Decontaminate dumpster
- Parking lot decontamination
- Total cost of \$ 6,960.00 to be deducted from contingency leaving a balance of \$47,018.00


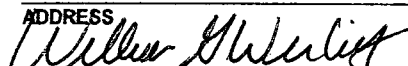
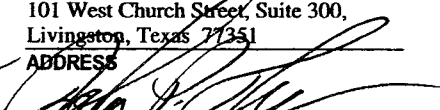
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,052,423.00

The Contract Time will be increased by Seven (7) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 28th, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
104 West Russell Street, Weatherford, Texas 76086 ADDRESS	2404 Hwy 190 West, Livingston, Texas 77351 ADDRESS	101 West Church Street, Suite 300, Livingston, Texas 77351 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Armand Fisher (Typed name)	William G. Wimberly (Typed name)	John Thompson (Typed name)
4.27.07 DATE	5/2/07 DATE	5.8.07 DATE

COPY

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Polk County Annex 602 East Church Livingston, Texas 77351	CHANGE ORDER NUMBER: 457 010 DATE: April 25, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wimberly & Associates Construction, Inc. 2404 Hwy 190 West Livingston, Texas 77351	ARCHITECT'S PROJECT NUMBER: 06151/06-296 CONTRACT DATE: October 03, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

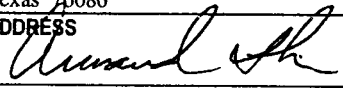
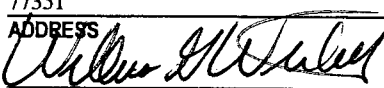
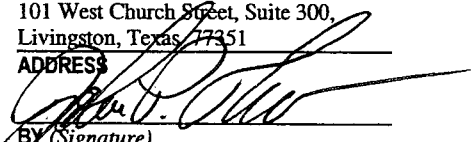
1. Replace exterior wood nailers at parameter of roof (Reneau Roofing and Contractor Fee 4,056.00
Total cost of \$ 4,056.00 to deducted from contingency leaving a balance of \$ 26,268.05.

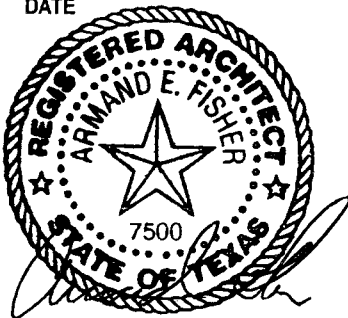
The original Contract Sum was	\$ 1,052,423.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,052,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,052,423.00

The Contract Time will be increased by Seven (7) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 4, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Armand Fisher Architects, Inc.</u> ARCHITECT (Firm name)	<u>Wimberly & Associates Construction, Inc.</u> CONTRACTOR (Firm name)	<u>Polk County</u> OWNER (Firm name)
104 West Russell Street, Weatherford, Texas 76086 ADDRESS	2404 Hwy 190 West, Livingston, Texas 77351 ADDRESS	101 West Church Street, Suite 300, Livingston, Texas 77351 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Armand Fisher (Typed name)	William G. Wimberly (Typed name)	John Thompson (Typed name)
4.30.07 DATE	5/2/07 DATE	5.8.07 DATE



4.30.07

#8

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
POLK COUNTY
RN102668654

§
§
§
§
§

BEFORE THE
TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

AGREED ORDER
DOCKET NO. 2007-0298-MSW-E

I. JURISDICTION AND STIPULATIONS

At its _____ agenda, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Polk County ("the County") under the authority of TEX. HEALTH & SAFETY CODE ch. 361 and TEX. WATER CODE ch. 7. The Executive Director of the TCEQ, through the Enforcement Division, and Polk County appear before the Commission and together stipulate that:

1. The County owns a municipal solid waste Type I landfill at 3477 Farm-to-Market Road 942 West in Polk County, Texas (the "Facility").
2. The Facility involves the management of municipal solid waste as defined in TEX. HEALTH & SAFETY CODE ch. 361.
3. The Commission and the County agree that the Commission has jurisdiction to enter this Agreed Order, and that the County is subject to the Commission's jurisdiction.
4. The County received notice of the violations alleged in Section II ("Allegations") on or about November 16, 2006.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the County of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
6. An administrative penalty in the amount of Seven Thousand Five Hundred Dollars (\$7,500) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). One Thousand Five Hundred Dollars (\$1,500) is deferred contingent upon the County's timely

and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the County fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the County to pay all or part of the deferred penalty. Six Thousand Dollars (\$6,000) shall be conditionally offset by the County's completion of a Supplemental Environmental Project.

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
8. The Executive Director of the TCEQ and the County have agreed on a settlement of the matters alleged in this enforcement action, subject to the approval of the Commission.
9. The Executive Director recognizes that the County has implemented the following corrective measures at the Facility:
 - a. Submitted an updated Comprehensive Annual Financial Report to the TCEQ on October 16, 2006;
 - b. Submitted a request for modification of the Facility's Site Operating Plan to clarify the language that only high volume onsite roads in the vicinity of the working face of the landfill will be constructed of crushed rock or equivalent to the TCEQ on October 26, 2006; and
 - c. Obtained an enclosed trailer to store used and/or scrap tires, and submitted documentation to the TCEQ on November 8, 2006.
10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the County has not complied with one or more of the terms or conditions in this Agreed Order.
11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner of the Facility, the County is alleged to have:

1. Failed to provide financial assurance for closure, post closure, or corrective action, in violation of 30 TEX. ADMIN. CODE §§ 37.111 and 37.271(5), as documented during an investigation conducted on August 30, 2006. Specifically, the County did not submit an annual update of the local government financial test for Fiscal Year 2006 by the March 29, 2006 deadline.

2. Failed to construct internal roads in accordance with the MSW Permit, in violation of 30 TEX. ADMIN. CODE § 330.121(a) and Municipal Solid Waste ("MSW") Permit No. 1384A, Section VIII., Paragraph S, as documented during an investigation conducted on August 30, 2006. Specifically, the Facility's Site Operating Plan ("SOP") states that all onsite roads should be constructed of crushed rock or equivalent. Only the road leading to the active disposal area meets this requirement.
3. Failed to conduct vector monitoring and control measures in areas where scrap tires are stored outside, in violation of 30 TEX. ADMIN. CODE § 330.151 and MSW Permit No. 1384A, Section VIII., Paragraph M, as documented during an investigation conducted on August 30, 2006. Specifically, approximately 560 scrap tires stored at the landfill were not being monitored for vectors.

III. DENIALS

The County generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the County pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the County's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations, which are not raised here.
2. The County shall implement and complete a Supplemental Environmental Project ("SEP") in accordance with TEX. WATER CODE § 7.067. As set forth in Section I, Paragraph 6 above, Six Thousand Dollars (\$6,000) of the assessed administrative penalty shall be offset with the condition that the County implement the SEP defined in Attachment A, incorporated herein by reference. The County's obligation to pay the conditionally offset portion of the administrative penalty assessed shall be discharged upon final completion of all provisions of the SEP agreement.
3. It is further ordered that the County shall undertake the following technical requirements:
 - a. Respond completely and adequately, as determined by the TCEQ, to all letter requests for information concerning the modification of the Facility's SOP within 30 days after the date of such letters, or by any other deadline specified in writing; and
 - b. Within 10 days after obtaining approval of the modification of the Facility's SOP, submit written certification that the modification of the Facility's SOP was approved. The certification shall include detailed supporting documentation including receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 2.a. and 2.b.

The certification shall be notarized by a State of Texas Notary Public and include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Beaumont Regional Office
Texas Commission on Environmental Quality
3870 Eastex Freeway
Beaumont, Texas 77703-1892

4. The provisions of this Agreed Order shall apply to and be binding upon the County. The County is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
5. If the County fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the County's failure to comply is not a violation of this Agreed Order. The County shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The County shall notify the Executive Director within seven days after the County becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
6. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by the County shall be made in writing to the Executive Director. Extensions are not effective until the County receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
7. This Agreed Order, issued by the Commission, shall not be admissible against the County in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

8. This agreement may be executed in multiple counterparts, which together shall constitute a single original instrument. Any executed signature page to this Agreement may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.
9. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the County, or three days after the date on which the Commission mails notice of the Order to the County, whichever is earlier. The Chief Clerk shall provide a copy of this Agreed Order to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

For the Executive Director

Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity, if any, indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that my failure to comply with the Ordering Provisions, if any, in this order and/or my failure to timely pay the penalty amount, may result in:

- A negative impact on my compliance history;
- Greater scrutiny of any permit applications submitted by me;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions against me;
- Automatic referral to the Attorney General's Office of any future enforcement actions against me;
- and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature

Date

Name (Printed or typed)
Authorized Representative of
Polk County

Title

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenues Section at the address in Section IV, Paragraph 1 of this Agreed Order.

Attachment A

Docket Number: 2007-0298-MSW-E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Respondent:	Polk County
Payable Penalty Amount:	Six Thousand Dollars (\$6,000)
SEP Amount:	Six Thousand Dollars (\$6,000)
Type of SEP:	Pre-approved
Third-Party Recipient:	Texas Association of Resource Conservation and Development Areas, Inc. ("RC&D")- Wastewater Treatment Assistance
Location of SEP:	Polk County

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset a portion of the administrative Penalty Amount assessed in this Agreed Order for the Respondent to contribute to a Supplemental Environmental Project ("SEP"). The offset is equal to the SEP Amount set forth above and is conditioned upon completion of the project in accordance with the terms of this Attachment A.

1. **Project Description**

A. Project

The Respondent shall contribute to the Third-Party Recipient pursuant to the agreement between the Third-Party Recipient and the TCEQ. Specifically, the contribution will be used to provide low income rural homeowners with assistance to enable the repair or replacement of their failing on-site wastewater systems. SEP monies will be used to pay for the labor and materials costs related to repairing or replacing the failing systems. The recipients will not be charged for the cost of replacing or repairing the failing systems.

The Respondent certifies that there is no prior commitment to do this project and that it is being performed solely in an effort to settle this enforcement action.

B. Environmental Benefit

This SEP will provide a discernible environmental benefit by protecting water sources for drinking, recreation, and wildlife from contamination from failing treatment systems.

C. Minimum Expenditure

The Respondent shall contribute at least the SEP Amount to the Third-Party Recipient and comply with all other provisions of this SEP.

Polk County
Agreed Order – Attachment A

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, the Respondent must contribute the SEP Amount to the Third-Party Recipient. The Respondent shall mail the contribution, with a copy of the Agreed Order, to:

Texas Association of Resource Conservation and Development Areas, Inc.
1716 Briarcrest Drive
Bryan, Texas 77802-2700

3. Records and Reporting

Concurrent with the payment of the SEP Amount, the Respondent shall provide the TCEQ SEP Coordinator with a copy of the check and transmittal letter indicating full payment of the SEP Amount to the Third-Party Recipient. The Respondent shall mail a copy of the check and transmittal letter to:

Enforcement Division
Attention: SEP Coordinator, MC 219
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

4. Failure to Fully Perform

If the Respondent does not perform its obligations under this SEP in any way, including full payment of the SEP Amount and submittal of the required reporting described in Section 3 above, the Executive Director may require immediate payment of all or part of the SEP Amount.

The check for any amount due shall be made out to "Texas Commission on Environmental Quality" and mailed to:

Texas Commission on Environmental Quality
Financial Administration Division, Revenues
Attention: Cashier, MC 214
P.O. Box 13088
Austin, Texas 78711-3088

The Respondent shall also mail a copy of the check to the TCEQ SEP Coordinator at the address in Section 3 above.

5. Publicity

Any public statements concerning this SEP made by or on behalf of the Respondent must include a clear statement that the project was performed as part of the settlement of an enforcement action brought by the TCEQ. Such statements include advertising, public relations, and press releases.

Polk County
Agreed Order - Attachment A

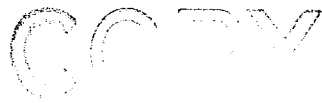
6. Clean Texas Program

The Respondent shall not include this SEP in any application made to TCEQ under the "Clean Texas" (or any successor) program(s). Similarly, the Respondent may not seek recognition for this contribution in any other state or federal regulatory program.

7. Other SEPs by TCEQ or Other Agencies

The SEP identified in this Agreed Order has not been, and shall not be, included as an SEP for the Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.

#10



Summary of additions requested

AF Architects for design, construction documents and perform construction administration services -----\$5,500.00

Wimberly & Assoc. Construction, Inc. for renovations to building to add kitchen in for Aging Services / EOC emergency responders and personnel---
--\$147,822.00

Wimberly & Assoc. Construction, Inc. for renovations to office spaces for Personnel, Auditor, and Treasurer-----\$56,150.00

Bush Refrigeration walk-in cooler and walk-in freezer for Aging Services / EOC emergency contingencies for disasters.-----\$20,850.00

Total for all requested additions--- \$230,322.00

