



POLK COUNTY COMMISSIONERS COURT

November 10, 2008

Polk County Courthouse, 3rd floor

10:00 A.M.

2008-123

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. Public 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.

4. **OLD BUSINESS** (TABLED FROM LAST AGENDA)

- A. APPROVE MINUTES TABLED FROM PREVIOUS MEETING: *OCTOBER 10, 2008 (SPECIAL) AND OCTOBER 14, 2008 (REGULAR).*

NEW BUSINESS

5. **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: *October 28, 2008 (Regular) and November 5, 2008 (Special).*
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2009-02, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2008-24(a) #2009-02(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL OF COOPERATIVE AGREEMENT WITH OFFICE OF ATTORNEY GENERAL FOR CHILD SUPPORT SERVICES (FY2009/10).
- G. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES; (PCT. 2) LOT 48, SHADY SHORES, CAUSE NO. T00-010, ACCT. NO. S1000004600.

(continued)

H. CONSIDER APPROVAL OF DISASTER RELIEF GRANT PROJECT CONTRACT NO. 727147 "SWICK TRAIL" CHANGE ORDER TO INCLUDE ADDITIONAL EROSION PREVENTION MEASURES, AS RECOMMENDED BY COMMISSIONER PCT. 4.

- 6. CONSIDER REQUEST TO REVISE COUNTY SUBDIVISION REGULATIONS BY SUPPLEMENTING WITH THE ADOPTION OF TEXAS WATER DEVELOPMENT BOARD MODEL RULES RELATING TO WATER/SEWER SERVICES.
- 7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2009-10; "PURCHASE OF ONE (1) NEW PICKUP TRUCK-ROAD & BRIDGE PCT. 1".
- 8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2009-12; "CONSTRUCTION OF FIRE RATED WALL & DOORS".
- 9. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2009-13; " CONSTRUCTION OF EXTERIOR PRIVACY FENCE AND INTERIOR CAGES".
- 10. CONSIDER COMMISSIONER, PRECINCT 3 REQUEST FOR DISCUSSION AND NECESSARY ACTION RELATING TO BRIDGE REPAIR PREVIOUSLY CONSIDERED UNDER BID #2008-22; "REPAIR/REPLACEMENT OF FOUR (4) COUNTY BRIDGES, PCT. 3".
- 11. SET DATE AND TIME OF SPECIAL COMMISSIONERS COURT SESSION FOR CANVASS OF NOVEMBER 4, 2008 ELECTION.
- 12. CONSIDER SHERIFF'S DEPARTMENT REQUEST TO ADVERTISE FOR BIDS TO REPLACE RADIO EQUIPMENT DAMAGED IN HURRICANE IKE AND DETERMINE METHOD OF FUNDING.
- 13. ESTABLISH DEADLINE FOR COUNTY PICKUP OF HURRICANE DEBRIS FROM PUBLIC ROADS.

ADJOURN

By: John P. Thompson, County Judge

Posted: Thursday, November 6, 2008



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 during normal business hours on Thursday, November 6, 2008 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 Schmitt (Deputy)

FILED FOR RECORD

2008 NOV -6 PM 3:16

Barbara Middleton
COUNTY CLERK, POLK CO.

4 PAGE 1626
COMMISSIONERS COURT



November 10, 2008

Regular Session - 10:00 a.m.

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2008- 123

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for November 10, 2008 at 10:00 A.M.

AMEND TO ADD:

- 14. CONSIDER APPROVAL OF 2009 COUNTY HOLIDAY SCHEDULE.
- 15. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO OPTIONS FOR COUNTY CHOICE SILVER – RETIREE MEDICAL PROGRAM.

Dated: Friday, November 7, 2008

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, November 7, 2008 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY Andrea Schmidt, Deputy

FILED FOR RECORD

2008 NOV -7 AM 9:36

COUNTY CLERK - POLK CO.

COMMISSIONERS COURT
AGENDA POSTING #2008 - 123

BE IT REMEMBERED ON THIS THE 10th DAY OF NOVEMBER, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS - COMMISSIONER PCT #1, RONNIE VINCENT - COMMISSIONER
PCT #2, C.T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4, BARBARA MIDDLETON
COUNTY CLERK and RAY STELLY, COUNTY AUDITOR, THE FOLLOWING AGENDA
ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION WAS GIVEN BY REV. LARRY SHINE, EMERGENCY MANAGEMENT COORDINATOR.
 - PLEDGES WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
JOE ROEDER - TODAY IN HISTORY, NOVEMBER 10th, DURING WW II, THE
AMERICAN FLAG WAS RAISED ON IWO JIMA ISLAND.
3. INFORMATIONAL REPORTS:
 - A. BARBARA MIDDLETON, COUNTY CLERK REPORTED THAT THE ELECTION
WENT VERY SMOOTH, AND THE CENTRAL COUNTING ROOM WAS FINISHED
AT 10:30 P.M.
 - B. JEANETTE MONTGOMERY, HUMAN RESOURCES REMINDED EVERYONE
TO USE UP THEIR EQUIVALENT COMP-TIME BEFORE THE END OF THE YEAR.

OLD BUSINESS

4. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO
APPROVE MINUTES FOR OCTOBER 10, 2008 (SPECIAL) AND OCTOBER 14, 2008
(REGULAR) MEETINGS.
ALL VOTING YES.

NEW BUSINESS

5. **CONSENT AGENDA:**
JUDGE THOMPSON NOTED TO PULL OFF ITEM A, UNTIL NEXT MEETING.
MOTION:
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO
APPROVE ITEM B THROUGH H, OF TODAY'S CONSENT AGENDA.
ALL VOTING YES.
 - B. APPROVAL OF BUDGET REVISIONS #2009-02, AS PRESENTED BY THE
COUNTY AUDITOR. (SEE ATTACHED)
 - C. APPROVAL OF BUDGET AMENDMENTS #2008-24 (a) & #2009-02 (a),
AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
(SEE ATTACHED)

D. APPROVAL & PAYMENT OF BILLS, BY SCHEDULE, INCLUDING AN ADDENDUM.
(SEE ATTACHED)

DATE	AMOUNT	CHECK #
10/22/08	4,251.36	ACH 358 (FY08)
10/22/08	994.26	ACH 359 (FY08)
10/22/08	1,736.75	ACH 360 (FY08)
10/22/08	29,925.92	ACH 361 (FY08)
10/22/08	174,399.30	119 - 122
10/22/08	5,120.45	213902 - 213955
10/22/08	141,581.46	213956
10/23/08	26,350.00	ACH 362
10/23/08	860.00	213957 - 213958
10/24/08	9,923.17	213959 - 213962 (FY08)
10/24/08	3,094.90	213963 - 213976
10/28/08	8,684.99	ACH 363
10/28/08	161,806.65	ACH 364
10/28/08	65,376.00	123
10/28/08	26,758.86	213977 - 213978
10/28/08	45,109.23	213979 (FY08)
10/28/08	4,150.00	213980 - 213981
10/28/08	21,603.42	213982
10/29/08	9,539.96	ACH 365
10/29/08	575.00	213983 - 213984
10/30/08	15,904.70	ACH 366
10/30/08	54,072.74	ACH 367
10/30/08	12,692.60	ACH 368
10/30/08	38,547.98	ACH 369
10/30/08	337,152.52	ACH 370
10/30/08	3,414.12	ACH 371
10/30/08	10,656.89	213985 - 214038
10/30/08	2,172.15	214039 - 214042
10/31/08	990.00	ACH 372
10/31/08	231.52	ACH 373
10/31/08	498.58	ACH 374
10/31/08	6,314.77	ACH 375
10/31/08	2,119.25	214043 - 214044 (FY08)
10/31/08	7,837.05	214045 - 214068
10/31/08	14,585.95	214069 - 214073 (FY08)
10/31/08	42,433.83	214074 - 214103
11/04/08	232,485.96	214104 - 214235
11/04/08	1,444.57	214236 - 214239
11/04/08	1,849.38	214240 - 214247 (FY08)
11/04/08	8,436.62	214248
11/04/08	4,695.38	214249 - 214258
11/10/08	Addendum	\$ 296,000.02 To appear on future schedule
TOTAL	\$ 1,540,378.24	

- E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)
 F. APPROVAL OF COOPERATIVE AGREEMENT WITH OFFICE OF ATTORNEY GENERAL FOR CHILD SUPPORT SERVICES (FY2009/10). (SEE ATTACHED)
 G. APPROVAL TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; PRECINCT #2, LOT 48, OF SHADY SHORES, CAUSE NO. T00-010, ACCT. NO. S1000004600.
 H. APPROVE DISASTER RELIEF GRANT PROJECT CONTRACT NO. 727147, "SWICK TRAIL" CHANGE ORDER TO INCLUDE ADDITIONAL EROSION PREVENTION MEASURES, AS RECOMMENDED BY COMMISSIONER PCT #4. (SEE ATTACHED)

- 6. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO TABLE ITEM #6, "CONSIDER REVISIONS TO THE COUNTY SUBDIVISION REGULATIONS BY SUPPLEMENTING WITH THE ADOPTION OF TEXAS WATER DEVELOPMENT BOARD MODEL RULES RELATING TO WATER / SEWER SERVICES".
ALL VOTING YES.
JUDGE THOMPSON IS SCHEDULING A PENDING WORKSHOP WITH JIM ALLISON, LEGAL COUNSEL, TENTATIVELY SET FOR MONDAY AFTERNOON, NOVEMBER 24, 2008.
- 7. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO REJECT BID #2009-10; "PURCHASE OF ONE (1) NEW PICKUP TRUCK-ROAD & BRIDGE PCT. 1".
ALL VOTING YES.
- 8. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID #2009-12; "CONSTRUCTION OF FIRE RATED WALL & DOORS" TO WIMBERLY & SON CONSTRUCTION IN THE AMOUNT OF \$48,269.25, TO BE INCLUDED ON REIMBURSEMENT RESOLUTION FOR ISSUANCE OF DEBT AT FISCAL YEAR END.
ALL VOTING YES.
- 9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AWARD BID #2009-13; "CONSTRUCTION OF EXTERIOR PRIVACY FENCE AND INTERIOR CAGES" TO CIRCLE A FENCE COMPANY IN THE AMOUNT OF \$57,500.00 TO BE INCLUDED ON REIMBURSEMENT RESOLUTION FOR ISSUANCE OF DEBT AT FISCAL YEARS END.
ALL VOTING YES.
- 10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO RE-BID BID #2008-22; "REPAIR/REPLACEMENT OF FOUR (4) COUNTY BRIDGES, PCT.3".
ALL VOTING YES.
- 11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO SET DATE AND TIME OF SPECIAL COMMISSIONERS COURT SESSION FOR CANVASS OF NOVEMBER 4, 2008 ELECTION TO THURSDAY, NOVEMBER 13, 2008 AT 1:30 P.M.
ALL VOTING YES.
- 12. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ADVERTISE FOR BIDS TO REPLACE RADIO EQUIPMENT DAMAGED IN HURRICANE IKE AND INCLUDE EXPENSE OF ANTENNA NECESSARY TO MAKE GATEWAY SYSTEM OPERATIONAL. ESTIMATED EXPENSE \$46,627.00 AND DETCOG GRANT OF \$30,000 TO \$35,000.
ALL VOTING YES.
- 13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO DELETE ITEM #13. NOTED THAT COUNTY'S PICKUP OF HURRICANE DEBRIS FROM PUBLIC ROADS SHOULD BE COMPLETED AROUND THANKSGIVING.
ALL VOTING YES.
- 14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL OF 2009 COUNTY HOLIDAY SCHEDULE.
ALL VOTING YES. (SEE ATTACHED)
- 15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO CHANGE RETIREE MEDICAL PROGRAM TO MONUMENTAL LIFE INSURANCE CO.
ALL VOTING YES. (SEE ATTACHED)
INFORMATION ON INSURANCE
JUDGE THOMPSON INFORMED COURT THAT MONUMENTAL LIFE INSURANCE PLAN REPLACES SILVER CHOICE ATENA INC. AND IS A NEW PROGRAM THAT WORKS WITH MEDICARE AND HAS LESS OUT OF POCKET EXPENSES AND IS LESS EXPENSIVE. JEANNETTE MONTGOMERY REPORTED THAT MONUMENTAL WORKS WITH MEDICARE INSTEAD OF REPLACING MEDICARE LIKE ATENA AND IS A BETTER PLAN AND LESS OUT OF POCKET EXPENSES.

JUDGE THOMPSON NOTED THAT THERE WASN'T A MOTION ON TABLING ITEM A OF THE CONSENT AGENDA.

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO TABLE ITEM A FROM THE CONSENT AGENDA AND PUT ON NEXT AGENDA.
ALL VOTING YES.

ADJOURN:
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 10th DAY OF NOVEMBER 2008 AT 10:28 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2008\NOV 10.REGULAR.2008.wpd

Polk County Sheriff's Office October Totals 2008

Total Phone Calls Logged	18,248
Total Radio Calls Logged	19,498
Total Miles Patroled	71,843.20
Calls Dispatched to Field Deputies	1,162
Alarm Calls	82
Funeral Escorts	17
Number of Units Used on Funerals	34
Number of Hours Spent on Funerals	8.5
Total Offence Reports Filed	201
Total Mental Commitments	6
Total Sheriff's Office Sales	0
Total Traffic Warnings Served	31
Total Citations Issued	5
Total Bond Processed and/or Approved	152
Total Warrants Served	246
Total Mental Transports	10
Total Livestock Calls	55
Total Hours Spent on Mental Standby	22.5
Total Civil Papers Received	127
Total Civil Papers Served	90
Total Civil Papers Returned	26
Illegal Dumping	11
Juvenile Transports	3
Building Checks	784
Extra Patrols	1,503
Total Writs Served	2
Sex Offenders Registered	27

Sheriff's Monthly 911 Reports	2,322
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	232
Inmates Released	250
Total Females Booked-In	73
Total Males Booked-In	159
Daily Inmate Average	96.96
Average Book-Ins Per Day	7.48
Total Food Cost	\$7,892.66
Total Meals Served	9,152
Cost Per Meal	\$0.86
Total Inmates Transported to TDC	2
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	7
Total Inmates Transported to SAPF	3
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	4
Total Inmates Days Housed Outside	509
Cost of Inmates Days Housed Outside	\$12,216

Sheriff's Office Warrants Officers Report
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Misdemeanors Served	98
Misdemeanors Recalled	100
Felonies Served	46
Felonies Recalled	2
Letters Mailed	318
Letters Mailed on other Agencies	81

REVISIONS
~~AMENDMENTS~~ CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
051 AGING	.00
THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.	
RAY STELLY	<i>[Signature]</i>
COUNTY AUDITOR	
JOHN P. THOMPSON	
COUNTY JUDGE	

[Handwritten signature]

2009-02
11/10/08

11/04/2008 08:09:20

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2009 051-645-105	SALARIES	11/04/2008	2K9R02	78,878.89	84,036.49	5,157.60	XFER PT EMPLO TO FT	SD
2009 051-645-201	SOCIAL SECURITY	11/04/2008	2K9R02	9,539.72	9,936.86	397.14	XFER PT EMPLO TO FT	SD
2009 051-645-202	GROUP INSURANCE	11/04/2008	2K9R02	20,810.16	25,434.64	4,624.48	XFER PT EMPLOY TO FT	SD
2009 051-645-203	RETIREMENT	11/04/2008	2K9R02	11,659.66	12,132.61	472.95	XFER PT EMPLOY TO FT	SD
2009 051-645-204	WORKER'S COMPENSAT	11/04/2008	2K9R02	1,842.84	2,057.92	215.08	XFER PT EMPLOY TO FT	SD
2009 051-645-206	UNEMPLOYMENT COMPE	11/04/2008	2K9R02	187.05	191.14	4.09	XFER PT EMPLOYER TO FT	SD
2009 051-645-333	RAW FOOD	11/04/2008	2K9R02	65,000.00	54,128.66	10,871.34-	XFER PT EMP TO FT	SD
TOTAL AMENDMENTS				7	TOTAL CHANGES	.00		

2K9R02

Line-item Transfer - Budget Revision

DATE: 10/29/08

Honorable Commissioners Court of Polk County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	051	645	333	10,871.34
To:	REFER BELOW			10,871.34
Reason:	Transfer part-time employee to full-time employee.			

Syble McClain

 Department Head

Transfer funds to the following:

- 051.645.105 5,157.60 ✓
- 051.645.201 397.14 ✓
- 051.645.202 4,624.48 ✓
- 051.645.203 472.95 ✓
- 051.645.204 215.08 ✓
- 051.645.206 4.09 ✓

Total Transfer 10,871.34

done
Dale
11/4/08

#2008-24(A)

COPY

November 03, 2008

Budget Amendment
2K8A24
FY08

Polk County
by: Stephanie Dale
Assistant Auditor

Fund Account	Account Name	Increase	Decrease	Comments	Budget	Budget
010-310-110	Taxes Current	23,881.39		End of FY08	-5,826,879.11	-5,850,760.50
010-310-120	Taxes Delq	190,295.57		End of FY08	-384,387.45	-574,683.02
010-318-160	Other Tax	21,152.71		End of FY08	0.00	-21,152.71
010-330-690	Penry Difference Grant	208,500.00		End of FY08	0.00	-208,500.00
010-333-426	Indigent Def Grant	21,824.75		End of FY08	-26,603.00	-48,427.75
010-342-600	Insurance Claims	8,688.80		End of FY08	-35,216.83	-43,905.63
010-401-027	Trsf To Courthouse	1,709.49		End of FY08	24,940.00	26,649.49
010-409-331	Copy/Postage Machine	9,136.47		End of FY08	80,000.00	89,136.47
010-409-440	Electricity	15,903.92		End of FY08	229,000.00	244,903.92
010-409-482	Property Ins	99,540.47		End of FY08	62,807.53	162,348.00
010-409-553	Bond Issuance Cost	58,559.48		End of FY08	0.00	58,559.48
010-409-573	Capital Outlay	15,894.80		End of FY08	18,286.99	34,181.79
010-465-315	Office Supplies	1,204.94		End of FY08	100.00	1,304.94
010-465-400	Attorney Fees 411th	20,335.26		End of FY08	160,000.00	180,335.26
010-465-403	Appeals & Transcripts	8,417.90		End of FY08	12,114.90	20,532.80
010-465-405	psychological eval	3,400.00		End of FY08	3,000.00	6,400.00
010-465-406	Interpreter Fees	882.84		End of FY08	750.00	1,632.84
010-465-407	Appeals & Transcripts	5,691.70		End of FY08	5,000.00	10,691.70
010-465-408	Attorney Fees 258th	27,261.89		End of FY08	130,000.00	157,261.89
010-465-418	Capital Trial Cost	203,075.65		End of FY08	5,425.00	208,500.65
010-551-330	Furnished Transportation	1,179.04		End of FY08	11,585.94	12,764.98
010-650-105	Salaries	832.72		End of FY08	45,187.61	46,020.33
010-650-108	Salaries PT	873.29		End of FY08	2,560.23	3,433.52
010-650-201	Soc Sec	111.08		End of FY08	3,726.14	3,837.22
010-650-203	Retirement	332.28		End of FY08	4,316.70	4,648.98
010-390-408	Premium on Tax Notes	15,894.80		End of FY08	0.00	-15,894.80
010-390-409	Loan Proceeds Tax Notes	1,776,454.24		End of FY08	0.00	-1,776,454.24
015-390-400	Tax Note Proceeds R & B Admin	9,726.49		End of FY08	0.00	-9,726.49
015-390-401	Tax Note Proceeds Pct 1	88,341.50		End of FY08	0.00	-88,341.50
015-390-402	Tax Note Proceeds Pct 2	74,134.00		End of FY08	0.00	-74,134.00
015-390-403	Tax Note Proceeds Pct 3	165,257.90		End of FY08	0.00	-165,257.90
015-390-404	Tax Note Proceeds Pct 4	74,137.75		End of FY08	0.00	-74,137.75
051-300-400	Loan Proceeds Tax Notes	15,957.60		End of FY08	0.00	-15,957.60

Polk County
 by: Stephanie Dale
 Assistant Auditor

Budget Amendment
 2K8A24
 FY08

November 03, 2008

015-390-621	Loan Proceeds	207,354.00		End of FY08	0.00	-207,354.00
015-390-624	Loan Proceeds	207,354.00		End of FY08	0.00	-207,354.00
015-621-573	Pct 1 Capital Outlays	207,354.00		End of FY08	54,500.00	261,854.00
015-624-573	Pct 4 Capital Outlays	207,354.00		End of FY08	254,213.60	461,567.60
019-341-100	Depository Interest	38,313.59		End of FY08	-123,717.84	-162,031.43
019-390-408	Premium on CO's	171,435.30		End of FY08	0.00	-171,435.30
019-390-409	CO Proceeds	10,120,000.00		End of FY08	0.00	-10,120,000.00
019-465-550	Architect/Eng Service	283,204.45		End of FY08	0.00	283,204.45
019-465-551	Preconstruction Exp	12,794.88		End of FY08	0.00	12,794.88
019-465-552	Construction manager	94,553.38		End of FY08	0.00	94,553.38
019-465-552	Bond Issuance Cost	284,115.98		End of FY08	0.00	284,115.98
019-700-061	Transfer to Debt Service	38,313.59		End of FY08	123,717.84	162,031.43
020-271-000	Fund Balance		880,036.44	End of FY08		
020-340-100	Interest 2007 CO Ser	824,088.64		End of FY08	-6,670.00	-830,758.64
020-512-550	Architect Eng Service	290,863.55		End of FY08	0.00	290,863.55
020-512-551	Preconstruction Exp	62,904.49		End of FY08	0.00	62,904.49
020-512-553	Bond Issue Cost	15,875.00		End of FY08	0.00	15,875.00
020-512-555	Construction Cost	11,528.00		End of FY08	0.00	11,528.00
020-512-556	Land Acquisition	493,899.40		End of FY08	0.00	493,899.40
020-512-573	Capital Outlay	4,966.00		End of FY08	0.00	4,966.00
020-700-061	Transfer to Debt Service	824,088.64		End of FY08	6,668.75	830,757.39
027-340-010	Transfer From General	1,709.49		End of FY08	-24,940.00	-26,649.49
027-580-105	Salaries Bailiffs	13.88		End of FY08	32,324.53	32,338.41
027-580-108	Salaries PT	1,054.37		End of FY08	8,456.56	9,510.93
027-580-201	Soc Sec	68.29		End of FY08	3,174.83	3,243.12
027-580-203	Retirement	247.58		End of FY08	3,647.95	3,895.53
027-580-423	Mobile Ph Pagers	325.37		End of FY08	500.00	825.37

November 03, 2008

Budget Amendment
2K8A24
FY08

Polk County
by: Stephanie Dale
Assistant Auditor

028-271-000	Fund Balance	5,000.00	8,488.34	End of FY08	0.00	-5,000.00
028-318-140	Hotel Motel Tax Monies	12,609.59		End of FY08	0.00	-12,609.59
028-360-100	Dep Interest	2,905.00		End of FY08	0.00	-2,905.00
028-367-100	Contributions	50.00		End of FY08	0.00	-50.00
028-370-500	Misc Income	29,052.93		End of FY08	0.00	29,052.93
028-661-334	Operating Exp					
032-271-000	Fund Balance	32,044.48	32,044.48	End Of FY08	0.00	32,044.48
032-700-061	Transfer to Debt Ser					
034-330-694	Ike Disaster Reimb	475,676.49		End Of FY08	0.00	-475,676.49
034-330-695	Gustav Disaster reimb	18,786.56		End Of FY08	0.00	-18,786.56
034-694-105	Salaries	257,102.02		End Of FY08	0.00	257,102.02
034-694-108	Salaries PT	26,243.31		End Of FY08	0.00	26,243.31
034-694-201	Soc Sec	21,551.89		End Of FY08	0.00	21,551.89
034-694-203	Retirement	26,063.88		End Of FY08	0.00	26,063.88
034-694-204	Wk Comp	6,212.34		End Of FY08	0.00	6,212.34
034-694-206	Unemp Ins	519.98		End Of FY08	0.00	519.98
034-694-339	Construction	8,899.74		End Of FY08	0.00	8,899.74
034-694-490	Project Expenditures	81.91		End Of FY08	0.00	81.91
034-694-491	County Gen Fund Disaster	77,368.25		End Of FY08	0.00	77,368.25
034-694-544	Aging Disaster Exp	17,418.32		End Of FY08	0.00	17,418.32
034-694-621	Pct 1 Disaster exp	8,999.83		End Of FY08	0.00	8,999.83
034-694-622	Pct 2 Disaster Exp	12,627.23		End Of FY08	0.00	12,627.23
034-694-623	Pct 3 Disaster Exp	7,518.88		End Of FY08	0.00	7,518.88
034-694-624	Pct 4 Disaster Exp	5,068.91		End Of FY08	0.00	5,068.91
034-695-105	Salaries	10,338.74		End Of FY08	0.00	10,338.74
034-695-108	Salaries PT	5,386.72		End Of FY08	0.00	5,386.72
034-695-201	Soc Sec	1,203.04		End Of FY08	0.00	1,203.04
034-695-203	Retirement	1,442.01		End Of FY08	0.00	1,442.01
034-695-491	County Gen Fund Disaster	416.05		End Of FY08	0.00	416.05

Polk County
 by: Stephanie Dale
 Assistant Auditor

Budget Amendment
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 FY08

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035-331-100	Disaster Project DRS	435,247.70	End Of FY08	-45,950.00	-481,197.70
035-331-200	Flood Disaster Project	105,621.00	End Of FY08	0.00	-105,621.00
035-409-600	Disaster Project DRS	435,247.70	End Of FY08	45,950.00	481,197.70
035-409-601	Flood Disaster Project	105,621.00	End Of FY08	0.00	105,621.00
048-342-400	Salary Supplement Reimb	20,176.56	End Of FY08	0.00	-20,176.56
048-476-105	Salary	20,176.56	End Of FY08	0.00	20,176.56
051-339-130	Title IIIIC2 Home Deliv	16,567.96	End Of FY08	-47,000.00	-63,567.96
051-645-105	Salaries	1,647.68	End Of FY08	69,967.49	71,615.17
051-645-108	Salary PT	2,544.74	End Of FY08	53,671.13	56,215.87
051-645-201	Soc Sec	224.67	End Of FY08	9,600.64	9,825.31
051-645-203	Retirement	834.59	End Of FY08	11,031.33	11,865.92
051-645-206	Unemployment	13.59	End Of FY08	276.10	289.69
051-645-315	Office Supplies	263.03	End Of FY08	2,254.13	2,517.16
051-645-331	County Car oil/Gas	1,513.80	End Of FY08	6,500.00	8,013.80
051-645-333	Raw Food	5,876.68	End Of FY08	51,098.62	56,975.30
051-645-343	Paper Goods	1,243.77	End Of FY08	15,664.00	16,907.77
051-645-420	Telephone Exp	361.24	End Of FY08	500.00	861.24
051-645-440	Electricity	2,044.17	End Of FY08	947.00	2,991.17
061-342-900	Misc.	500.00	End Of FY08	0.00	-500.00
061-390-019	Transfer from Judicial	38,313.59	End Of FY08	-123,417.84	-162,031.43
061-390-020	Transfer In Construction	824,088.64	End Of FY08	-6,668.75	-830,757.39
061-890-690	Bond Fees	500.00	End Of FY08	1,500.00	2,000.00
091-360-100	Dep Interest	12,353.77	End Of FY08	0.00	-12,353.77
091-700-092	Transfer to Available	12,353.77	End Of FY08	0.00	12,353.77

2008 BUDGET AMENDMENTS AND REVENUE CERTIFICATION

	BUDGET INCREASE	BUDGET DECREASE	CURRENT BUDGET	AMENDED BUDGET
CERTIFY REVENUE AND AMEND BUDGET				
010-310-110 TAXES - CURRENT	(23,881.39)	-	(5,826,879.11)	(5,850,760.50)
010-310-120 TAXES - DELINQUENT	(190,295.57)	-	(384,387.45)	(574,683.02)
010-318-160 OTHER TAX	(21,152.71)	-	-	(21,152.71)
010-330-690 PENRY DEFENCE GRANT	(208,500.00)	-	-	(208,500.00)
010-333-426 INDIGENT DEFENSE GRANT	(21,824.75)	-	(26,603.00)	(48,427.75)
010-342-600 INSURANCE CLAIMS	(8,688.80)	(-35216.83)	(33,628.98)	(42,316.88) (43905.63)
010-401-027 TRANSF TO COURTHOUSE S	1,709.49	-	24,940.00	26,649.49
010-409-331 COPY/POSTAGE MACHINE E	9,136.47	-	80,000.00	89,136.47
010-409-440 ELECTRICITY	15,903.92	-	229,000.00	244,903.92
010-409-482 PROPERTY INSURANCE	99,540.47	-	62,807.53	162,348.00
010-409-553 BOND ISSUANCE COST	58,559.48	-	-	58,559.48
010-409-573 CAPTIAL OUTLAY	15,894.80	-	18,286.99	34,181.79
010-465-315 OFFICE SUPPLIES	1,204.94	-	100.00	1,304.94
010-465-400 ATTORNEY FEES- 411TH C	20,335.26	-	160,000.00	180,335.26
010-465-403 APPEALS & TRANSCRIPTS-	8,417.90	-	12,114.90	20,532.80
010-465-405 PSYCHOLOGICAL EVAL.-25	3,400.00	-	3,000.00	6,400.00
010-465-406 INTERPRETER FEES - 258	882.84	-	750.00	1,632.84
010-465-407 APPEALS & TRANSCRIPTS-	5,691.70	-	5,000.00	10,691.70
010-465-408 ATTORNEY FEES-258TH CO	27,261.89	-	130,000.00	157,261.89
010-465-418 CAPITAL TRIAL COSTS-PE	203,075.65	-	5,425.00	208,500.65
010-551-330 FURNISHED TRANSPORTATION	1,179.04	-	11,585.94	12,764.98
010-650-105 SALARIES	832.72	-	45,187.61	46,020.33
010-650-108 SALARIES - PART/TIME	873.29	-	2,560.23	3,433.52
010-650-201 SOCIAL SECURITY	111.08	-	3,726.14	3,837.22
010-650-203 RETIREMENT	332.28	-	4,316.70	4,648.98
	(0.00)	-	(5,472,696.60)	(5,472,696.60)
CERTIFY TAX NOTES 2008 SERIES AND AMEND BUDGET				
010-390-408 PERMIUM ON TAX NOTES	(15,894.80)	-	-	(15,894.80)
010-390-409 LOAN PROCEEDS/TAX NOTES	(1,776,454.24)	-	-	(1,776,454.24)
015-390-400 TAX NOTES PROCEEDS R&B ADMIN	(9,726.49)	-	-	(9,726.49)
015-390-401 TAX NOTES PROCEEDS PCT#1	(88,341.50)	-	-	(88,341.50)
015-390-402 TAX NOTES PROCEEDS PCT#2	(74,134.00)	-	-	(74,134.00)
015-390-403 TAX NOTES PROCEEDS PCT#3	(165,257.90)	-	-	(165,257.90)
015-390-404 TAX NOTES PROCEEDS PCT#4	(74,137.75)	-	-	(74,137.75)
051-390-409 LOAN PROCEEDS/TAX NOTES	(15,957.60)	-	-	(15,957.60)
	(2,219,904.28)	-	-	(2,219,904.28)
CERTIFY 2008 REVENUE AND AMEND BUDGET				
015-390-621 LOAN PROCEEDS	(207,354.00)	-	-	(207,354.00)
015-390-624 LOAN PROCEEDS	(207,354.00)	-	-	(207,354.00)
015-621-573 PCT 1 CAPITAL OUTLAYS	207,354.00	-	54,500.00	261,854.00
015-624-573 PCT4 CAPITAL OUTLAYS	207,354.00	-	254,213.60	461,567.60
	-	-	308,713.60	308,713.60
CERTIFY 2008 CO'S SERIES REVENUE AND AMEND BUDGET				
019-341-100 DEPOSITORY INTEREST	(38,313.59)	-	(123,717.84)	(162,031.43)
019-390-408 PREMIUM ON CO'S	(171,435.30)	-	-	(171,435.30)
019-390-409 CO PROCEEDS	(10,120,000.00)	-	-	(10,120,000.00)
019-465-550 ARCHITECT/ENG SERVICE	283,204.45	-	-	283,204.45
019-465-551 PERCONSTRUCTION EXPENS	12,794.88	-	-	12,794.88
019-465-552 CONSTRUCTION MANAGER E	94,553.38	-	-	94,553.38
019-465-553 BOND ISSUANCE COST	284,115.98	-	-	284,115.98
019-700-061 TRANSFER TO DEBT SERVI	38,313.59	-	123,717.84	162,031.43
	(9,616,766.61)	-	-	(9,616,766.61)

2008 BUDGET AMENDMENTS AND REVENUE CERTIFICATION

	BUDGET INCREASE	BUDGET DECREASE	CURRENT BUDGET	AMENDED BUDGET
CERTIFY REVENUE AND AMEND BUDGET				
020-271-000 FUND BALANCE	-	880,036.44	(18,310,433.24)	(17,430,396.80)
020-340-100 INTEREST--2007 C/O SER	(824,088.64)	-	(6,670.00)	(830,758.64)
020-512-550 ARCHITECT/ENG. SERVICE	290,863.55	-	-	290,863.55
020-512-551 PRECONSTRUCTION EXPENS	62,904.49	-	-	62,904.49
020-512-553 BOND ISSUE COSTS-2007	15,875.00	-	-	15,875.00
020-512-555 CONSTRUCTION COSTS	11,528.00	-	-	11,528.00
020-512-556 LAND ACQUISITION	493,899.40	-	-	493,899.40
020-512-573 CAPITAL OUTLAY	4,966.00	-	-	4,966.00
020-700-061 TRANSFER TO DEBT SERVI	824,088.64	-	6,668.75	830,757.39
	880,036.44	880,036.44	(18,310,434.49)	(16,550,361.61)
CERTIFY REVENUE AND AMEND BUDGET				
027-340-010 TRANSFER FROM GENERAL/	(1,709.49)	-	(24,940.00)	(26,649.49)
027-580-105 SALARIES-BALIFFS	13.88	-	32,324.53	32,338.41
027-580-108 SALARIES - PART/TIME	1,054.37	-	8,456.56	9,510.93
027-580-201 SOCIAL SECURITY	68.29	-	3,174.83	3,243.12
027-580-203 RETIREMENT	247.58	-	3,647.95	3,895.53
027-580-423 MOBIL PHONE/PAGERS	325.37	-	500.00	825.37
	-	-	23,163.87	23,163.87
CERTIFY REVENUE AND AMEND BUDGET				
028-271-000 FUND BALANCE	-	8,488.34	(390,474.84)	(381,986.50)
028-318-140 HOTEL/MOTEL TAX MONIES	(5,000.00)	-	-	(5,000.00)
028-360-100 DEPOSITORY INTEREST	(12,609.59)	-	-	(12,609.59)
028-367-100 CONTRIBUTIONS	(2,905.00)	-	-	(2,905.00)
028-370-500 MISCELLANEOUS INCOME	(50.00)	-	-	(50.00)
028-661-334 OPERATING EXPENSE	29,052.93	-	-	29,052.93
	8,488.34	8,488.34	(390,474.84)	(373,498.16)
AMEND BUDGET				
032-271-000 FUND BALANCE	-	32,044.48	(32,044.48)	-
032-700-061 TRANSFER TO DEBT SERVICE	32,044.48	-	-	32,044.48
	32,044.48	32,044.48	(32,044.48)	32,044.48
CERTIFY REVENUE AND AMEND BUDGET				
034-330-694 IKE DISASTER REIMBURSE	(475,676.49)	-	-	(475,676.49)
034-330-695 GUSTAV DISASTER REIMBU	(18,786.56)	-	-	(18,786.56)
034-694-105 SALARIES	257,102.02	-	-	257,102.02
034-694-108 SALARIES - PART-TIME	26,243.31	-	-	26,243.31
034-694-201 SOCIAL SECURITY	21,551.89	-	-	21,551.89
034-694-203 RETIREMENT	26,063.88	-	-	26,063.88
034-694-204 WORKERS COMPENSATION	6,212.34	-	-	6,212.34
034-694-206 UNEMPLOYMENT INSURANCE	519.98	-	-	519.98
034-694-339 CONSTRUCTION	8,899.74	-	-	8,899.74
034-694-490 PROJECT EXPENDITURES	81.91	-	-	81.91
034-694-491 COUNTY (GEN FUND) DISA	77,368.25	-	-	77,368.25
034-694-544 AGING DISASTER EXPENSE	17,418.32	-	-	17,418.32
034-694-621 PCT #1 DISASTER EXPENS	8,999.83	-	-	8,999.83
034-694-622 PCT #2 DISASTER EXPENS	12,627.23	-	-	12,627.23
034-694-623 PCT #3 DISASTER EXPENS	7,518.88	-	-	7,518.88
034-694-624 PCT #4 DISASTER EXPENS	5,068.91	-	-	5,068.91
034-695-105 SALARIES	10,338.74	-	-	10,338.74
034-695-108 SALARIES - PART-TIME	5,386.72	-	-	5,386.72
034-695-201 SOCIAL SECURITY	1,203.04	-	-	1,203.04
034-695-203 RETIREMENT	1,442.01	-	-	1,442.01
034-695-491 COUNTY (GEN FUND) DISA	416.05	-	-	416.05
	(0.00)	-	-	(0.00)

2008 BUDGET AMENDMENTS AND REVENUE CERTIFICATION

	BUDGET INCREASE	BUDGET DECREASE	CURRENT BUDGET	AMENDED BUDGET
CERTIFY REVENUE AND AMEND BUDGET				
035-331-100 DISASTER PROJECT - DRS	(435,247.70)	-	(45,950.00)	(481,197.70)
035-331-200 FLOOD DISASTER PROJECT	(105,621.00)	-	-	(105,621.00)
035-409-600 DISASTER PROJECT - DRS	435,247.70	-	45,950.00	481,197.70
035-409-601 FLOOD DISASTER PROJ EX	105,621.00	-	-	105,621.00
	-	-	-	-
CERTIFY REVENUE AND AMEND BUDGET				
048-342-400 SALARY SUPPLEMENT REIM	(20,176.56)	-	-	(20,176.56)
048-476-105 SALARY	20,176.56	-	-	20,176.56
	-	-	-	-
CERTIFY REVENUE AND AMEND BUDGET				
051-339-130 TITLE IIIC2 HOME DELIV	(16,567.96)	-	(47,000.00)	(63,567.96)
051-645-105 SALARIES	1,647.68	-	69,967.49	71,615.17
051-645-108 SALARY - PARTTIME AGIN	2,544.74	-	53,671.13	56,215.87
051-645-201 SOCIAL SECURITY	224.67	-	9,600.64	9,825.31
051-645-203 RETIREMENT	834.59	-	11,031.33	11,865.92
051-645-206 UNEMPLOYMENT COMPENSAT	13.59	-	276.10	289.69
051-645-315 OFFICE SUPPLIES	263.03	-	2,254.13	2,517.16
051-645-331 COUNTY CAR OIL/GAS	1,513.80	-	6,500.00	8,013.80
051-645-333 RAW FOOD	5,876.68	-	51,098.62	56,975.30
051-645-343 PAPER FOOD GOODS/SUPPL	1,243.77	-	15,664.00	16,907.77
051-645-420 TELEPHONE EXPENSE	361.24	-	500.00 881.24	1,222.48 861.24
051-645-440 ELECTRICITY	2,044.17	-	947.00	2,991.17
	-	-	174,871.68	174,871.68
CERTIFY REVENUE AND AMEND BUDGET				
061-342-900 MISCELLANEOUS	(500.00)	-	-	(500.00)
061-390-019 TRANSFER FROM JUDICIAL	(38,313.59)	-	(123,717.84)	(162,031.43)
061-390-020 TRANSFER IN - CONSTRUC	(824,088.64)	-	6,668.75	(817,419.89) *
061-890-690 BOND FEES	500.00	-	1,500.00	2,000.00
	(862,402.23)	-	(115,549.09)	(977,951.32)
CERTIFY REVENUE AND AMEND BUDGET				
091-360-100 DEPOSITORY INTEREST	(12,353.77)	-	-	(12,353.77)
091-700-092 TRANSFER TO AVAILABLE	12,353.77	-	-	12,353.77
	-	-	-	-
CERTIFY REVENUE AND AMEND BUDGET				
092-360-100 DEPOSITORY INTEREST	(3,363.08)	-	(890.00)	✓ (4,253.08)
092-370-091 TRANSFER FROM PERM.SCH	(8,201.81)	-	-	✓ (8,201.81)
092-699-489 SCHOOL PAYMENTS / DIST	11,564.89	-	114,633.00	126,197.89
	-	-	113,743.00	113,743.00

2009 BUDGET AMENDMENTS AND REVENUE CERTIFICATION

	BUDGET INCREASE	BUDGET DECREASE	CURRENT BUDGET	AMENDED BUDGET
022-390-611 BUYBACK PROCEEDS	(91,600.00)	-	-	(91,600.00)
022-390-621 LOAN PROCEEDS	(207,354.00)	-	-	(207,354.00)
022-622-339 ROAD MATERIAL	-	(10,983.98)	498,157.19	487,173.21
022-622-569 LEASE INTEREST PAYMENT	4,966.98	-	-	4,966.98
022-622-570 LEASE PAYMENT	97,617.00	-	-	97,617.00
022-622-573 CAPITAL OUTLAY PURCHASES	207,354.00	-	-	207,354.00
023-390-611 BUYBACK PROCEEDS	(274,800.00)	-	-	(274,800.00)
023-390-621 LOAN PROCEEDS	(311,031.00)	-	-	(311,031.00)
023-623-490 MISCELLANEOUS	-	(31,616.28)	78,500.00	46,883.72
023-623-569 LEASE INTEREST PAYMENT	14,836.27	-	-	14,836.27
023-623-570 LEASE PAYMENT	291,580.00	-	-	291,580.00
023-623-573 CAPITAL OUTLAY PURCHASES	311,031.00	-	-	311,031.00
	42,600.25	(42,600.26)	576,657.19	576,657.18

10-22

10-22

ACH 358

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	4,251.36
	TOTAL OF ALL FUNDS	4,251.36

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

RAY STELLY

ASB

COUNTY AUDITOR

Rargie N. ...

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

34-1647
10.22
ACIF 359

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	994.26
TOTAL OF ALL FUNDS	994.26

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

ASB

RAY STELLY

COUNTY AUDITOR

Margie N. Stewart

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

10-22

Act # 360
A.

6

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	1,736.75
	TOTAL OF ALL FUNDS	1,736.75

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

RAY STELLY

A38

COUNTY AUDITOR

Chaque Nainant

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

04 PAGE 1649 10-22
ACH 361

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	29,925.92
TOTAL OF ALL FUNDS	29,925.92

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

Asst RAY STELLY
COUNTY AUDITOR *Angie N. Ainsworth*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

10 12 2

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FUND	DESCRIPTION	DISBURSEMENTS
035	GRANT FUND	174,399.30
TOTAL OF ALL FUNDS		174,399.30

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie Andrews

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	5,120.45
TOTAL OF ALL FUNDS	5,120.45

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

RAY STELLY

Ass

COUNTY AUDITOR

Dorrie W. ...

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

13.78

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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	109,282.97
015	ROAD & BRIDGE ADM	25,908.31
021	ROAD & BRIDGE #1	280.23-
022	ROAD & BRIDGE #2	326.93-
023	ROAD & BRIDGE #3	513.75-
024	ROAD & BRIDGE #4	467.05-
027	SECURITY	531.36
051	AGING	1,594.07
185	CCAP - JUVENILE PROBATION	5,852.71
TOTAL OF ALL FUNDS		141,581.46



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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Airgood

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	26,350.00

TOTAL OF ALL FUNDS	26,350.00

ACH 362

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

10-23

FUND	DESCRIPTION	DISBURSEMENTS
061	DEBT SERVICE FUND	500.00
101	ADULT SUPERVISION	360.00
TOTAL OF ALL FUNDS		860.00

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

10.24

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,412.13
015	ROAD & BRIDGE ADM	745.54
034	FEMA DISASTER FUNDS	450.46
051	AGING	315.04
TOTAL OF ALL FUNDS		9,923.17

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Vincent

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

10.24

54 PAGE 1656

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,592.90
013	JP JUSTICE COURT TECHNOLOGY	59.95
021	ROAD & BRIDGE #1	251.39
022	ROAD & BRIDGE #2	19.42
051	AGING	171.24
TOTAL OF ALL FUNDS		3,094.90

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Cimowitz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,684.99
TOTAL OF ALL FUNDS	8,684.99

ACT 363
10-28

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

RAY STELLY
 COUNTY AUDITOR *Margaret W. Steffy*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

Asst

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	242.00
088	JUDICIARY FUND	161,564.65
	TOTAL OF ALL FUNDS	161,806.65

ACH 364
10-28

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

Asst RAY STELLY
COUNTY AUDITOR *Do you N Animate*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	65,376.00

TOTAL OF ALL FUNDS	65,376.00

10 38

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

Asst

RAY STELLY

COUNTY AUDITOR

Margaret A. O'Connell

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

10-28

FUND	DESCRIPTION	DISBURSEMENTS
088	JUDICIARY FUND	26,758.86
TOTAL OF ALL FUNDS		26,758.86

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Cusumano

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	45,109.23
TOTAL OF ALL FUNDS	45,109.23

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

Asst

RAY STELLY

COUNTY AUDITOR

George N. O'Connell

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

YR.

SCHEDULE OF BILLS BY FUND

10-26

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,150.00
TOTAL OF ALL FUNDS		4,150.00

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Anowitz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
021 ROAD & BRIDGE #1	21,603.42
TOTAL OF ALL FUNDS	21,603.42

10-13

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

RAY STELLY

10/13

COUNTY AUDITOR

Margie M. Amosant

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1664

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	9,539.96
	TOTAL OF ALL FUNDS	9,539.96

ACIF 3/25
10-29

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

Asst
RAY STELLY
COUNTY AUDITOR Margie N. Ciomara
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	75.00
061	DEBT SERVICE FUND	500.00
	TOTAL OF ALL FUNDS	575.00

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

Asst RAY STELLY
COUNTY AUDITOR Margie N. Airault
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

COPY

SCHEDULE OF BILLS BY FUND

10-1

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	15,904.70
	TOTAL OF ALL FUNDS	15,904.70

ACH 366

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

RAY STELLY
 COUNTY AUDITOR Chargie Hairwork
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	32,784.64
021	ROAD & BRIDGE #1	1,425.38
022	ROAD & BRIDGE #2	1,481.58
023	ROAD & BRIDGE #3	2,109.14
024	ROAD & BRIDGE #4	1,868.32
027	SECURITY	213.84
034	FEMA DISASTER FUNDS	6,529.44
051	AGING	608.84
101	ADULT SUPERVISION	4,731.88
185	CCAP - JUVENILE PROBATION	2,319.68
TOTAL OF ALL FUNDS		54,072.74

Handwritten note: Helt 367

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

Ass
 RAY STELLY
 COUNTY AUDITOR *Raye N. Steilly*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

54 PAGE 1668

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,713.94
021	ROAD & BRIDGE #1	333.34
022	ROAD & BRIDGE #2	346.50
023	ROAD & BRIDGE #3	493.30
024	ROAD & BRIDGE #4	436.96
027	SECURITY	50.02
034	FEMA DISASTER FUNDS	1,527.06
051	AGING	142.40
101	ADULT SUPERVISION	1,106.58
185	CCAP - JUVENILE PROBATION	542.50
TOTAL OF ALL FUNDS		12,692.60

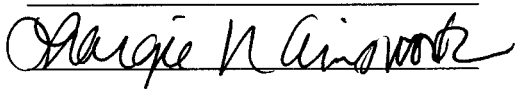
ACF 368
10-30

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



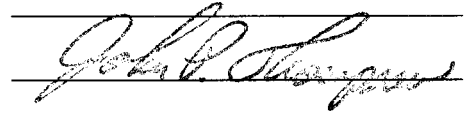
RAY STELLY

COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	24,786.73
021	ROAD & BRIDGE #1	948.93
022	ROAD & BRIDGE #2	938.29
023	ROAD & BRIDGE #3	1,286.57
024	ROAD & BRIDGE #4	1,376.25
027	SECURITY	149.81
034	FEMA DISASTER FUNDS	3,395.66
051	AGING	205.92
101	ADULT SUPERVISION	3,579.01
185	CCAP - JUVENILE PROBATION	1,880.81
TOTAL OF ALL FUNDS		38,547.98

ACH 3/6/9 10-30

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

Assf
 RAY STELLY
 COUNTY AUDITOR Chargie Nainwack
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

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12-70

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	202,281.27
021	ROAD & BRIDGE #1	8,669.72
022	ROAD & BRIDGE #2	9,013.29
023	ROAD & BRIDGE #3	12,477.34
024	ROAD & BRIDGE #4	11,240.19
027	SECURITY	1,262.08
034	FEMA DISASTER FUNDS	45,169.59
051	AGING	3,984.73
101	ADULT SUPERVISION	28,990.94
185	CCAP - JUVENILE PROBATION	14,063.37
TOTAL OF ALL FUNDS		337,152.52

ACH 370

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

Asst RAY STELLY
 COUNTY AUDITOR Margie Naisner
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,777.47
021	ROAD & BRIDGE #1	92.31
022	ROAD & BRIDGE #2	246.00
023	ROAD & BRIDGE #3	99.99
024	ROAD & BRIDGE #4	198.35
TOTAL OF ALL FUNDS		3,414.12

ACH 371 10-30

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Airs

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

54 PAGE 1672

10-30

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	10,656.89
	TOTAL OF ALL FUNDS	10,656.89

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

Asst
RAY STELLY
COUNTY AUDITOR Margie N. Ciomontz
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

COPY

SCHEDULE OF BILLS BY FUND

10-30

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,769.65
021	ROAD & BRIDGE #1	100.00
023	ROAD & BRIDGE #3	175.00
024	ROAD & BRIDGE #4	45.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		2,172.15

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

RAY STELLY

Asst

COUNTY AUDITOR

Rargie Naimonik

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	990.00
	TOTAL OF ALL FUNDS	990.00

10-31
ACH 372

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Simpson

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

10/22

AC 11 273

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	231.52
TOTAL OF ALL FUNDS	231.52

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

ASST

RAY STELLY

COUNTY AUDITOR

Gargie N. Ciaroni

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

AC 17 374
10-31

54 PAGE 1676

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	498.58
	TOTAL OF ALL FUNDS	498.58

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

Assf

RAY STELLY

COUNTY AUDITOR

Margie N. Cimprich

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	6,315.77
TOTAL OF ALL FUNDS	6,315.77

ACH 375 10-31

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

ASST

RAY STELLY

COUNTY AUDITOR

Margie N. Alcorn

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

10-31

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,834.88
015	ROAD & BRIDGE ADM	284.37
TOTAL OF ALL FUNDS		2,119.25

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

Asst

RAY STELLY

COUNTY AUDITOR

Chargie N. Airswater

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

11/1/88

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,547.68
013	JP JUSTICE COURT TECHNOLOGY	69.95
015	ROAD & BRIDGE ADM	38.41
023	ROAD & BRIDGE #3	88.70
034	FEMA DISASTER FUNDS	92.31
TOTAL OF ALL FUNDS		7,837.05

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

Assf

RAY STELLY

COUNTY AUDITOR

Margie K. Coward

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

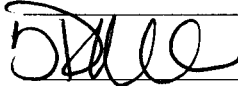
SCHEDULE OF BILLS BY FUND

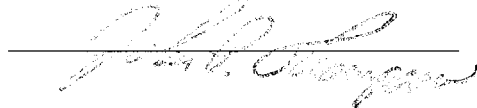
VOL. 54 PAGE 1680
FUND DESCRIPTION

11-2

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,585.95
	TOTAL OF ALL FUNDS	14,585.95

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

RAY STELLY
asst. COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

11-4

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	38,963.83
015	ROAD & BRIDGE ADM	3,470.00
TOTAL OF ALL FUNDS		42,433.83

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

RAY STELLY

Rsef

COUNTY AUDITOR

Therese N. Amour

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

11-4

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	85,493.22
011	HOTEL OCCUPANCY TAX FUND	500.00
021	ROAD & BRIDGE #1	56,476.82
022	ROAD & BRIDGE #2	19,489.63
023	ROAD & BRIDGE #3	14,019.38
024	ROAD & BRIDGE #4	8,301.57
027	SECURITY	27.00
034	FEMA DISASTER FUNDS	36,744.61
040	LAW LIBRARY FUND	918.72
051	AGING	10,235.41
088	JUDICIARY FUND	279.60
TOTAL OF ALL FUNDS		232,485.96

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Clinson

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

11-24

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,444.57
	TOTAL OF ALL FUNDS	1,444.57

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

RAY STELLY

Assf

COUNTY AUDITOR

Chargie N. Ciomara

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

11-41

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1684

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,849.38
	TOTAL OF ALL FUNDS	1,849.38

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

Asst

RAY STELLY

COUNTY AUDITOR

Raigie N. Aumont

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,347.62
021	ROAD & BRIDGE #1	272.02
022	ROAD & BRIDGE #2	267.97
023	ROAD & BRIDGE #3	383.43
024	ROAD & BRIDGE #4	297.21
027	SECURITY	26.66
051	AGING	56.42
185	CCAP - JUVENILE PROBATION	785.29
TOTAL OF ALL FUNDS		8,436.62

11-4

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Amos

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

Y01 54 PAGE 1686

11-4

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,796.24
021	ROAD & BRIDGE #1	60.24
022	ROAD & BRIDGE #2	17.70
023	ROAD & BRIDGE #3	374.40
024	ROAD & BRIDGE #4	238.10
051	AGING	81.20
185	CCAP - JUVENILE PROBATION	127.50
TOTAL OF ALL FUNDS		4,695.38

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

RAY STELLY
 COUNTY AUDITOR *Shargie Naimov*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

#5 (E)

October 29, 2008 - November 10, 2008

COPY

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JOHNNY H. MORSE	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	REGISTRATION EFFECTIVE 10/23/2008
(2)	DAVID GEORGE MANNING	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	REGISTRATION EFFECTIVE 10/20/2008
(3)	HARRY CONWAY II	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	SEPARATION EFFECTIVE 10/23/2008
(4)	TYRONE MARCELL HOLCOMB	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	DISMISSAL EFFECTIVE 10/23/2008
(5)	AMANDA FAITH WINDHAM	AGING/LIVINGSTON	1265 COOK	REGULAR PART TIME	09/(03) \$9.57/HR	RECLASSIFICATION OF JOB TO REG F.T. # 1265, COOK, 09/03, \$19,895.40 EFFECTIVE 11/1/2008
(6)	PATSY LYNN PHILLIPS	JAIL	1052 JAIL ADMINISTRATIVE SECRETARY	REGULAR FULL TIME	15/04 \$27,251.86	TRANSFER TO DISTRICT ATTORNEY, REG F.T. #102, SECRETARY I, \$21,915.68/HR. EFFECTIVE 11/17/2008
(7)	CHRISTANE STAR TIDWELL	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	EMERGENCY NEW HIRE EFFECTIVE 10/21/2008
(8)	CHRISTANE STAR TIDWELL	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	SEPARATION EFFECTIVE 10/27/2008
(9)	KYLE WILLIAM BLACKBERRY	DISASTER	DEBRIS MONITOR	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	DISMISSAL EFFECTIVE 10/24/2008
(10)	ALICE PAYNE GALLOWAY	MUSEUM	102 SECRETARY I	LABOR POOL	12/(01) \$10.54/HR	NEW HIRE EFFECTIVE 11/1/2008
(11)	ROSALBA DOMINGUEZ-GARCIA	TAX ASSESS. COLLECTOR	105 DEPUTY CLERK	REGULAR FULL TIME	12/03 \$22,991.70	RECLASSIFICATION OF JOB TO REG F.T. #103, SECRETARY II, 14/02, \$24,726.51/HR EFFECTIVE 10/27/2008
(12)						
(13)						
(14)						
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(17)						
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(19)						
(20)						
(21)						

5(F.)
VOL.

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

CONTRACT NO. 09-C0064

1. INTRODUCTION & PURPOSE

- 1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, 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 (TxCSDU) ("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") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, 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 TxCSDU.
- 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 TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TxCSDU 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 child support portal at <http://portal.cs.oag.state.tx.us>.

2. CONTRACT PERIOD

- 2.1. This Contract shall commence on September 1, 2008 and shall terminate on August 31, 2010, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

- 3.1.1. 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.
 - 3.1.1.1. 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.
 - 3.1.1.2. County must provide, if available, the following data elements:

- 3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)
 - 3.1.1.2.2. family violence indicator
 - 3.1.1.2.3. name of each participant (last and first)
 - 3.1.1.2.4. sex code for each participant
 - 3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant
 - 3.1.1.2.6. cause number
 - 3.1.1.2.7. cause county code
 - 3.1.1.2.8. start date of cause
 - 3.1.1.2.9. order modification date
 - 3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).
 - 3.1.1.2.11. sex code for each participant
 - 3.1.1.2.12. family violence indicator, if applicable
- 3.1.1.3. 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.
 - 3.1.1.4. 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.
 - 3.1.1.5. 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 ("TxCSDU") that a payment has been received at the TxCSDU; whichever is earlier.
 - 3.1.1.6. County shall provide update order information within three (3) working days of receipt.
 - 3.1.1.7. 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.
 - 3.1.1.8. County shall ensure that payments on cases that have been redirected from the County registry to the TxCSDU are paid to the TxCSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TxCSDU within one day of receipt.
 - 3.1.1.9. County agrees that all court orders must direct child support payments to the (TxCSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.
 - 3.1.1.10. County shall work with the TxCSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

- 3.2.1.1. The term "Child Support Cases" when used in this Section 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").
- 3.2.1.2. 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 Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer

Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent). These activities include but are not limited to:

- 3.2.1.2.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.
 - 3.2.1.2.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.
 - 3.2.1.2.3. 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.
 - 3.2.1.2.4. 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.
- 3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.
- 3.2.3. Customer Service Unit Documentation
- 3.2.3.1. 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.
 - 3.2.3.2. 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.
 - 3.2.3.3. 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.
 - 3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:
 - 3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
 - 3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
 - 3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).
 - 3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).
- 3.2.4. The electronic file associated with customer service activity that the County may transmit is:
- 3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).
- 3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.

- 3.2.6. 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 TXCSES Web application.

3.3. ACCESSING OAG SYSTEMS

3.3.1. County Responsibilities

- 3.3.1.1. 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.
- 3.3.1.2. 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.
- 3.3.1.3. 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.
- 3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 3.3.1.5. 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.
- 3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support 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.
- 3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

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

4. REIMBURSEMENT

- 4.1. 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.
- 4.2. OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.
- 4.3. 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.
- 4.3.1. 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
- 4.4. 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.
- 4.4.1. OAG Rights Upon Loss of Funding
- 4.4.1.1. Legislative Appropriations
- 4.4.1.1.1. 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 Provision of Funding by the United States, 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.
- 4.4.2. Provision of Funding by the United States
- 4.4.2.1. 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.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. 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 \$12.25 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$3.89 per Registry Only Court Order updated. Thus: $[(\text{Calendar Month new and modified Registry Only Court Orders provided} \times \$12.25) + (\text{Calendar Month Registry Only Court Orders updated} \times \$3.89)] \times \text{Federal Share} = \text{OAG Liability}$.

4.5.2. Local Customer Service

4.5.2.1. 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 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.01 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2008 annualized is 18%. Thus: $(\text{Calendar Month IV-D Inquiries Handled by County Personnel}) + (\text{Calendar Month Registry Only Inquiries Handled by County Personnel} - \text{Federal Disallowance Percentage}) \times (\$4.01) \times (\text{Federal Share}) = \text{OAG Liability}$.

4.6. Limitation of OAG Liability

- 4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
- 4.6.3. 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.

- 4.6.4. 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.
- 4.6.5. 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.
- 4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Two Thousand Dollars and No Cents (\$2,000.00)**.

4.7. Assignment of Claims

- 4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

- 5.1.1. 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.

5.1.1.1. County

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

5.1.1.1.1.1. The Honorable Kathy Clifton (or his/her successor in office)
Polk County District Clerk
101 W. Church
Livingston TX 77351-

5.1.1.2. OAG

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

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

- 5.1.1.2.2. With copies to:

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

5.1.1.2.2. Allen Broussard (or his successor in office)
 Manager, Government Contracts
 Office of the Attorney General
 P. O. Box 12017
 Austin, Texas 78711-2017

5.2. Inspections, Monitoring and Audits

5.2.1. 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, documents, papers, logs, audit trails or books (collectively referred to as records) 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 claim, negotiation, 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.

5.3. Reimbursement of Audit Penalty

5.3.1. 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.

5.4. Remedies for Non-Performance

5.4.1. 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.

5.4.2. 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.

- 5.4.3. 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.

5.5. Training on OAG Systems

- 5.5.1. 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. County is responsible for scheduling the training with the OAG and shall direct training requests to:

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

5.6. Assignment

- 5.6.1. 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.

5.7. Liaison

- 5.7.1. 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.

5.8. Subcontracting

- 5.8.1. 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.

5.9. Dispute Resolution Process for County Breach of Contract Claim

- 5.9.1. 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.
- 5.9.2. 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.
- 5.9.3. 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.
- 5.9.4. 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.
- 5.9.5. 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.
- 5.9.6. 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.
- 5.10. Reporting Fraud, Waste or Abuse
- 5.10.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:
- 5.10.1.1. the Contract Manager
- 5.10.1.2. the Deputy Director for Contract Operations, Child Support Division
- 5.10.1.3. the Director, Child Support Division the Deputy Director, Child Support Division
- 5.10.1.4. the OAG Ethics Advisor
- 5.10.1.5. the Director of the OAG Office of Special Investigations
- 5.10.1.6. the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us)
- 5.10.1.7. the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit, (512) 936-9500.
- 5.10.2. The report of suspected misconduct shall include (if known):
- 5.10.2.1. the specific suspected misconduct
- 5.10.2.2. the names of the individual(s)/entity(ies) involved
- 5.10.2.3. the date(s)/location(s) of the alleged activity(ies)

5.10.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

5.10.2.4.1. any documents which tend to support the allegations.

5.10.3. The words fraud, waste or abuse as used in this Section have the following meanings:

5.10.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

5.10.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

5.10.3.3. Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1.1. General

6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.

6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.

6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.

6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall

document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

- 6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.
- 6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.
- 6.1.1.9. 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. 10-2007) 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, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.
- 6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.2. OAG Data Usage and Storage

- 6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data 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 and the Child Support online Login Policy (Attachment C),.
- 6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.2-2007) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization, or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data 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, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, 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, keys, combinations, access logs, and badges. 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.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a signed statement(s) containing the date of destruction or purging, description of OAG Data destroyed or purged, and the method(s) used.

6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward via fax any information requests to:

6.3.3.1. Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

6.4.1.1. County shall respond to detected security incidents. The term "security incident" means an occurrence or event where the confidentiality of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

- 6.4.1.1.1. Initial responders
- 6.4.1.1.2. Containment

- 6.4.1.1.3. Management Notification
 - 6.4.1.1.4. Documentation of Response Actions
 - 6.4.1.1.5. Expedient confirmation of system integrity
 - 6.4.1.1.6. Collection of audit trails and similar evidence
 - 6.4.1.1.7. Cause analysis
 - 6.4.1.1.8. Damage analysis and mitigation
 - 6.4.1.1.9. Internal Reporting Responsibility
 - 6.4.1.1.10. External Reporting Responsibility
 - 6.4.1.1.11. OAG Contract Manager's and OAG CISO's name, phone number and email address
- 6.4.2. Attachment G is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.
- 6.5. Notice
- 6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Incident Response Plan.
 - 6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.
 - 6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.
 - 6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.
- 6.6. Final Report
- 6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:
 - 6.6.1.1. a detailed explanation of the cause(s) of the security incident;
 - 6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and
 - 6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.
 - 6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within five (5) business days after submission of the final report, provide a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

6.6.3. If County fails to provide a Final Report or Certification within fifteen (15) calendar days of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.8. Security Audit

6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required

to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

- 6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice.
- 6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.
- 6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

- 6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

7. AMENDMENT

- 7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. 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. TERMINATION OF CONTRACT

8.1. Termination

- 8.1.1. 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.

8.2. Survival of Terms

- 8.2.1. 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.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. 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.

9.1.2. Civil Rights

9.1.2.1. 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.

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

9.1.3.1. 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.

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

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

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

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

9.1.5.1. Certain Counties 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.

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

9.2. News Releases or Pronouncements

9.2.1. 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.

9.3. Date Standard

9.3.1. 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."

9.4. Headings

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

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.6. Non-Waiver of Rights

9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.7. No Waiver of Sovereign Immunity

9.7.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9.8. Severability

9.8.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.9. Applicable Law and Venue

9.9.1. 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.

9.10. Entire Contract

9.10.1. 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.

9.11. Counterparts

9.11.1. 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.

9.12. Attachments

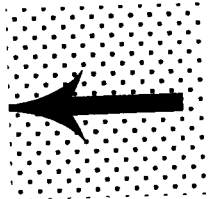
- 9.12.1. Attachment A: OAG Information Security Policy Manual
- 9.12.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility
- 9.12.3. Attachment C: Child Support Online Login Policy
- 9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information
- 9.12.5. Attachment E: Certification Regarding Lobbying
- 9.12.6. Attachment F: IRS Publication 1075 (Rev.10-2007)
- 9.12.7. Attachment G: Incident Response Plan

THIS CONTRACT IS HEREBY ACCEPTED

Office of the Attorney General

Alicia G. Key
Deputy Attorney General for Child Support

The Honorable John P. Thompson
County Judge, Polk County



5(H)

COPY

**Attachment 11-T:
Change Order Approval Request Form**

<u>Owner:</u> County of Polk 101 West Church St. Suite 300 Livingston, Texas 77351 Phone #: (936) 560-7755	<u>Contract For:</u> Flood Disaster Relief Grant Project	Date November 14, 2008
<u>Contractor:</u> Angelina Excavating, Inc. P.O. Box 3483 Lufkin, TX 75903 Agreement Date: 06/24/08 Phone #: (936) 637-0678	<u>Engineer:</u> Goodwin-Lasiter, Inc. 1609 S. Chestnut, Suite 202 Lufkin, Texas 75901 Phone #: (936) 637-4900 Engineer's Project No. 367020	Project No. TCDP Contract No. 727147 Change Order No. 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
4	SELECT FILL EMBANKMENT (ROAD DELIVERED) IN-PLACE MEASURE, CREDIT FOR MATERIAL NOT USED (31 CY @ \$10.00/CY)	\$310.00	
6	CEMENT STABILIZE (27 LB/SY) DRIVEWAY, 6" DEPTH, COMPLETE IN PLACE, CREDIT FOR MATERIAL NOT USED (17 SY @ \$6.00/SY)	\$102.00	
7	CEMENT FOR STABILIZATION, CREDIT FOR MATERIAL NOT USED (0.3 TON @ \$170/TON)	\$51.00	
11	15" HDPE CULVERTS, CREDIT FOR MATERIAL NOT USED (40 LF @ \$30.00/CY)	\$1,200.00	
C2	CEMENT STABILIZED BACKFILL OF SEVERELY ERODED FRONT SLOPES. APPLY BONDED MATRIX FIBER MULCH SEEDING TO 1,800 SY OF DITCHES. (1 LS @ \$4,751.00/LS)		\$4,751.00

<u>Change in Contract Price</u>		<u>Change in Contract Time</u>	
Original Contract Price:	\$ 246,716.00	Original Contract Time:	105 days
Previous Change Order No. to No.	\$ 3,995.00	Net Change From Previous Change Orders	0 days
Contract Price Prior to this Change Order	\$ 250,711.00	Contract Time Prior to this Change Order	105 days
Net Increase/Decrease of this Change Order	\$ 3,088.00	Net Increase/Decrease of this Change Order	0 days
Contract Price With all Approved Change Orders	\$253,799.00	Contract Time With all Approved Change Orders	105 days

JUSTIFICATION FOR CHANGE

Contractor Locality Name: Polk County
Contract No.: 727147
Change Order No. 2

1. Necessity for change/impact on low/moderate income and overall project beneficiaries:
 Additional work needed to address erosive soils.
 There will be no change to project beneficiaries.

2. Is proposed change an alternate bid? Yes No

3. Will proposed change alter the physical size of the project?
 If "yes", explain. Yes No

4. Effect of this change on other prime contractors:
 None

5. Has consent of surety been obtained? Yes No

6. Will this change affect expiration or extent of insurance coverage?
 If "Yes", will the policies be extended? Yes No

7. Effect on operation and maintenance costs:
 No effect.

8. Effect of this change is substantial in the nature, magnitude, or extent of the project including adding new activities not anticipated in the original scope of work/cost estimate. Yes No

JUSTIFICATION FOR CHANGE

Contractor Locality Name: Polk County
Contract No.: 727147
Change Order No. 2

9. Effect of this change has created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction. Yes No

10. Effect of this change has created an alternative not considered in the original Environmental Assessment. Yes No

11. Effect of this change and the Texas Commission on Environmental Quality (TCEQ) clearance is still valid. Yes No

12. Effect of this change and the TCEQ permit approval is still valid (sewer projects only) Yes No

13. Effect of this change and the handicapped access requirements/approval is still valid (if applicable). Yes No

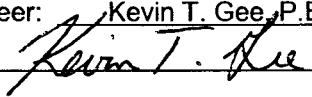
14. Effect of this change and other ORCA contractual special condition clearance are still valid Yes No

(Specify):

RECOMMENDED:

Name of Firm: Goodwin-Lasiter, Inc.

Name of Engineer: Kevin T. Gee, P.E.

Signature: 

APPROVED:

Name of Construction Contractor: Angelina Excavating, Inc.

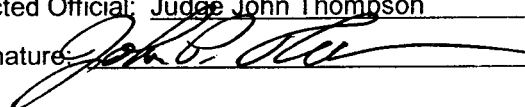
Name of Owner/President: Rex Nerren

Signature: _____

APPROVED:

Name of Owner
(Contractor Locality): Polk County

Name of Chief
Elected Official: Judge John Thompson

Signature: 

#14

POLK COUNTY, TEXAS HOLIDAY SCHEDULE 2009



-
- New Year's..... *Thursday, January 1, 2009*
(approved in 2008 Schedule)

 - Martin Luther King, Jr. Day..... Monday, January 19, 2009

 - President's Day Monday, February 16, 2009

 - Good Friday Friday, April 10, 2009

 - Memorial Day Monday, May 25, 2009

 - Independence Day Friday, July 3, 2009

 - Labor Day..... Monday, September 7, 2009

 - Columbus Day..... Monday, October 12, 2009

 - Veterans Day..... Wednesday, November 11, 2009

 - Thanksgiving Thursday, November 26, 2009
Friday, November 27, 2009

 - Christmas(Eve) Thursday, December 24, 2009
..... (Day) Friday, December 25, 2009

 - New Year's Day Friday, January 1, 2010

Approved by the Polk County Commissioners Court on November 10, 2008.

#15



Texas Association of Counties
Retiree Medical Program

VOL. 54 PAGE 1711
Authorization Form -
Monumental

County/Entity: POLK COUNTY

Date: 11/10/08

Contact name: Jeanette Montgomery

Phone: 936-327-6802

Email: HR Supervisor

Fax: 936-327-6879

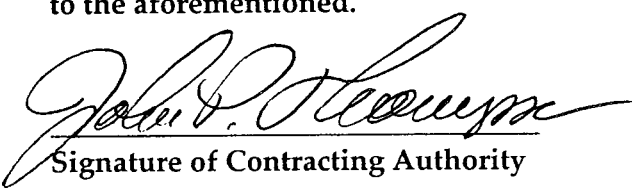
The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) offers a Retiree Medical Benefits Program for Medicare eligible retirees through Monumental Life Insurance Company, Cedar Park, IA. Upon review of the Schedule of Benefits provided it has been decided to offer these benefits to retirees as of 01/01/09.

Participation Requirements:

County/Entity must submit payment for Monthly Billing

- County/Entity will enroll retiree via online enrollment system
- County/Entity must terminate retirees from TAC HEBP's health plan (if applicable.)
- CountyChoice Silver will be the only retiree medical program offered to your Medicare eligible retirees. (No other Medicare supplement or Medicare Advantage program will be offered to your retirees.)
- This coverage cannot be offered to any ACTIVE employee, regardless of age.

POLK (county/entity name) elects to offer CountyChoice Silver, authorizes its retirees to participate in the CountyChoice Silver Retiree Program, and agrees to the aforementioned.


Signature of Contracting Authority

11/10/08
Date

John P. Thompson
Print Name and Title

Please send completed document to:
TAC Health and Employee Benefits Program
Attention: Melissa Lopez
FAX: 512-481-8481
or P.O. Box 2131
Austin, TX 78768



Texas Association of Counties
Retiree Medical Program

Underwritten by Monumental Life Insurance Company, Cedar Rapids, IA
MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD*

*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Services	Medicare Pays	Plan Pays	You Pay
HOSPITALIZATION* Semiprivate room and board, general nursing and miscellaneous services and supplies: First 60 days 61 st thru 90 th day 91 st day and after: While using 60 lifetime reserve days Once lifetime reserve days are used: Additional 365 days Beyond the Additional 365 days	All but \$1,068 All but \$267 a day All but \$534 a day \$0 \$0	\$1,068 (Part A Deductible) \$267 a day \$534 a day 100% of Medicare Eligible Expenses \$0	\$0 \$0 \$0 \$0 All Costs
SKILLED NURSING FACILITY CARE* You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved Facility within 30 days after leaving the Hospital: First 20 days 21 st thru 100 th day each benefit period 101 st day and after	All approved amounts All but \$133.50 a day \$0	\$0 Up to \$133.50 a day \$0	\$0 \$0 All costs
BLOOD First 3 pints Additional amounts	\$0 100%	3 pints \$0	\$0 \$0
HOSPICE CARE Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	\$0	Balance

Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified. For more information, please refer to your Certificate.

CountyChoice Silver

MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR*

*Once you have been billed \$135 of Medicare-Approved amounts for covered services (which are noted with an asterisk), your Medicare Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan Pays	You Pay
MEDICAL EXPENSES – In or Out of the Hospital and Outpatient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic test, durable medical equipment: First \$135 of Medicare Approved Amounts* Remainder of Medicare Approved Amounts Part B Excess Charges (Above Medicare Approved Amounts)	\$0 generally 80% \$0	\$0 generally 20% \$0	\$135 (Part B Deductible) \$0 All costs
BLOOD* First 3 pints Next \$135 of Medicare Approved Amounts* Remainder of Medicare Approved Amounts	\$0 \$0 80%	All costs \$0 20%	\$0 \$135 (Part B Deductible) \$0
CLINICAL LABORATORY SERVICES Blood tests for Diagnostic Services	100%	\$0	\$0

MEDICARE PARTS A & B

HOME HEALTH CARE Medicare Approved Services: Medically necessary skilled care services and medical supplies Durable medical equipment: First \$135 of Medicare Approved Amounts* Remainder of Medicare Approved Amounts	100% \$0 80%	\$0 \$0 20%	\$0 \$135 (Part B Deductible) \$0
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OTHER BENEFITS – NOT COVERED BY MEDICARE

FOREIGN TRAVEL Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA: First \$250 each calendar year Remainder of charges	\$0 \$0	\$0 80% to a lifetime maximum of \$50,000	\$250 20% and amounts over the \$50,000 lifetime maximum
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CountyChoice *Silver*
Texas Association of Counties
Retiree Benefits Program
Medical Plan - 2009

Underwritten by Monumental Life Insurance Company

(Benefits & Monthly Premium for Medical)

Core A
Core B – After payment of the standard Part B deductible plan pays 20% Medicare eligible Part B expenses.
Medicare Part A Deductible
Skilled Nursing – 1/8 Part A Deductible for days 21-100
Foreign Country Travel

Attained Age	Monthly Premium Per Retiree
65 – 69	\$122.12
70 – 74	\$146.58
75 – 79	\$173.13
80 - 84	\$197.61
85 - 89	\$218.46
90+	\$228.41

CountyChoice *Silver*

Texas Association of Counties

Retiree Benefits Program

SilverScript Plan Design – 2009

Must be taken in conjunction with Medical Coverage

Monthly Premium for RX = \$137.62

Deductible	\$0	
Copay	Retail (34 day)	Mail (90 day)
Value Tier Generics*	\$5	\$8
Generic	\$10	\$15
Preferred Brand	\$25	\$56
Non Preferred Brand	\$60	\$165
Specialty	33%	N/A
Fill Gap with Generics, Brand & Specialty	Yes, see above copays	
Formulary	5 Tier	
Catastrophic Coverage	Greater of 5% of the cost of the drug, or copay of \$2.40 generics or \$6.00 brands.	

* At preferred pharmacies only, \$10 copay at non-preferred retail pharmacies

SilverScript Insurance Company is a leading nationwide Medicare Prescription Drug Plan covering over 540,000 beneficiaries. SilverScript Insurance Company is a Medicare Prescription Drug Plan that contracts with the Federal government.