

June 18, 2014

Tyler County Treasurer
attn.: Sharon Fuller
100 West Bluff
Room 100
Woodville, Texas 75979

To Tyler County Sherriff Bryan Weatherford,
Please be advised that I am formally submitting my letter of
resignation as the medical doctor from the
Tyler County Jail effective July 20,2014.

I thank you for the opportunity to serve in this capacity and I
wish you all the best.

Regards,

A handwritten signature in black ink that reads "Robert E. Swearingen M.D." The signature is written in a cursive style with a horizontal line underneath it.

Dr. Robert E. Swearingen M.D.

BID FORM

COUNTY OF TYLER
TXDOT COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT
ROAD MATERIALS

CRUSHED LIMESTONE ROAD BASE, MATERIAL ONLY, DELIVERED TO ROAD.
TXDOT ITEM 247, TYPE A, GRADE 2

Package A - Precinct 1

LOCATION	QTY (TONS)	UNIT PRICE	TOTAL AMOUNT
CR 1875	3,000		

Package B - Precinct 2

LOCATION	QTY (TONS)	UNIT PRICE	TOTAL AMOUNT
CR 2590	3,000		

Package C - Precinct 4

LOCATION	QTY (TONS)	UNIT PRICE	TOTAL AMOUNT
CR 4850	3,000		

NOTES:

1. Bids to include all costs (supply, shipping, delivery) to provide the materials stated above.
2. County Forces are providing labor and equipment for construction of the improvements.
3. Tyler County may consider contract award for individual packages or any combination of packages.

BIDDER: _____

SIGNED: _____

ADDRESS: _____

BY: _____

TITLE: _____

DATE: _____

TELEPHONE () - _____

NO: _____

ATTEST: _____

1971

1. The first part of the report is devoted to a general survey of the situation in the country.

2. The second part is devoted to a detailed analysis of the economic situation.

3. The third part is devoted to a detailed analysis of the social situation.

4. The fourth part is devoted to a detailed analysis of the political situation.

5. The fifth part is devoted to a detailed analysis of the cultural situation.

6. The sixth part is devoted to a detailed analysis of the environmental situation.

7. The seventh part is devoted to a detailed analysis of the international situation.

8. The eighth part is devoted to a detailed analysis of the future prospects.

INTERLOCAL COOPERATION CONTRACT
SB1729 Pilot Program
Scheduled DL Offices
March 28, 2014

I. Parties

This contract ("Contract") is made and entered by and between Tyler County ("County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Section 521.008 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

II. Purpose

The purpose of this Contract is to implement the agreement between TXDPS and the County regarding the pilot program established under Section 521.008, Texas Transportation Code, adopted by SB1729, 83rd Texas Legislature, to authorize employees of the County to provide services at offices of the County relating to the issuance of renewal and duplicate driver's licenses, election identification certificates, and personal identification certificates as provided in Section 521.008, administrative rules of TXDPS adopted under Section 521.008 and this Contract. As provided in Section 521.008(a)(4), Texas Transportation Code, the County is a county in which TXDPS operates a driver license office as a scheduled office ("Scheduled Office").

III. Responsibilities of Parties

A. The County

The County may provide all of the services described in Section 521.008(a-1), Texas Transportation Code, at the Scheduled Office during hours of operation determined by the County with prior written approval of TXDPS. In providing these services, the County shall use only the services of its qualified and trained employees and comply with the then current written instructions of TXDPS and training provided by TXDPS.

The County shall supervise and maintain responsibility for its employees and ensure that each provides the same standards of confidentiality, security and customer service as TXDPS requires of its employees operating the Scheduled Office. The County shall promptly remove from performance of any services under this Contract any of its employees who are not meeting these standards and substitute the employee with a qualified and trained employee.

The County shall ensure that its employees attend and successfully complete all initial and continuing training provided or required by TXDPS.

The County shall ensure that its employees comply with the security and background checks provided or required by TXDPS.

The County shall comply with the requirements outlined in the TXDPS Data Sharing Agreement.

The County shall separately obtain, process, secure and account up to the County's \$5.00 processing fees for each transaction relating to driver's license and personal identification certificates only as authorized under Section 521.428, Texas Transportation Code.

The County shall obtain, process, secure, remit and account for TXDPS fees in the same manner as TXDPS employees operating the Scheduled Office.

The County shall comply with Section 521.008, Texas Transportation Code, administrative rules adopted by TXDPS under Section 521.008 and the then current written instructions of TXDPS.

B. TXDPS

TXDPS shall provide and maintain all equipment, supplies and connectivity to operate the Scheduled Offices to facilitate the provision of services by the County's employees under this Contract.

TXDPS shall provide the County with initial written instructions and training, and updates thereafter as TXDPS determines are necessary, under which the County shall provide these services.

TXDPS shall continue to provide services at the Scheduled Office during its regularly scheduled hours and notify the County of any changes to those hours.

TXDPS will not reimburse the County for any of its expenses in providing these services or otherwise incurred under this Contract.

IV. Terms and Conditions

1. **Term:** This Contract will become effective on the date it is signed by the last of the two Parties to this Contract and will continue until it is terminated on mutual agreement or as provided in IV.2 of this Contract.
2. **Termination:** Either Party may voluntarily cancel this Contract for any reason upon thirty (30) calendar days' written notice to the other Party.
3. Neither party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.
4. **Non-Incorporation:** This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
5. **Amendments:** No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.

6. **Force Majeure:** Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
7. **Governing Law and Venue:** This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.
8. **Dispute Resolution:** The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
9. **No Joint Enterprise:** The provisions of this Contract are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
10. **Severability:** If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.
11. **Notice:** Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to TXDPS:

Paul Watkins
Deputy Assistant Director
Driver License Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0300
Telephone: 512-424-5413
Email: paul.watkins@dps.texas.gov

If to COUNTY:

Honorable Blanchette

Telephone: 409-283-2141
Email: judge@co.tyler.tx.us

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

12. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

13. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.


COUNTY:


Signature

JACQUES L. BLANCHETTE, COUNTY JUDGE
Name & Title

6/25/14
Date

TEXAS DEPARTMENT OF PUBLIC SAFETY:


Signature

Joe Peters, Assistant Director
Name & Title

6-30-2014
Date



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday
June 23, 2014
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

➤ CALL TO ORDER

- Establish quorum

#5 ON Recorder

I. CONSIDER/APPROVE

- A. Minutes of previous meeting(s) – D. Gregory

M.N. 2nd J.W. M.N. Approved

- B. Budgets amendments/line item transfers – J. Skinner

M.N. 2nd J.W. Approved

- C. Resignation of Dr. Robert E. (Bob) Swearingen, M.D. and Tyler County Health Officer – J. Skinner

M.M. 2nd J.W. Approved

- D. Go out for bids on limestone road base for the Texas Department of Transportation Infrastructure Fund Grant Program for Tyler County – J. Walston **CERTZ**

J.W. M.M. 2nd Approved

- E. Interlocal Cooperation Contract SB 1729 Pilot Program Scheduled DL Offices – J. Blanchette

M.N. J.W. 2nd Approved

- F. Rental agreement with Jatton Aviation, LLC for premises located at 338 CR 2025, Woodville, TX (4830 square foot airport hangar) – M. Marshall

M.M. TABLED UNTIL NEXT MEETING. 2nd M.M. Approved

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ ADJOURN

M.N. 2nd M.M.

8:35

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2014 Time _____

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)

Data Sharing Agreement
between
Texas Department of Public Safety
and
Tyler County
for
County Access to Driver's License Information
(SB1729)

Record of Changes and Revisions

This Texas Department of Public Safety Data Sharing Agreement (DSA) is a living document that is changed as required to reflect system, operational, or organizational changes. Modifications made to this document are recorded in the Change/Revision Record below. This record shall be maintained throughout the life of the document.

Change / Revision Record			
DATE	SECTION	DESCRIPTION OF CHANGE	MADE BY
07/29/13		Initial Version	M. Snyder



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1.0 Data Sharing Statement

The requirement for data sharing between the Texas Department of Public Safety (TXDPS) and Tyler County exist for the sole purpose to provide driver's license data under SB 17929, Sec. 521.008. PILOT PROGRAM REGARDING THE PROVISION OF RENEWAL AND DUPLICATE DRIVER'S LICENSE AND OTHER IDENTIFICATION CERTIFICATE SERVICES.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/>), 10 T.A.C. §202.1 *et seq.*, and TXDPS General Manual, Chapter 26, *Information Management Service*.

2.2 Trusted Behavior Expectations/Rules of Behavior

Tyler County shall protect TXDPS data in accordance with this DSA, TXDPS Cyber Security Policy, CJIS, Department of Information Resources (DIR) Regulations, and TXDPS General Manual, Chapter 26, *Information Management Service*. Tyler County shall provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

Procedures under this DSA were developed to ensure the protection of TXDPS data when it is being provided to outside entities. Tyler County shall comply with the procedures of this DSA. These procedures are organized below under the following headings:

- a. Administrative Security
- b. Identification and Authentication
- c. Audit Trail and Review
- d. Logical Access Control
- e. Password Management
- f. Software Security
- g. Telecommunications Security
- h. Media Security
- i. Incident Response

2.4 Administrative Security

Tyler County shall comply with the following administrative security procedures:

- a. Tyler County shall utilize TXDPS information systems that have an approved warning banner displaying a message of consent to monitoring and unauthorized use, subject to criminal prosecution and/or criminal or civil penalties, prior to login.
- b. Tyler County shall ensure that TXDPS data is used for official purposes only.
- c. Tyler County shall appropriately safeguard all TXDPS data and only release it to authorized individuals.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Tyler County shall maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing TXDPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Tyler County shall comply with the following audit trail procedures:

- a. TXDPS information systems that Tyler County connects/utilizes will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users will not have administrative privileges to local systems, unless the systems are standalone.
 - Starting and ending times for each access to the system.
- c. For analysis purposes, audit trails will be retained for at least one year.
- d. All audit trails will be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

- e. TXDPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Tyler County shall comply with the following logical access controls:

- a. The identity of the user will be established before access to TXDPS data is granted.
- b. Users will have access only to data to which they are entitled (i.e. least privilege will be enforced).
- c. End users will automatically be disconnected or otherwise denied access to TXDPS information systems after three failed logon attempts.
- d. TXDPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Tyler County shall comply with the following password management for access to TXDPS information:

- a. Password management will meet the requirements of TXDPS security policy.
- b. Passwords considered re-usable will be encrypted during transmission.
- c. Passwords shall be stored in an encrypted form in a protected password file to ensure confidentiality.
- d. TXDPS may modify these requirements as they may see fit, in accordance with its cyber security policies.

2.9 Software Security

TXDPS will provide Tyler County with TXDPS information systems configured to access the Driver's License System. Tyler County employees or contractors will not attempt to remove, disable, or bypass any security software or settings enabled by TXDPS. Tyler County will report TXDPS information system issues to the TXDPS helpdesk for troubleshooting. Any violations of software security policy will result in the immediate disconnection of these workstations until the information systems comply with TXDPS Cyber Security Policy.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Tyler County shall comply with the following telecommunication security requirements:

- a. TXDPS will ensure all data is protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 10 T.A.C. §202.1 *et seq.* Tyler County will not transfer data outside of TXDPS provided network path or information systems.
- b. TXDPS will ensure all passwords are protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 10 T.A.C. §202.1 *et seq.* Tyler County will not transfer passwords outside of TXDPS information systems.
- c. Tyler County has no expectation of privacy for any data processed, stored, or transmitted on TXDPS information systems. TXDPS can access and audit all data on TXDPS information systems at any time without any notice to the user.

2.11 Media Security

Tyler County shall apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive data:

- a. Media containing sensitive data will be labeled as "Sensitive Unclassified Information" or with the appropriate information categorization (e.g. PII, CJIS, etc.).
- b. Prior to release or disposal, electronic media containing sensitive data will be completely erased or destroyed using TXDPS authorized methods.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident may be an event that violates security policies or one that circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software). Tyler County shall comply with the following incident response policy:

- a. In the event of an information system incident, Tyler County will notify the TXDPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any TXDPS data.
- b. In the event of an information security incident where Tyler County has detected or confirmed an intrusion, the TXDPS CISO, or their designated agent, shall have authority to suspend the transmission of any TXDPS data to Tyler County until they have proven recovery to a secure state that can ensure the

confidentiality of TXDPS data. In addition, Tyler County shall also promptly provide TXDPS with a copy of any incident reports involving TXDPS data.

2.13 Training and Awareness

Tyler County shall ensure that all end users receive initial and annual security awareness training. In addition, Tyler County shall ensure all users (persons and entities) sign a Rules of Behavior agreement prior to their having accessing to any TXDPS data.

3.0 Roles and Responsibilities

3.1 Tyler County Responsibilities

Tyler County shall:

- a. Assure protection of all Personable Identifiable Information in accordance with Tex. Bus. & Com. Code § 521.001(1) and 10 T.A.C. §202.1 *et seq.*
- b. Provide proof of compliance with security documents as requested.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Only grant users' access to data they need to perform their official functions.
- f. Report any security breaches involving Tyler County to the TXDPS CISO.
- g. Implement the necessary procedures to ensure that Tyler County is secure from any unauthorized use.
- h. Ensure that any individual requesting access to TXDPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the agencies and the individuals involved.
- i. Ensure all users have completed required training prior to access.
- j. Disseminate user manuals and other related publications as required.
- k. Conduct investigations relating to possible fraud, waste, and abuse.
- l. Ensure that annual Security Awareness and Training Education of users is performed.
- m. Review this DSA on an annual basis and coordinate any recommended changes/modifications with TXDPS.

3.2 TXDPS Responsibilities

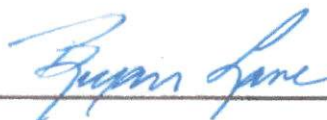
TXDPS shall:

- a. Assure protection of all Personable Identifiable Information in accordance with Tex. Bus. & Com. Code §521.001 (1) and 10 T.A.C. §202.1 *et seq.*
- b. Ensure appropriate protection of all security documents.

- c. **Maintain communication with Tyler County to ensure operational needs are being met.**
- d. **Manage security incident assessment and response.**
- e. **Review this DSA on an annual basis and coordinate any recommended changes/modifications with Tyler County.**

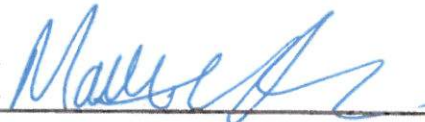
4.0 Termination and Validation

This agreement may be terminated upon 30 calendar days advanced notice by either party or in the event of a security exception that would necessitate an immediate response. On an annual basis, TXDPS and Tyler County shall review, update if necessary, and revalidate this DSA.

X 

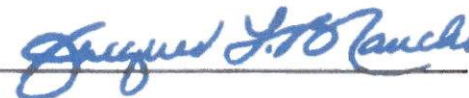
(Signature Date): 6/30/14

**Texas Department of Public Safety
Chief Information Officer**

X 

(Signature Date): 6/30/14

**Texas Department of Public Safety
Chief Information Security Officer**

X 

(Signature Date): June 25, 2014

**Agency/Department Head
Tyler County/Jacques L. Blanchette
County Judge**

X 

(Signature Date): June 25, 2014

**Tyler County
Information Security Officer
Jacques L. Blanchette, County Judge**

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: County Auditor

Date: 07/18/14

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Travel & Education	010-422-42659	6,000.00	4,500.00	(1,500.00)	
Telephone	010-422-42500	1,100.00	2,600.00	1,500.00	
			0.00		
			0.00		

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court

Attest County Clerk


Jackie Skinner, Tyler County Auditor

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: Commissioner's Court Appropriations



Date: 07/18/14

Honorable Commissioners' Court of Tyler County

I submit to you for consideration the following:

<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Contingency for Misc.	010-401-42178	400,000.00	395,000.00	(5,000.00)	
Sheriff Vehicle Liability	010-401-43621	32,000.00	37,000.00	5,000.00	
Support Services	010-440-42353	125,000.00	116,600.00	(8,400.00)	
Equipment Lease	010-440-42677	10,000.00	18,400.00	8,400.00	

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court

Attest County Clerk


Jackie Skinner, Tyler County Auditor