

## Tom Green County Commissioner's Court May 1, 2001

The Commissioners' Court of Tom Green County, Texas, met in Regular Session May 1, 2001, in the Edd B. Keyes Building, with the following members present:

- Clayton Friend, Commissioner of Precinct #1
- Jodie R. Weeks, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge
- Elizabeth McGill, County Clerk and Ex-officio Clerk of the Commissioners' Court

Judge Brown called the meeting to order at 9:37 AM

The Pledge of Allegiance was recited and Commissioner Weeks gave the invocation.

Commissioner Easingwood moved to accept the Consent Agenda as presented:

- A. The approval of the Minutes from the Regular Session, April 24,2001.
- B. Approved to pay the bills in the Minutes of Accounts Allowable in the amount of \$918,620.49 and approved the Purchase Orders in the amount of \$28,489.67.
- C. Accepted the Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>
Francis Jr., Raymond L.	Jail	New Hire	04/25/01	16/1	\$811.80 s/m
Isley, Vincent A.	Jail	New Hire	05/01/01	16/1	\$811.80 s/m
Lopez, Israel	Jail	New Hire	05/01/01	16/1	\$811.80 s/m
Sanchez, Andrew	Jail	New Hire	05/01/01	16/1	\$811.80 s/m
Perez, Nelson	Parks/Solid Waste	New Hire	05/01/01	11/1	\$634.48 s/m
Spieker, David A.	Road & Bridge 1/3	Promotion	05/01/01	25/2	\$1297.65 s/m
Wells, Ricky L.	Road & Bridge 2/4	New Hire	05/01/01	13/1	\$700.08 s/m

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>
McNatt, Ivey D.	Collections – Treasurer	Dismissal	04/30/01	7/1	\$520.70 s/m
Hiney, Joyce A.	Jail	Resignation	05/05/01	N/A	\$884.36 s/m
Bradley, Sandra D.	Purchasing	Resignation	04/30/01	21/5	\$1146.98 s/m
Oaks, Elmer L. "Leon"	Road & Bridge 1/3	Retirement	04/30/01	25/6	\$1432.95 s/m
Lawrence, Tye R.	CSCD (218)	Resignation	05/04/01	N/A	\$1328.75 s/m
Lane, Keith A.	CSCD (255)	New Hire	05/01/01	N/A	\$717.88 s/m

D. Retain Jmark Associates, L.L.P. for workers comp case management.  
Motion was seconded by Commissioner Weeks and all voted in favor.

Herb Straach- Templeton Construction, reported that the jailers were having some problems with the electric

locks and keys had to be used, but this is being taken care of. Phase III is beginning to lay out the partitions and offices, courtrooms etc. will soon be visible. The generator and the kitchen equipment will need to be moved out, since bids have not to date been received, in order to proceed with the demolition of that portion in order to remodel. If no bids are received, they will be placed in the City/County Auction on May 12<sup>th</sup>. The PVC pipes under the old jail will need to be scraped and a new fire wrap installed. The stone for the front of the building, that was sent sawed instead of sanded, was sent back to the quarry in Austin and has now been returned and ready for the masonry to continue.

The independent contractor will be back on the Roy K. Robb roof by Thursday, with a targeted completion date, next week.

Mike Campbell (Mental Health Director) presented a letter to the Court commending Constables Ed Joiner (Precinct #4) and Fred Buck (Precinct #3) for their "superior job in creating and supervising the Mental Health Deputy Unit" as submitted by Lynn Rutland (Executive Director of the MHMR Services for the Concho Valley. (Letter recorded with these minutes.)

Mr. Campbell mention some other upcoming events to benefit MHMR as a Golf Tournament sponsored by Shannon Behavioral this Saturday. A Putt-Putt Golf Tournament coming up the end of May for the whole family to participate in. Mr. Campbell encouraged everyone to participate and join the fun.

Judge Brown moved to approve the 2001 Mental Health Month Resolution, designating May as "Mental Health Month". Motion was seconded by Commissioner Weeks and all voted in favor.

Commissioner Weeks and Commissioner Friend expressed their appreciation to Constables Buck and Joiner for their hard work and extra effort to create this unit.

Commissioner Friend moved to accept Dale Douglas' bid, of \$1,031.12, for the 1.73 Acres of the J.D. Baker Survey 112, Abstract 8563, with the approval of the other Taxing entities, in order to get this property back on the Tax roles. Motion was seconded by Commissioner Weeks and all voted in favor.

Commissioner Friend moved to award the RFB 01-019 Bid for the 15 Passenger Van to Bankston Ford of Frisco in the amount of \$18,991.20 and the extended warranty (84/84 parts/labor) in the amount of \$1,635.00 for a total amount of \$20,626.20 due to the immediate availability of the van for delivery. Motion was seconded by Commissioner Weeks and the motion carried.

Judge Brown moved to approve the Agreement for Professional Services Between Tom Green County and Municipal Consulting Agency Grant application on behalf of the community of Christoval. Commissioner Easingwood seconded the motion and all voted in favor.

Commissioner Weeks moved to authorize Sheriff Hunt to sign a Letter of Agreement between the Tom Green County Sheriff's Office and the Regional Organized Crime Information Center (ROCIC) providing a PC computer and flat bed scanner to the agency for a period of 3 years. The motion was seconded by Commissioner Friend and all voted in favor.

Phil Cole presented a request to place gum ball vending machines in the County buildings with 10% of the gross revenue going to the D.A.R.E. program.

Judge Brown moved to table this request until more research can be done regarding the other vending machines and the current contract with Coca Cola. Motion was seconded by Commissioner Weeks and all voted in favor.

There were no issues to discuss regarding the Sub division rules and regulation.  
There were no line item transfers.

Judge Brown moved for retroactive sign up approval for insurance on a new born that was inadvertently not added during the 30 day grace period after a qualifying event and that the Treasurer will send a notice to the Department Heads to remind employees of the necessity of additions during the open enrollment period. Motion

was seconded by Commissioner Friend. The motion carried 3 to 1 with Commissioner Easingwood voting against.

**Future Agenda Items:**

1. Final Draft of Construction Specifications.
2. Solid Waste Report
3. Resolution to the State Legislature – regarding County Health Insurance.

**Announcements:**

1. Leon Oaks is retiring from Precincts' 1& 3 Road & Bridge Foreman. David Spieker will be promoted to fill this position.
2. Relay for Life is having a Bake Sale Friday, May 4, 2001, to help in the entry fee for the County's 2 Relay for Life Teams that will be participating June 8<sup>th</sup>, 2001.
3. May 8<sup>th</sup>, 2001, (9:30 to 11:30 and 1:30 to 3:00) will be an opportunity for Defendants with outstanding County Criminal Fines, to come into County Court and make payments in full or "at the Judge's discretion", be allowed to renegotiate their payment plans, without being arrested for County Court at Law charges. Judge Penny Roberts will be the presiding Judge in her Courtroom. If payments are not made, the Sheriff's Deputies, Constables and other law enforcement in the area will be out making arrest.
4. As a result of the news media's coverage of the "Theft of County Signs" story, at least 2 reports have been turned in regarding knowledge of sign thefts. Thank you!
5. There will be an Economic Development Conference, of this area, at Fort Concho, Wednesday, May 2<sup>nd</sup>, 2001, with Texas Agricultural Commissioner, Susan Combs.
6. Tuesday, May 1<sup>st</sup>, 2001 is the last day for early voting for local elections.

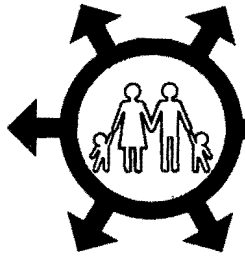
Meeting was adjourned at 10:40 AM.

---

Michael D. Brown, County Judge

---

Elizabeth McGill, County Clerk and Ex-officio Clerk  
Of the Commissioners' Court



**MHMR SERVICES FOR THE CONCHO VALLEY**

1501 W. Beauregard San Angelo, TX 76901-4004 (915) 658-7750 FAX (915) 658-8381

A COMMUNITY MENTAL HEALTH MENTAL RETARDATION CENTER

April 30, 2001

Ed Joyner, Constable Pct. 4  
Fred Buck, Constable Pct. 3  
112 W. Beauregard  
San Angelo, TX 76903

Dear Ed and Fred:

It is with great delight that I write on behalf of the Board of Trustees of MHMR Services for the Concho Valley. For the past six months, the Board has closely monitored the progress of the CSU Program and corresponding Mental Health Deputy Unit. It is their determination that all indicators point in one direction, you two gentlemen have done a superior job in creating and supervising the Mental Health Deputy Unit.

You are to be commended for recognizing and acting upon the need for more appropriate and efficient health care for individuals suffering the effects of acute mental illness and/or substance abuse disorders. While the Board realizes that such outcomes could only be possible from the collaborative efforts of many fine folks from across the Concho Valley, they recognize your leadership as having been instrumental.

It is our understanding that the *Standard Times* will be developing and running a follow-up news story in the near future. We believe the entire community will join us in celebrating your accomplishments. Many good outcomes from multiple disciplines have been noted and it is our hope that the newspaper article does them justice.

We at MHMR realize that this project has been a "labor of love" with great intrinsic value for both of you; but that to date, resources have not been allocated for your time and efforts. We strongly believe and advocate for your reimbursement for services rendered. We do intend to champion the continuance of the program and for the program to continue, you rightly deserve to be compensated.

Again, on behalf of everyone connected with MHMR Services for the Concho Valley, your efforts are noted and appreciated.

Sincerely,

  
Lynn Rutland  
Executive Director

Cc: The Honorable Mike Brown and the Tom Green County Commissioner's Court

EQUAL OPPORTUNITY EMPLOYER

## 2001 Mental Health Month Resolution

WHEREAS, May is designated, as "Mental Health Month"; and

WHEREAS, approximately 3 million Texans will suffer from some form of mental illness, and mental illness does not distinguish among those whom it affects: the rich and poor; old and young; male and female; Hispanic, White, African-American and Asian; friends and relatives; and

WHEREAS, the catastrophic nature of serious mental illnesses means thousands of persons with mental illness must depend on the public mental health system for care and treatment; and

WHEREAS, there are situations where stigma, rooted in fear and lack of understanding, has prevented persons with mental illness from receiving the services that could help them live independently, has discouraged some persons with mental illness from seeking services in any setting, has prevented families from receiving the support and understanding they need to keep their family member with them in the community; has prevented children from reaching their full potential; has led to the placement of many elderly persons in long-term care facilities that are inappropriate; and

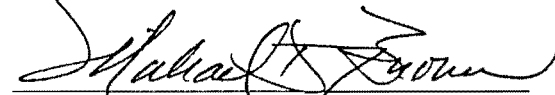
WHEREAS, most mental illnesses can be treated, symptoms can be alleviated, dysfunctional behaviors and thinking patterns that once crippled can now be corrected, and most persons with mental illness with support can live productive and fulfilling lives; and

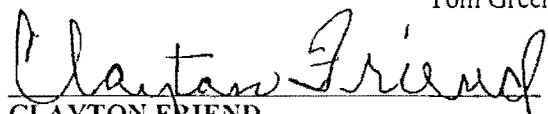
WHEREAS, a certain percentage of persons with mental illness will experience ongoing symptoms of mental illness which will keep them from safely living independently in the community; and intensive services in the state hospitals will continue to be needed and be improved; and

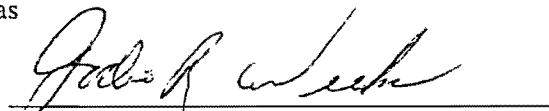
WHEREAS, today's research is opening new insights into the causes, treatment, and possible prevention of mental illness and bringing new hope to the lives of persons with mental illness; now, therefore, be it

**RESOLVED**, that the Tom Green County Commissioners' Court is pleased to recognize "**Mental Health Month**" as a means of promoting an understanding of mental illness that will lessen stigma, reduce fear, and result in more persons with mental illness having the opportunity to live in the most appropriate setting possible and function to their fullest possible capacity.

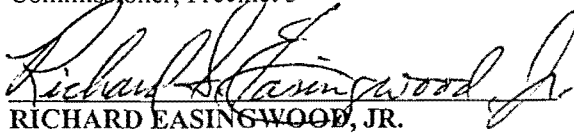
**PASSED AND APPROVED** by the Commissioners' Court of Tom Green County, Texas on this 1<sup>st</sup> day of May, 2001.

  
MICHAEL D. BROWN, County Judge  
Tom Green County, Texas

  
CLAYTON FRIEND  
Commissioner, Precinct 1

  
JODIE WEEKS  
Commissioner, Precinct 3

Not Present  
KARL BOOKTER  
Commissioner, Precinct 2

  
RICHARD EASINGWOOD, JR.  
Commissioner, Precinct 4

## TAX RESALE

Suit No. TAX92-0021B Tom Green County vs. Olen Dreyer

Legal Description: 1.73 Acres, J.D. Baker Survey 112, Abstract 8563, Tom Green County  
Account # 56-08563-0696-000-00

Property Location: Hwy 277 North, East side of hwy approximately 12 miles north of  
Hwy 2105

Highest Bidder: Dale Douglas  
PO Box 10187  
Midland, Texas 79702

Bid Amount: \$1,031.12 (Check tendered)

---

Date of Tax Sale: February 2, 1993  
Adjudged Value: \$4,300  
Minimum Bid at Sale: \$4,300

\* Costs of Suit & Sale: (To be Paid First) \$840.41

Remaining for Distribution to Taxing Units: \$190.71

**Comments:** This property was once the location of a tavern called Bush Country that burned down over ten years ago. Perhaps because only the rubble from the fire remains, the property did not find a buyer at our original tax sale, even after notice of the sale was published for three weeks in the Standard Times. Eight years later, only two parties offered bids on the property.

Consideration should be given to the fact that the lot has not generated tax revenue for over a decade, and selling it to a private party will return it to the tax roll as a revenue generating property.

\* Costs of Sale include: Court Costs, Sheriff's Levy and Return, Deed Recording Fees, Publication Costs of Notice of Sale

RFB 01-019  
One 15-Passenger Van

Description	Bankston Ford of Frisco	Bankston Ford of Frisco	Phillpott Motors, Nederland, Texas	Leif Johnson Truck City, Buda Texas	Leif Johnson Truck City, Buda, Texas	Jim Bass Ford San Angelo, Texas	Mitchell GMC San Angelo, Texas
	In Stock	Order		In Stock	Order		
Make	Ford	Ford	Ford	Ford	Ford	Ford	GMC
Year	2001	2001	2001	2001	2001	2001	2001
Model	E-350 Club Wagon	E-350 Club Wagon	E-350 Club Wagon	E-350 Club Wagon	E-350 Club Wagon	E-350 Club Wagon	TG31706
Cash Price	21,991.20	21,789.20	21,146.00	21,745.00	21,179.00	21,240.00	22,313.00
Trade-In	3,000.00	3,000.00	2,000.00	2,200.00	2,200.00	2,000.00	1,500.00
TOTAL ✓	18,991.20	18,789.20	19,146.00	19,545.00	18,979.00	19,240.00	20,813.00
Est. Delivery	7 Days of award	30-60 days	90 days	5-7 days	45-75 days	60 days	
Mfg Warranty	36/36 parts/labors	36/36 parts/labors	36/36 parts/labor	36/36 parts/labor	36/36 parts/labor	36/36 parts/labor	36/36 parts/labor
Extended Warranty ✓	84/84 parts/labor	84/84 parts/labor		60/60 parts/labor	60/60 parts/labor	60/60 parts labor	60/100,000 parts labor
Cost of Extended Warranty ✓	1,635.00	1,635.00		925.00	925.00	1,268.00	1,450.00
Nearest vendor to perform warranty repairs	Jim Bass Ford	Jim Bass Ford	Jim Bass Ford	Jim Bass Ford	Jim Bass Ford	Jim Bass Ford	Mitchell GMC
Specification Deviation	#19 Hinged Doors		#17 Engine Oil Cooler not available	#2 5.4L Engine #19 Standard swing side doors	#2 5.4L Engine #19 Standard swing side doors		

AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN  
TOM GREEN COUNTY  
AND  
MUNICIPAL CONSULTING AGENCY



**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**TOM GREEN COUNTY, TEXAS**

**AND**

**MUNICIPAL CONSULTING AGENCY**

**PART I – AGREEMENT**

THIS AGREEMENT, entered into this 20<sup>th</sup> day of April 2001, by and between Tom Green County, Texas, hereinafter called the "County", acting herein by Michael Brown, County Judge hereunto duly authorized, and Municipal Consulting Agency acting herein by Valree Cox, President.

WHEREAS, Tom Green County desires to implement the professional services of Municipal Consulting Agency to provide management and administrative assistance in the administration of a 2001 Texas Community Development Program (TCDP) water system improvements grant project on behalf of Christoval from the Texas Department of Housing & Community Affairs (TDHCA).

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, "Scope of Services", is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services of MCA shall commence on the start date of the Texas Community Development Program grant contract and shall remain in effect until the duration of the 2001 TCDP project, unless otherwise terminated in accordance with the termination provisions contained in Exhibit A. This Agreement shall automatically terminate upon close-out of the grant or two (2) years from the date of execution of this Agreement whichever comes first.

3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to MCA by the County and its agencies. No charge will be made to MCA for such information.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$15,000.00. Payment to MCA shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

5. Indemnification

MCA shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

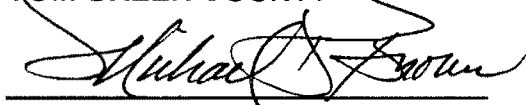
6. Miscellaneous Provisions

- A. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.
- B. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- C. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- E. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

F. This Agreement is subject to the provision titles "Terms and Conditions" in Part IV, and attached hereto and incorporated by reference herein.

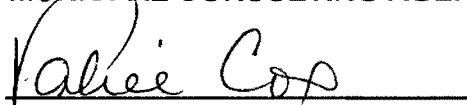
ACCEPTED, APPROVED, EXECUTED, and ENTERED into this Agreement by the authorized parties as signed below:

TOM GREEN COUNTY

  
\_\_\_\_\_  
County Judge

~~Sept~~ May 1, 2001  
Date

MUNICIPAL CONSULTING AGENCY

  
\_\_\_\_\_  
President

4/12/01  
Date

## PART II

### PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Municipal Consulting Agency shall provide the following scope of services to Tom Green County:

#### A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintain the filing system.
3. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations.
5. Furnish the County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDHCA.
7. Prepare and submit to the TDHCA documentation necessary for amending the TCDP contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare "Recipient Disclosure Report" form for County signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to the County regarding acquisition of property:
  - Submit required reports concerning acquisition activities to the TDHCA.
  - Establish a separate acquisition file for each parcel of real property acquired.
  - Determine necessary method(s) for acquiring real property.

- Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement.
  - Assist the County in negotiation with property owner(s).
13. Maintain TCDP Property Management register for any property/equipment purchased or leased.
  14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDHCA or HUD.

**B. Financial Management**

1. Assist the County in proving its ability to manage the grant funds to the State's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to the TDHCA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TCDP program income.

**C. Environmental Review**

1. Prepare the environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.

5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare "Request for Release of Funds" and "Certifications" to be sent to the TDHCA.

**D. Acquisition**

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to the TDHCA.

**E. Construction Management**

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist County in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
  - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
  - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all Federal and State requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all Federal and State requirements related to minimum wage and overtime pay requirements.

4. Provide assistance to or act as local Labor Standards Officer. Notify the TDHCA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from the TDHCA.
6. Provide sample TCDP contract documents to Engineer.
7. Advertise for bids.
8. Make ten-day call to the TDHCA.
9. Verify construction contractor eligibility with the TDHCA.
10. Review construction contract.
11. Conduct "Pre-construction Conference" and prepare minutes.
12. Submit any reports of additional classification and rates to the TDHCA.
13. Issue "Notice of Start of Construction" to the TDHCA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to the TDHCA prior to execution.
16. Obtain "Certificate of Construction Completion/Final Wage Compliance Report" and submit to the TDHCA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

**F. Fair Housing / Equal Opportunity**

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

**G. Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.



**PART III**

**PAYMENT SCHEDULE**

**PROFESSIONAL MANAGEMENT SERVICES**

Tom Green County shall reimburse Municipal Consulting Agency for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone</b>	<b>% of Contract Fee</b>
• Establishment of Recordkeeping System	5%
• Completion of Environmental Review	20%
• Completion of all Acquisition Activities	5%
• Completion of the Bid/Contract Award Process	20%
• Labor Standards Compliance/Completion of Construction	10%
• Comply with EEO / Fair Housing Requirements	10%
• Labor Standards Compliance / Completion of Construction	20%
• Filing of all Required Close-out Information	10%
Total	100%

## PART IV

### TERMS AND CONDITIONS

#### PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified

and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor

agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the County and no other public official of such County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**Letter of Agreement  
For  
ROCIC Equipment**

This agreement between the (agency name), hereafter referred to as Agency, and the Regional Organized Crime Information Center (ROCIC) shall become effective when executed by authorized representatives of each party to the agreement.

Whereas the parties involved agree that the use of technology is increasingly necessary in the sharing of information among law enforcement agencies, and ROCIC is an effective vehicle for the exchange of information.

ROCIC will provide a PC computer & flat bed scanner to Agency for use in accessing ROCIC services through riss.net. The equipment will remain the property of ROCIC for a period of three (3) years from date of receipt by agency, with ownership transferring to agency at the end of this period.

Agency agrees to the following as conditions for use of the equipment:

- Agency is an active ROCIC member in good standing
- Agency agrees to show monthly activity in the riss.net system & make submissions into the ROCIC/RISS database(s). Lack of activity will result in forfeiture of equipment back to ROCIC
- Internet connectivity and all associated expenses is the responsibility of Agency
- Agency is responsible for any and all maintenance of the equipment beyond troubleshooting Agency's connection to riss.net by use of the RISSGate software
- Each computer carries a one-year manufacturer's warranty; any return shipping for service, repair or replacement is the responsibility of Agency
- Repairs for computers and/or components should be directly coordinated with the manufacturer, not ROCIC
- All routine maintenance is the responsibility of Agency
- Troubleshooting the equipment beyond the scope of connections to riss.net is the responsibility of Agency
- Agency may install additional software and/or hardware components, but an installation history log should be maintained to assist in troubleshooting connections to riss.net
- Agency may upgrade software pre-installed by the factory, excluding operating system
- Agency will maintain MS Internet Explorer 5.X and the associated Outlook Express email application as the minimal browser configuration. Additional browser applications may be installed for other internet use, but MS Internet Explorer 5.X and the associated Outlook Express email application are recommended for connections to riss.net
- Agency is subject to all licensing agreements for all pre-installed software and additionally installed software as outlined by the respective software manufacturer
- Upon receipt, Agency will set up equipment, reporting any damage to ROCIC and return signed acknowledgment of receipt to ROCIC
- Agency will contact the ROCIC RISSGate HelpDesk (1-800-238-7985 ext. 545 or ext. 510) within 10 days of receipt to coordinate the enrollment of users
- Agency agrees to return equipment to ROCIC immediately upon termination of membership

In Furtherance of the respective goals, objectives and policies of ROCIC & Agency, the parties jointly agree to abide by the provisions of this Agreement.

In witness thereof, Sheriff Joe Hunt  
Tom Green County Sheriff's Office  
Agency San Angelo, Texas 76903

By:   
(Agency Administrative Head)

Regional Organized Crime Information Center

By: \_\_\_\_\_  
James T. Rogers, Director

Agency Administrative Head: Sheriff Joe Hunt  
Agency Name: Tom Green County Sheriff's Office  
Agency Number: #1741  
Address: 222 W. Harris  
City, State: San Angelo, Texas 76903  
(915) 655-8111  
FAX: 655-5393