

Tom Green County Commissioners' Court
March 11, 2003

The Commissioners' Court of Tom Green County, Texas, met in Regular Session March 11, 2003 in the Edd B. Keyes Building, with the following members present:

Clayton Friend, Commissioner of Precinct #1
Karl Bookter, Commissioner of Precinct #2
Jodie R. Weeks, Commissioner of Precinct #3
Richard Easingwood, Commissioner of Precinct #4
Michael D. Brown, County Judge

County Judge, Mike Brown, called the meeting to order at 8:33 AM.

The Pledge of Allegiance to the United States and the Texas flags were recited.

Pastor Trevor Blair, the new Youth Minister of the Tree of Life, offered the invocation.

4. Commissioner Easingwood moved to approve the Consent Agenda as presented.

Commissioner Friend seconded the motion. The following items were presented:

- A. Approved the minutes of the Regular Meeting, February 25, 2003 and the Special Meeting, March 7, 2003.
- B. Approved the Minutes of the Accounts Allowable from 2/ 26 – 3/4 /03 in the amount of \$1,011,162.99 and from 3/ 5 – 11 /03 in the amount of \$420,559.77 for a combined total of \$ 1,431,722.76. Purchase Orders from 2/ 24 - 28 /03 in the amount of \$ 23,327.59 and from 3/ 3 – 7 /03 in the amount of \$15,199.66 for a combined total of \$38,527.25.

- C. Accepted 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> |
|------------------------|--------------------------|--------------------------|-------------------------|---------------------------|----------------------|
| Lopez, Paula J. | District Attorney | New Hire | 03/17/03 | N/A | \$ 6.00 /hr |
| Switzer, S. Lynn | District Attorney | Salary Increase | 03/01/03 | N/A | \$ 1,918.23 S/M |
| Guillory, Paul R. | District Clerk | Correct G/S & Salary | 02/17/03 | 13/1 | \$ 735.32 S/M |
| Thomason, Martha A. | District Court | Promotion/Transfer | 03/17/03 | N/A | \$ 809.86 S/M |
| Hendrix, Mark L. | Jail | New Hire | 03/12/03 | 16/1 | \$ 852.90 S/M |
| Hadnot, Hiram L. | Juv Probation (056) | Salary Increase | 03/11/03 | N/A | \$ 1,060.58 S/M |
| May, Kalton R. | Juv Probation (226) | Salary Increase | 02/17/03 | N/A | \$ 1,227.25 S/M |
| Timmerman Jr, Wayne | Juv Probation (244) | Salary Increase | 03/11/03 | N/A | \$ 1,060.58 S/M |
| Guajardo, Refugia L. | Library | *Promotion/Status Change | 03/06/03 | 10/1 | \$ 634.29 S/M |
| Harral, Nancy J. | Library | Promotion | 03/01/03 | 13/1 | \$ 735.52 S/M |
| Lee, Donna B. | Library | Promotion | 03/01/03 | N/A | \$ 5.55 /hr |
| Bradshaw Jr, Johnny W. | R & B 2/4 | New Hire | 03/03/03 | 13/1 | \$ 735.52 S/M |
| Clary, Kevin T. | R & B 2/4 | New Hire | 03/03/03 | 13/1 | \$ 735.52 S/M |
| Allen-Armour, Jorie | Sheriff | New Hire | 03/10/03 | 12/1 | \$ 699.98 S/M |
| Wallace, Christy L. | Treasurer | New Hire | 03/12/03 | 13/1 | \$ 735.52 S/M |

*Part-time to Full-time

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> |
|---------------------|--------------------------|----------------------|-------------------------|--------------------------|----------------------|
| Davis, Debbie M. | District Court | Dismissal | 02/21/03 | N/A | \$ 809.86 S/M |
| Henshaw, Shelah E. | Extension | Resignation | 02/19/03 | 12/1 | \$ 699.98 S/M |
| Hendricks, Kerry R. | Jail | Resignation | 03/06/03 | 16/1 | \$ 852.90 S/M |
| Flanary, Lona L. | Library | Resignation | 02/25/03 | 13/1 | \$ 735.52 S/M |
| Graham, Cecilia H. | Library | Resignation | 03/01/03 | N/A | \$ 5.55 /hr |
| Vinson, Jana | Vehicle Registration | Resignation | 03/07/03 | N/A | \$ 5.15 /hr |
| Alvarado, Tony A. | CRTC 235 | Salary Increase | 02/16/03 | N/A | \$ 739.40 S/M |
| Arzola, Hector H. | CRTC 235 | Salary Increase | 02/16/03 | N/A | \$ 739.40 S/M |
| Barron, Donald W. | CRTC 235 | Salary Increase | 03/01/03 | N/A | \$ 772.46 S/M |
| Mullins, Willard W. | CRTC 235 | Salary Increase | 03/03/03 | N/A | \$ 772.46 S/M |
| Hubbard, Andra N. | CSCD | Salary Increase | 02/01/03 | N/A | \$1,105.33 S/M |

- D. Accepted the Indigent Health Care Monthly Report for February, 2003 as a matter of record. (Recorded with these minutes)
- E. Accepted the Solid Waste Report for January, 2003 as a matter of record. (Recorded with these minutes.)
- F. Set April 4, 2003 as the opening date for RFB-03-002 "Roller, Self-Propelled Pneumatic –Tired, 11 wheel."
- G. Accepted the February 2003, Extension Service Monthly Schedule of Travel as a matter of record. (Recorded with these minutes.)
- J. Approved request from Verizon Southwest to construct a communication line within the right of way of a County Road to bury a copper cable from the east ROW of Grape Creek Road to the west ROW of an existing conduit that will be used for the crossing. The cable will then be placed 3 feet in the north ROW of West Grape Creek Road. A distance of 1400 feet of existing buried cable, along West Grape Creek Road, will be abandoned and replaced by new cable that will be buried at a minimum depth of 24 inches.

All voted in favor.

- 8. Judge Brown moved to approve the agreement, as previously presented, from "Court Call Telephonic Court Appearance Program" and Tom Green County and modified to amend item #4 on page 3 to read "each year" instead of "a period of one year" and delete the last sentence. Commissioner Weeks seconded the motion and the modification. All members of the Court voted in favor.**

- 9. Commissioner Friend moved to approve the "Release and Termination of Lease" in reference to 12.00 acres of land more or less, out of the J.P. Parker Survey # 3, Abstract # 8267 (J.M. Gordon, Patentee) and approve the reimbursement of the ad valorem taxes assessed against the property during the term of the Lease as stated in the Lease Agreement executed 5-20-1988 by Lawrence D. and Natha L. Wright to Tom Green County and recorded 8-18-1988 in the volume 100 page 566 of the Official Public Records of Tom Green County. Commissioner Bookter seconded the motion and all voted in favor.**

- 10. Commissioner Bookter moved to authorize the County Judge to execute a "Quitclaim Deed" from Tom Green County to John Kocich for the abandonment of a 30.56 feet wide road tract containing 1.39 acres of land out of the Louis Williams Subdivision, Tom Green County, Texas, according to the plat of said Subdivision dated January 29, 1924 and recorded in Volume 109, page 352 of the Deed Records. Commissioner Weeks seconded the motion and all voted in favor. (Copy recorded with these minutes.)**

- 12. Mr. D.C. Moore made a presentation regarding proposed pictures to be sold of the City of San Angelo in conjunction with the upcoming City of San Angelo's Centennial Celebration to be held in September, 2003. The picture is done with the utilization of a local artist and displays various buildings or scenes of the City. Mr. Moore explained to the Court that by participating in this project he would donate one location free and grant a government discount to make the proposed price of \$150.00 for each additional location. He displayed several examples for examination of the quality. The original painting will be displayed in a local museum.**

Commissioner Weeks moved that the County participate in the City of San Angelo's Centennial Celebration and authorize the expenditure of \$150.00 for display of the Justice Center Building and the Courthouse to be displayed at no additional cost. Judge Brown seconded the motion and all voted in favor.

- 13. County Clerk, Elizabeth McGill, verified to the Court that the plat application has been submitted, fees have been paid, notices have been sent out by certified mail to land owners within 200 feet of the proposed property and that the notice has appeared in the paper as required. Herb Hooker passed around copies of all the appropriate applications and permits that are required prior to submitting for approval by the Court.**

Commissioner Weeks moved to approve the First Replat of Tract C6, Revised North Concho Lake Estates Subdivision as presented. Judge Brown

seconded the motion and all voted in favor. (Application and copy of proposed plat recorded with these minutes)

14. County Clerk, Elizabeth McGill, verified to the Court that the plat application has been submitted and fees have been paid.

Commissioner Weeks moved to approve the plat of Northwest Acres Subdivision as presented with the modification of adding “With this approving of the subdivision it acknowledges on the plat the dedicated 40 foot easement to tracts 1 and 2”. Commissioner Friend seconded the motion and modification.

15. Mr. Orman Gebhard of the Military Order of the Purple Heart, Chapter 740, expressed thanks on behalf of the veterans who use the van to Big Spring. He also presented a report from the Texas Veterans Commission that showed there are 10,439 veterans, including retirees. Compensation and pensions added into the economy of the county, total \$14, 412, 500. Readjustment and vocational rehabilitation \$1,225,613. Administrative services \$42, 968. This brings the total amount of revenue into Tom Green County, from Veterans, to \$16, 345, 877. There are 122 Purple Heart license plates purchased in the county.

16. Truman Richey, Chief Deputy, Tom Green County Sheriff’s Department presented the Tom Green County Racial Profiling Report. This report is required due to the unavailability of video cameras in all of the patrol cars. The report shows no racial profiling complaints in 2002. A reserve deputy is being used to compile the data. As a result, the report is not being compiled on county time. The report is required by the federal government and shows every search, arrest and/or contact between Sheriff’s dept. deputies and various racial groups. Ten percent (10%) of all licensed drivers in Tom Green County had some contact with the sheriff’s department.

17. The consideration to accept the Treasurer’s monthly report was tabled at the request of the Treasurer.

18. Milly Wilson, Personnel Director, presented a request from the sheriff’s department that the commissary clerk’s position be upgraded from part time to full time. The salary would be paid entirely out of commissary funds and the commissary clerk would also help the bookkeeper. There was some discussion as to whether this would affect future expenditures from the commissary fund.

Judge Brown moved that the part-time commissary clerk’s position to a full time position to be paid entirely out of commissary funds. Commissioner Easingwood seconded the motion and all voted in favor with the exception of Commissioner Bookter, who was absent during the vote.

19. Larry Justiss, Tom Green County Public Library Director, presented a letter of acknowledgement of intention to enter into contract with Texas Health and Human Services Commission, for Computer Accommodations for Texans with Disabilities Grant. This is only a letter of acknowledgement; it is not binding at this point in time. They would like to enter into a contract or begin negotiating entering into a contract with Texas Health and Human Services to provide the needed equipment. The county library would be the fiscal agent for this grant. **Judge Brown moved that the signing of the letter of acknowledgement of intention to enter into contract with Texas Health and Human Services Commission, for Computer Accommodations for Texans with Disabilities Grant be approved. Commissioner Easingwood seconded the motion and all voted in favor.**

20. Stan Liles, County Auditor, reported that All-American Investment Group requested that the county acknowledge All-American Investment Groups purchase of the contract between Tom Green County and LaSalle (CRTC Building).

Commissioner Friend moved that they approve the lease-purchase agreement change with LaSalle (CRTC building) as assigned to the All-

American Investment Group, LLC, and authorize Judge Brown to sign all necessary documents. Commissioner Weeks seconded the motion and all voted in favor.

21. Consideration for the renewal of application of the San Angelo/Tom Green County Enterprise Zone One was tabled until March 25, 2003.
22. **Commissioner Friend moved to deny the request for waiver of penalties and interest, (under Section 33-001 of the Property Tax Code) for the China Garden Restaurant. Commissioner Weeks seconded the motion and all voted in favor.**
23. Consideration for the Resolution regarding Water Conservation easements was tabled until the Resolution is received.
24. **Judge Brown moved that April be designated “Fair Housing Month in Tom Green County”. Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes)**
11. Anita Dunlap, Indigent Health Care, and Keith Davis, county legal counsel, presented Shannon Medical Center Hospital and Pharmacy Contracts to be considered and finalized. This includes moving the county’s present contract from City County Pharmacy to Shannon Pharmacy.
Commissioner Easingwood moved to accept the Shannon Medical Center Hospital and Pharmacy Contracts and any amendments and authorize Judge Brown to sign all necessary paperwork. Judge Brown seconded the motion and all voted in favor.
7. **Judge Brown moved to adopt a resolution requesting a waiver from the Texas Juvenile Probation Commission relative to the contractual obligation concerning the Roy K. Robb Post Adjudication Juvenile Facility. Commissioner Weeks seconded the motion and all voted in favor**
5. Cash Jetton, Roy K. Robb Post Adjudication Juvenile Facility, requested amending the FY 2003 budget for County purposes for the creation of a department for the Roy K. Robb Post Adjudication Juvenile Facility and a line item transfer to facilitate the change. **Judge Brown moved to accept the request amending the FY 2003 budget for County purposes for the creation of a department for the Roy K. Robb Post Adjudication Juvenile Facility and authorize a line item transfers of \$30,000.00 from the current building contingency fund for the Roy K. Robb Post Adjudication Juvenile Facility and another \$70,000.00 from the contingency fund and establish a revenue line item to recognize revenue from the counties placing children there and further authorize the extension or negotiation of the contract with Aramark to provide meal service for the facility. Commissioner Weeks seconded the motion. Judge Brown, Commissioner Weeks, Commissioner Friend and Commissioner Bookter voted in favor. Commissioner Easingwood opposed. The motion passed 4 to 1.**
6. **Judge Brown moved to approve the employment of Becky Harris beginning March 16, 2003 to facilitate the change in operation of the Roy K. Robb Post Adjudication Juvenile Facility from Southern Corrections, Inc. (AVALON) to Tom Green County at \$40,000.00 annually. Commissioner Friend seconded the motion. Judge Brown, Commissioner Weeks, Commissioner Friend and Commissioner Bookter voted in favor. Commissioner Easingwood opposed. The motion passed 4 to 1.**
26. Stanley Liles, County Auditor, reported to the Court that there was a remaining balance of \$272,569.00 in the Contingency fund as of the end of February.

27. Judge Brown moved to approve the following line item transfer (s) for FY 2003. Commissioner Easingwood seconded the motion.

Fund: General Fund

| <u>Department</u> | <u>Account</u> | <u>Budget Increase</u> | <u>Budget Decrease</u> |
|--------------------|-----------------------------|------------------------|------------------------|
| 014 District Clerk | 0105 Salary/Employees | 11,033.00 | |
| 014 District Clerk | 0201 FICA/Medicare | 844.00 | |
| 014 District Clerk | 0202 Group Health Insurance | 2,521.00 | |
| 014 District Clerk | 0203 Retirement | 818.00 | |
| 192 Contingency | 0601 Reserves | | 15,216.00 |

All voted in favor. (Recorded with these minutes.)

25. The County Clerk informed the Court that the notices regarding the non-compliance of payment of Plat Application Fees had been mailed by certified mail and several of the accounts have been paid upon receipt of the letters. **There was no action** taken in regard to the Tom Green County Subdivision and Manufactured Home Community Rules and Regulations.

27. Future Agenda Items:

1. The next regular Commissioners' Court meeting will be March 25th, 2003.
2. County Government Week April 6th – 12th, 2003.
3. April 22nd, 2003 – Commissioner's Court- Consider rescinding authorization of subdivisions that have not met the requirements for filing plats according to the Tom Green County Subdivision and Manufactured Home Community Rules and Regulations.
4. Consider bonding requirements for Subdivisions and Manufactured Home Communities.
5. Consider changes in Personnel Policy/ New Hire Orientation procedures.
6. Consider Resolution regarding Water Conservation Easements.
7. Consider Interlocal Agreement.
8. Consider Approval of County Auditor's Bond.
9. Consider County Wide Clean-up.

Announcements:

1. Commissioner Bookter will be on Top of the Morning, Wednesday, March 12, 2003.
2. April 5, 2003 the 915 Area Codes will change as follows:
Abilene and San Angelo -----325
Midland and Odessa-----432
El Paso will remain-----915
3. Veterans Benefit Seminar to be held at the La Quinta, April 3, 2003 at 6:00
4. Christoval - Brush chipping ---April 3, 2003 8:00 to 4:00
5. Grape Creek - Brush chipping ---April 4&5----8:00 to 4:00

April 6-----9:00 to 5:00

Judge Brown adjourned the meeting at 12:20 A.M.

Michael D. Brown, County Judge

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

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name TOM GREEN COUNTY

Report for the Month/Year of FEBRUARY 2003

I. Application/Case Data

| | Cases | Persons |
|---|-------|---------|
| Applications Approved During Report Month | 44 | 44 |
| Applications Denied During Report Month | 33 | 33 |

II. Creditable Expenditures During Report Month

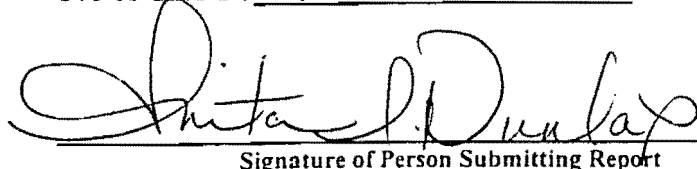
| | | |
|--|-----------------|-----------------|
| Physicians Services | 1. 6,293.53 | |
| Prescription Drugs | 2. 11,854.02 | |
| Hospital, Inpatient Services | 3. 23,852.59 | |
| Hospital, Outpatient Services | 4. 20,516.16 | |
| Laboratory/X-Ray Services | 5. 2,787.77 | |
| Skilled Nursing Facility Services | 6. -0- | |
| Family Planning Services | 7. -0- | |
| Rural Health Clinic Services | 8. -0- | |
| State Hospital Contracts | 9. -0- | |
| Optional Services | 10. 3,984.14 | |
| Total Expenditures (Add #1 - #10) | | 11. 69,288.21 |
| Reimbursements Received | 12.(3,495.80) | |
| 6% Case Review Findings (\$ in error) | 13.(-0-) | |
| Total to be deducted (Add #12 + #13) | | 14.(3,495.80) |
| Credit to State Assistance Eligibility/Reimbursement (#11 minus #14) | 15. | 65,792.41 |

STATE FICAL YEAR (September 1 – August 31) TOTAL \$ 369,734.43

General Revenue Tax Levy (GRTL) \$ 18,273,209.00

8% of GRTL \$ 1,461,857.00

6% of GRTL \$ 1,096,393.00



Signature of Person Submitting Report

March 3, 2003

Date

Print Name and Title Anita I. Dunlap, Tom Green County Indigent Health Care Administrator

JANUARY 2003
FY 2003 TGC SOLID WASTE REPORT
3/10/03

WALL

| DATE | 9-10am | 10-11am | 11-12am | 12-1pm | TOTAL | CUSTOMERS |
|--------|--------|---------|---------|--------|-------|-----------|
| JAN 4 | 1/20 | 1/20 | 0 | 1/10 | 50 | 3 |
| JAN 11 | 0 | 0 | 0 | 0 | 0 | 0 |
| JAN 18 | 0 | 0 | 1/10 | 0 | 10 | 1 |
| JAN 25 | 0 | 1/30 | 0 | 0 | 30 | 1 |
| 90 | | | | | | |

| | | WALL | JAN. 01 | JAN. 2003 | FY '03 TO DATE | SAME PERIOD FY02 |
|--------------------|------------------|---------|----------------|----------------|-----------------|------------------|
| Salary (\$6.15 hr) | -\$98.40 | Expense | -178.49 | -319.73 | -\$1,284.58 | -\$1,588.18 |
| Duncan Disposal | -\$136.58 | Revenue | <u>\$90.00</u> | <u>\$90.00</u> | <u>\$290.00</u> | <u>\$440.00</u> |
| Reliant | -\$16.80 | Loss | -\$88.49 | \$229.73 | (\$994.58) | -\$1,148.18 |
| Cellular Phone | -\$ 17.95 | | | | | |
| Mrs. Its (land) | <u>-\$ 50.00</u> | | | | | |
| Total Expense | (\$319.73) | | | | | |

CHRISTOVAL

| DATE | 11-12 | 12-1 | 1-2 | 2-3 | 3-4 | 4-5 | TOTAL | Customers |
|--------|--------|--------|--------|--------|--------|-----|-------|-----------|
| JAN 4 | 1/\$10 | 0 | 1/\$10 | 1/\$70 | 0 | 0 | \$90 | 2 |
| JAN 11 | 1/\$10 | 0 | 3/\$95 | 0 | 0 | 0 | \$105 | 4 |
| JAN 18 | 1/\$10 | 0 | 0 | 0 | 1/\$10 | 0 | \$20 | 2 |
| JAN 25 | 0 | 1/\$20 | 1/\$10 | 0 | 0 | 0 | \$30 | 2 |

| | | CHRISTOVAL | JAN. 02 | JAN. 2003 | FY '03 TO DATE | SAME PERIOD FY02 |
|--------------------|-----------------|------------|-----------------|-----------------|-----------------|-------------------|
| Salary (\$6.15 hr) | -\$147.60 | EXP | -\$574.99 | -\$295.89 | -\$1,819.98 | -\$2,064.81 |
| Duncan Disposal | -\$116.62 | REV | <u>\$292.00</u> | <u>\$245.00</u> | <u>\$692.00</u> | <u>\$1,257.00</u> |
| Reliant Energy | -\$13.72 | LOSS | -\$282.99 | -\$50.89 | -\$1,127.98 | -\$807.81 |
| Cellular Phone | <u>-\$17.95</u> | | | | | |
| Total Expense | (\$295.89) | | | | | |

GRAPE CREEK

| DATE | 9-10 | 10-11 | 11-12 | 12-1 | 1-2 | 2-3 | 3-4 | 4-5 | TOTAL | Customers |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|-----------|
| JAN 4 | 2/\$20 | 3/\$40 | 1/\$10 | 0 | 1/\$20 | 3/\$30 | 3/\$47 | 1\$10 | \$177 | 14 |
| JAN 11 | 1/\$27 | 2/\$20 | 2/\$20 | 0 | 2/\$40 | 2/\$30 | 0 | 0 | \$127 | 9 |
| JAN 18 | 1/\$10 | 2/\$30 | 2/\$30 | 2/\$20 | 0 | 1/\$10 | 1/\$10 | 1/\$10 | \$120 | 10 |
| JAN 25 | 1/\$10 | 1/\$27 | 3/\$50 | 0 | 1/\$20 | 2/\$20 | 0 | 1/\$10 | \$137 | 9 |

| | | GRAPE CREEK | JAN. 02 | JAN. 2003 | FY '03 TO DATE | SAME PERIOD FY02 |
|--------------------|------------------|-------------|-------------------|-----------------|-------------------|-------------------|
| Salary (\$6.15 hr) | -\$276.75 | Expense | -\$1,840.85 | -\$1,145.36 | -\$6,761.38 | -\$7,773.33 |
| Duncan Disposal | -\$788.96 | Revenue | <u>\$1,274.00</u> | <u>\$561.00</u> | <u>\$2,479.00</u> | <u>\$4,999.00</u> |
| Reliant Energy | -\$61.70 | LOSS | -\$566.85 | -\$584.36 | -\$2,122.56 | -\$2,774.33 |
| Cellular Phone | <u>-\$ 17.95</u> | | | | | |
| Total Expense | (\$1,145.36) | | | | | |

JANUARY 2003 SOLID WASTE COMPARISONS

| | JAN 2002 | JAN. 2003 | FY2002 TO DATE | SAME PERIOD FY02 |
|--------------|-------------------|-----------------|-------------------|-------------------|
| EXPENSES | -\$2,594.33 | -\$1,760.98 | -\$9,865.94 | -\$11,426.32 |
| REVENUE | <u>\$1,656.00</u> | <u>\$896.00</u> | <u>\$3,461.00</u> | <u>\$6,696.00</u> |
| LOSS TO DATE | -\$938.33 | -\$864.98 | -\$4,245.12 | -\$4,730.32 |

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

| | |
|--------------------|----------------------|
| NAME: Marvin Ensor | TITLE: CEA - Ag |
| COUNTY: Tom Green | MONTH: February 2003 |

| DATE | MAJOR ACTIVITIES SINCE LAST REPORT | MILES | MEALS | LODGING |
|---|--|-------|-------|---------|
| 3-4 | Worked on Grant Proposal for 4-H Center | 24 | | |
| 5 | Supervised 4-H Livestock Projects | 171 | | |
| 6 | Office Management | | | |
| 7 | Prepared 4-H projects for San Antonio Livestock Show | | | |
| 10-14 | Assisted 4-Hers at San Antonio Livestock Show, San Antonio | 689 | | |
| 17-21 | Assisted 4-Hers at San Angelo Stock Show | 221 | | |
| 22 | 4-H Judging Contest, Angelo State University | 38 | | |
| 24 | Prepared for Recertification Course | | | |
| 25 | Participated on Sheep & Goat Project Group Teleconference | 21 | | |
| 26 | Pesticide License Recertification Course | 28 | | |
| 27 | Office Management | | | |
| 28 | Worked on Concho Valley Cotton Conference | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL OF MILEAGE, MEALS & LODGING | | 1192 | 0 | 0 |

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

| | |
|--------------------|---------------------------|
| NAME: John Begnaud | TITLE: CEA - Horticulture |
| COUNTY: Tom Green | MONTH: February 2003 |

| DATE | MAJOR ACTIVITIES SINCE LAST REPORT | MILES | MEALS | LODGING |
|---|---|-------|-------|---------|
| 6, 13, 14, 20, 25 | San Angelo Home Landscape Audits | 176 | | |
| 6, 20, 27 | Television Live/Taping | 68 | | |
| 7 | Midland Tree Care Workshop | 221 | | |
| 10 | Home Landscape Program - Irion County | 45 | | |
| 12, 15, 16, 17 | San Angelo Stock Show | 217 | | |
| 17 | Wall Altar Society | 19 | | |
| 18, 19 | Master Gardener Training-Howard, Ector Counties | 426 | | |
| 20 | Aggie Mom's Club Program | 23 | | |
| 21, 22 | Landscape class - San Saba County (2 x's) | 464 | | |
| 25 | Native Plant Society Meeting | 17 | | |
| 26 | CEU Training - Texas A&M Research Center | 12 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL OF MILEAGE, MEALS & LODGING | | 1688 | | 0 |

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

| | |
|----------------------|-----------------|
| NAME: BRANDON ASBILL | TITLE: CEA-4-H |
| COUNTY: Tom Green | MONTH: FEB 2003 |

| DATE | MAJOR ACTIVITIES SINCE LAST REPORT | MILES | MEALS | LODGING |
|--|--|------------|----------|----------|
| 2/3 | Project visit to weigh pigs | 50 | | |
| 2/3 | Fairgrounds- County Council, Adult Leaders | 18 | | |
| 2/4 | Project Visits | 34 | | |
| 2/8 | San Antonio Livestock Show | 502 | | |
| 2/13 | Project visit, Kayla and Kyle Book | 47 | | |
| 2/15- 2/21 | San Angelo Stock Show | 230 | | |
| 2/22 | ASU MIR Center, Wool and Mohair, Livestock Judging | 42 | | |
| 2/26 | District Office, CEU Training | 23 | | |
| 2/28 | District Office, 4-H Foundation Scholarships | 19 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL OF MILEAGE, MEALS & LODGING | | 965 | 0 | 0 |

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

| | |
|-----------------------|----------------------|
| NAME: Kelly L. Ahrens | TITLE: CEA-FCS |
| COUNTY: Tom Green | MONTH: February 2003 |

| DATE | MAJOR ACTIVITIES SINCE LAST REPORT | MILES | MEALS | LODGING |
|---|---|-------|-------|---------|
| 2/2 | FPM Supplies | 15 | | |
| 2/3 | FPM Course | 35 | | |
| 2/4 | Santa Fe Crossing Senior Center; office supplies; TWC Program | 15 | | |
| 2/5 | EEA Council Meeting; Health Access Coalition Meeting | 20 | | |
| 2/6 | Plaza del Sol-Planning Meeting | 16 | | |
| 2/7 | TWC Program | 5 | | |
| 2/10 | EEA Program supplies | 13 | | |
| 2/11 | Veribest EEA Meeting; TWC Program; Migrant Ed Program | 45 | | |
| 2/12 | Angelo Sewing Center | 10 | | |
| 2/13 | Christoval EEA; Office errands | 66 | | |
| 2/14 | TWC Program; Region Service Center | 10 | | |
| 2/17 | Program Supplies, KLST TV | 25 | | |
| 2/18 | TWC Program, San Angelo Stock Show office | 10 | | |
| 2/19 | Plaza del Sol; San Angelo Stock Show-judge | 30 | | |
| 2/20 | Santa Fe Crossing Center; San Angelo Stock Show-judge | 20 | | |
| 2/21 | TWC Program, San Angelo Stock Show | 20 | | |
| 2/22 | San Angelo Stock Show | 20 | | |
| 2/25 | TWC Program, office errands | 15 | | |
| 2/28 | TWC Program; KLST TV | 15 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL OF MILEAGE, MEALS & LODGING | | 405 | 0 | 0 |

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

| | | | | |
|-------------------------|------------|-----------------------|---------------|-------------|
| DATE: March 3, 2003 | | NAME: Kelly L. Ahrens | | |
| CURRENT MONTHS CONTACTS | | | | |
| TELEPHONE | OFFICE | SITE CONTACTS | NEWS ARTICLES | NEWSLETTERS |
| 151 | 61 | 606 | 1=80,000 | 635 |
| RADIO | TELEVISION | MAIL/EMAIL | PROGRAMS | TOTAL |
| | | 91 | 23=290 | 81,544 |

| | |
|--|---|
| MAJOR PLANS FOR NEXT MONTH: March 2003 | |
| DATE | ACTIVITY |
| 3/4 | TWC Program |
| 3/5 | EEA Council, Cultural Arts Committee Meeting; ASU Health Awareness Fair |
| 3/7 | TWC Program |
| 3/11 | Wall EEA |
| 3/12 | Santa Fe Crossing Program |
| 3/13 | Grape Creek EEA |
| 3/18 | Plaza del Sol Program, TWC Program, Consumer Decision Making practice |
| 3/19 | Health Access Coalition Meeting |
| 3/22 | La Esperanza Clinic Health Fair |
| 3/25 | TWC Program |
| | |
| | |
| | |
| | |

AGREEMENT FOR COURTCALL TELEPHONIC COURT APPEARANCE PROGRAM

This Agreement for CourtCall Telephonic Court Appearance Program (the "Agreement") is executed to be effective the 15th day of March, 2003, by and between Tom Green County, a political subdivision of the State of Texas (the "County") and CourtCall, LLC, a California limited liability company (the "CourtCall").

RECITALS:

- A. CourtCall is in the business of providing and administering teleconferencing services for scheduled CourtCall Telephonic Court Appearances (hereafter "CourtCall Appearances"); and
- B. County desires to engage CourtCall for the purpose of providing and administering a teleconferencing system for use by some of the Courts of Tom Green County to enable such Court if it desires to conduct CourtCall Appearances at such times and on such days as deemed appropriate by the Court.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, benefits, and agreements herein contained, the County and CourtCall do hereby agree as follows:

1. **Term:** (a) This Agreement shall commence effective March 15, 2003 and shall continue unless terminated by either party pursuant to section 1(b).

(b) The County may terminate this Agreement at any time, with or without cause, on five (5) days prior written notice to CourtCall. CourtCall may terminate this Agreement at any time, with or without cause, on sixty (60) days prior written notice to the County. At the time of any such notice, CourtCall shall cease accepting money and requests for such telephonic appearances and the Courts shall cease scheduling such hearings to be conducted on CourtCall's speakerphone or reserved toll-free teleconference numbers. CourtCall and the Courts will complete any previously scheduled calls which may arise during either the five (5) or sixty (60) day termination period on all then existing terms and conditions and at the expiration of the termination period CourtCall shall, at its sole expense, remove its equipment from all County facilities. The removal of CourtCall equipment shall only occur if no damage or harm can occur to County facilities.

2. **Duties of CourtCall:** Throughout the term CourtCall shall provide the County with:

- A full-duplex hi-directional speakerphone, if requested, for each participating courtroom (or Judge's chambers, if required), which speakerphone(s) remain the sole and exclusive property of CourtCall and shall be returned to CourtCall at CourtCall's expense promptly upon termination, regardless of the cause of the termination.

- The right to use and republish CourtCall's "Model Local Rule" in connection with the use



of the CourtCall system.

- Use of a reserved toll free teleconference telephone number (wherein no telephone charges are assessed against the caller or the County) for each participating Court, which telephone number shall remain the sole and exclusive property of CourtCall and which shall not be used by the Court after termination, regardless of the reason for termination.

- Training of County personnel and participating Litigants, as may be required, in the utilization of telephonic hearings, including teleconference etiquette and required procedures.

- Direct response to Courts' need for variable capacity requirements on a day-to-day basis.

- Access to a toll free "help-line" for assistance in the use of the Telephonic Court Appearance program.

- Promotion of the Telephonic Court Appearance Program to the appropriate members of the bar and public.

- All processing of Requests for CourtCall Appearance and payment shall be handled by CourtCall, which shall then remit the County's portion of the payments on a quarterly basis as set forth in section 4 below.

3. Duties of County and Individual Courtrooms: Throughout the term, the County or the Court shall:

- Cause the courtroom staff (clerks, liaisons, attendants) in each participating courtroom to conduct the telephonic hearings in substantial compliance with the terms of the Model Local Rule, including affording matters involving CourtCall appearances a calendar preference except under circumstances deemed appropriate by the Judge.

- Request of the Court and participating courtrooms to use the telephone number provided by CourtCall during the scheduled hours each applicable day. The County and participating judicial officers/courtrooms shall remain free to conduct or participate in conference calls at times other than the times designated for CourtCall Appearances without use of CourtCall's telephone number.

- Cause the participating courtrooms to allow access for speakerphone installation purposes and to allow for the use of one of the County's existing telephone lines. The County shall permit CourtCall to install an "analog phone jack" and "analog telephone line" in participating courtrooms where no analog line exists with the cost of materials, supplies, equipment and installation to be the sole obligation of CourtCall.

- Allow access to, or deliver copies of, the Court's calendar of upcoming applicable hearings or conferences for purposes of allowing CourtCall to promote the program to attorneys, or in the



alternative, the Court will incorporate specific information concerning the availability of CourtCall in this order scheduling the applicable hearing or conference.

4. **Compensation to County:** Processing of all payments shall be handled by CourtCall, which shall, not later than the thirtieth (30th) day after the end of each calendar quarter, issue to the County a payment equal to the number of paid CourtCall Appearances during the prior calendar quarter multiplied by five dollars (\$5) for each call. The County shall have the right to audit the records of CourtCall as they deem appropriate but in no event not less than annually in order to confirm that the correct amounts are billed and paid to the County. CourtCall shall bear the cost of all teleconferencing charges and no separate telephone charges shall be assessed against the County, the Court or participating litigants. Request Forms submitted to CourtCall by participating attorneys shall be forwarded to County for their review and retention, if necessary.

Should any courtroom or chambers require that a new analog telephone line or analog phone jack be installed in order to operate the speakerphone, CourtCall shall pay the cost necessary to install and maintain said telephone line and system. The County shall at no time be required to pay for any such expenses.

5. **Repairs and Service:** CourtCall shall repair and replace any of its equipment or the equipment of the County CourtCall utilizes that becomes defective or inoperable within twenty-four hours of facsimile notice to CourtCall by the impacted Court, courtroom or chambers. No alterations or modification to the speakerphone or any other materials or equipment provided by CourtCall shall be made without CourtCall's prior written consent. CourtCall shall insure its property at its own expense and without claim in or to the proceeds of such insurance by the County.

6. **Promotion and Advertising:** CourtCall shall have the right to undertake any public advertising or promotion of the CourtCall Telephonic Court Appearance Program provided that any advertising proposed by CourtCall must be approved, in advance, by the County. The County may also promote the CourtCall Telephonic Court Appearance Program, subject to the right of CourtCall to pre-approve any such promotion. A particular judge may comment to litigants that the service is available. In all advertising or promotional materials CourtCall shall be permitted to state that the County and a particular Court is a participant in the CourtCall Telephonic Court Appearance Program.

7. **Participation of Additional Courtrooms:** In the event a Court (Judicial Officer) which is not originally participating desires to participate in the future, CourtCall shall provide the necessary materials, speakerphones and installation for such courtroom(s)/chamber(s) within thirty (30) days of the County's written request for such an installation and revenue to be paid to the County in connection with such subsequently added courtrooms shall be at CourtCall's then existing rates.

8. **Trade Secrets:** CourtCall's practices and procedures and its technology and application are the property of CourtCall and may be used by the County only in connection with the services provided and during the term hereof.

9. **Indemnification:** COURTCALL COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, THE COURTS, JUDICIAL OFFICERS, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH COURTCALL'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF COURTCALL IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT.

10. **Governing Law and Forum:** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in San Angelo, Tom Green County, Texas, in the State Courts located in San Angelo, Tom Green County, Texas. For purposes of this Agreement, venue shall be in Tom Green County, Texas.

11. **Amendments:** This Agreement may be amended only in writing, with such written instrument being approved and executed by CourtCall and by the County.

12. **Notices:** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

If to County:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone: 915/653-3318
Facsimile: 915/659-3258

If to CourtCall:

Name: Robert V. Alvarado, Jr.
Title: Chief Executive Officer
Address: 6365 Arizona Circle
Los Angeles, California 90045
Telephone: 310/342-0888
Facsimile: 310/743-1850

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the County, CourtCall, and the Court.

13. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to in good faith attempt to reform this Agreement to replace any stricken provision with a valid provision.

14. Extent of Agreement: This Agreement represents the entire Agreement between County and CourtCall and supersedes all prior negotiations, representations or agreements, whether written or oral.

15. Survival: The provisions of this Agreement which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

16. Representations: CourtCall represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all services required to be performed under this Agreement. CourtCall further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

17. Assignment of Rights and Delegation of Duties: Due to the unique nature of the program, the parties agree that CourtCall may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the County, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by CourtCall shall not be considered an assignment of rights or delegation of duties.

18. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and CourtCall. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. Nothing contained in this Agreement shall give rise to or allow any claim or right of action whatsoever by any person or entity, other than the County or CourtCall, and any such person or entity receiving any benefit from this Agreement shall be deemed an incidental beneficiary only.

19. **Approval, Authority and Certification:** The parties represent that they have the legal power and have taken the requisite action to enter into this Agreement. The parties executing this Agreement certify by their signatures that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions of this Agreement and all related instruments and that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

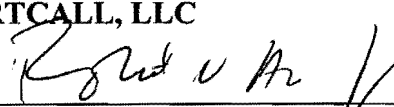
EXECUTED this the 11 day of March, 2003, to be effective as of the day and year first above written.

TOM GREEN COUNTY, TEXAS

By: 
MICHAEL D. BROWN, COUNTY JUDGE

Date: 3-11-03

COURTCALL, LLC

By: 
ROBERT V. ALVARADO, JR.
CHIEF EXECUTIVE OFFICER

Date: 3/20/03

RELEASE AND TERMINATION OF LEASE

WHEREAS, Lawrence D. Wright and wife, Natha L. Wright, as Lessor ("Lessor"), and Tom C. Massey, acting in his capacity as County Judge of Tom Green County, Texas, as Lessee ("Lessee"), entered in a Lease Agreement ("Lease Agreement") dated May 20, 1988, recorded in Volume 100, Page 566, Official Public Records of Real Property of Tom Green County, Texas, covering 12.00 acres of land, more or less, out of the J. P. Parker Survey No. 3, Abstract 8267 (J. M. Gordon, Patentee), more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Leased Premises"); and

WHEREAS, by Substitute Trustee's Deed dated February 4, 1992, Steven H. Fowlkes, Substitute Trustee, conveyed title to the Leased Premises to Deborah Sue Wright and Jim Bob Harris and wife, Laura Lynn Harris, said Substitute Trustee's Deed recorded in Volume 288, Page 596, Official Public Records of Real Property of Tom Green County, Texas; and

WHEREAS, by virtue of said Substitute Trustee's Deed, Deborah Sue Wright, and Jim Bob Harris and wife, Laura Lynn Harris ("Successor Lessor"), were conveyed all of Lessor's right, title, and interest in the Lease Agreement; and

WHEREAS, Deborah Sue Wright has married and is now known as Deborah Sue Wright Arledge; and

WHEREAS, the Lease Agreement granted an easement for the purpose of ingress and egress to the Lessee; and

WHEREAS, in accordance with Paragraph 4B of the Lease Agreement, the Lease Agreement is subject to early termination at such time as, in Lessee's sole but reasonable discretion, all normally extractable caliche has been removed from the Leased Premises; and

WHEREAS, all normally extractable caliche has been removed from the Leased Premises; and

WHEREAS, Lessee has leveled out the Leased Premises as is reasonably practical considering the use of the Leased Premises for the extraction of caliche.

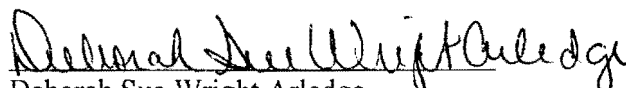
NOW, THEREFORE, for and in consideration of good and valuable consideration, Deborah Sue Wright Arledge, and Jim Bob Harris and wife, Laura Lynn Harris, as Successor Lessor, and Tom Green County, Texas, by and through Michael D. Brown, County Judge, as Lessee, do hereby agree that the Lease Agreement is released, terminated, and of no further force and effect.

FURTHER, Lessee hereby releases to Lessor all right, title, and interest in the easement granted in the Lease Agreement. In the event words of grant or conveyance are necessary in order to release the easement and vest title in Lessor, Lessee hereby grants, sells, and conveys all right, title and interest of Lessee in the easement granted in the Lease Agreement.

FURTHER, Lessor does hereby release and forever discharge Lessee, and Lessee does hereby release and forever discharge Lessor, and Lessee and Lessor's successors, elected officials, employees, representatives, attorneys, agents, servants, assigns, heirs, executors, administrators and legal representatives, from any claim, demand, damage, action, controversy, cause of action, or suits in equity, at common law, statutory or otherwise, existing or accruing before or after the date of this Release and Termination of Lease and whether known or unknown on this date asserted or which could have been asserted by any party, for or because of any matter or thing done, omitted, or suffered to be done or omitted in any way directly or indirectly arising out of the Lease Agreement.

EXECUTED the 11 day of March, 2003.

LESSOR:


Deborah Sue Wright Arledge

Jim Bob Harris
Jim Bob Harris

Laura Lynn Harris
Laura Lynn Harris

LESSEE:

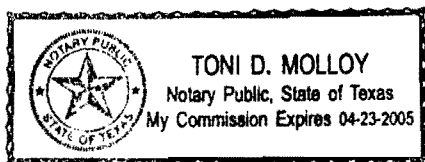
TOM GREEN COUNTY, TEXAS

By: Michael D. Brown
Michael D. Brown, County Judge Acting in
his Official Capacity and not in his
Individual Capacity

THE STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on this 18 day of March, 2003,
by Deborah Sue Wright Arledge.

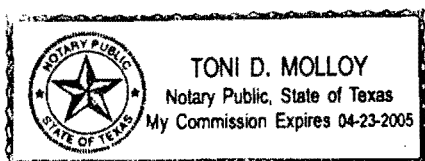


Toni D. Molloy
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on this 18 day of March, 2003,
by Jim Bob Harris.

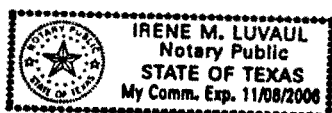


Toni D. Molloy
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on this 18th day of March, 2003,
by Laura Lynn Harris.



Irene M. Luvaul
Notary Public, State of Texas

VOL. 76 PG. 562

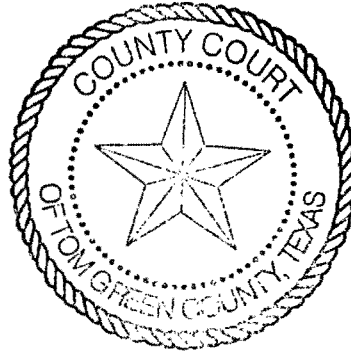
THE STATE OF TEXAS

COUNTY OF TOM GREEN

This instrument was acknowledged before me on this 11 day of March, 2003,
by Michael D. Brown, County Judge of Tom Green County, Texas, on behalf of said county.



Elizabeth McGill
Elizabeth McGill, County Clerk,
Tom Green County, Texas



AFTER RECORDING RETURN TO:

Mr. Wm. Keith Davis
P. O. Box 271
San Angelo, Texas 76902-0271

Being 12.00 acres of land out of J. P. Parker Survey 3, Abstract 8267 (J. M. Gordon Patentee) and being described by metes and bounds as follows:

Beginning at a fence corner post, the occupied SE. corner of said J. M. Gordon Patent, at or near the SW. corner of Max Ernst Survey 942 for the SE. corner of this tract.

Thence along or near a fence, the occupied South Line of said J. M. Gordon Patent, S.88° 48' 10"W. 1275.63 feet to a 5/8" iron rod set for the SW. corner of this tract.

Thence N.1° 11' 50"W. 409.00 feet to a 5/8" iron rod set for the NW. corner of this tract.

Thence N.88° 48' 10"E. 1280.46 feet to a 5/8" rod set for the NE. corner of this tract in the occupied East Line of said J. M. Gordon Patent.

Thence along or near a fence, S.0° 31' 18"E. 409.03 feet to the place of beginning and containing 12.00 acres of land.

There is further conveyed hereby a 30.00 foot wide easement which is described by metes and bounds as follows:

Beginning at a 5/8" iron rod set for the SE. corner of this easement and the SW. corner of the above described 12.00 acre tract.

Thence along or near a fence, the occupied South Line of said J. M. Gordon Patent, S.88° 48' 10"W. 330.20 feet to a 5/8" iron rod set for an angle corner of this easement.

Thence continuing with the occupied South Line of said J. M. Gordon Patent, S.88° 44' 08"W. 1046.22 feet to a 5/8" iron rod found in the East Line of F.M. Highway No. 1692 for the SW. corner of this easement.

Thence with the East Line of F.M. Highway No. 1692, N. 0° 02' 25"W. 30.01 feet to a 5/8" iron rod set for the NW. corner of this easement.

Thence N.88° 44' 08"E. 1046.57 feet to a 5/8" iron rod set for an angle corner of this easement.

Thence N.88° 48' 10"E. 329.25 feet to a 5/8" iron rod set for the NE. corner of this easement in the West Line of the above described 12.00 acre tract.

Thence with the West Line of said 12.00 acre tract S.1° 11' 50"E. 30.00 feet to the place of beginning and containing 0.95 acre of land.

EXHIBIT A

^{for}
Quit Claim Deed from Tom Green County to John Kocich
Dated March 11, 2003

A 30.56 feet wide road tract containing 1.39 acres of land out the Louis Williams Subdivision, Tom Green County, Texas, according to the plat of said Subdivision dated January 29, 1924, and recorded in Volume 109, Page 352, Deed Records, Tom Green County, Texas, said 1.39 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set for the southwest corner of this road tract from whence a set ½" iron rod at the northwest corner of Block 20, Louis Williams Subdivision bears N 90° 00' 00" W 19.90 feet;

THENCE N 0° 00' 00" E 30.56 feet to a ½" iron rod set in the south line of Block 19, Louis Williams Subdivision for the northwest corner of this road tract from whence the original southwest corner of said Block 19 bears N 90° 00' 00" W 50.00 feet;

THENCE S 90° 00' 00" E at 582.07 feet along the north line of this road tract and the south line of said Block 19 pass a point for the southeast corner of said Block 19 and the southwest corner of Block 22, and continuing in all 1981.37 feet to a point for the southeast corner of said Block 22 and the northeast corner of this road tract all in the Louis Williams Subdivision;

THENCE S 0° 13' 00" E 30.56 feet to a point for the southeast corner of this road tract and the northeast corner of Block 21, Louis Williams Subdivision;

THENCE N 90° 00' 00" W along the south line of this road tract and the north line of said Block 21 at 1399.31 feet pass a point for the northwest corner of said Block 21 and the northeast corner of said Block 20, continuing in all 1981.49 feet to the place of beginning and containing 1.39 acres of land.

Tom Green County
Subdivision Application Form
(Please Print or Type)

Name of Proposed Subdivision: FIRST REPLAT OF TRACT C 6, REVISED NORTH CONCH)
LAKE ESTATES SUBDIVISION

Location: NORTH OF HWY 2105 - EAST OF HWY 87

Is location within the ETJ? Yes X No TGC Pct. # 3

Type of Request: Preliminary Final Replat X
Amended Vacation Revised

Owner(s) of Subdivision: WAYNE DOUCET

Address: 9106 N. VALLEY DRIVE, SAN ANGELO 76905

Phone # 653-4975 **Fax:**

Existing Land Use: MANUFACTURED HOUSE

Proposed Land Use: 2 COMMERCIAL TRACTS

Total Acreage: 3.375 **Number of Proposed Lots:** 2

Proposed Source of Water Supply: Individual Well Water Supply X

Name of Water System CONCHO RURAL WATER CORPORATION

Proposed Sewage Disposal System: Individual Septic Tank X

Private Sewage System

Are any off-site drainage, access or other easements necessary for this subdivision? No X Yes (Please explain)

Are there existing deed restrictions on this property? No _____ Yes _____

If yes, please give the deed record reference:

Volume _____ Page _____

Are there any deviations or variances from existing subdivision rules & regulations requested? No X Yes _____

(Please explain) _____

The owner hereby designates SK ENGINEERING

(Name)

as the official representative. 1122 S. BRYANT BLVD., SAN ANGELO, TX 76903

(Address)

(phone)

Application fee (\$150.00 + 10.00 per lot) Paid by Owner _____

Representative _____. To be paid to the Tom Green County Clerk's office prior to placement on the Commissioners' Court Agenda. Bring Plat, Tax Certificate showing "Zero" taxes owed, and receipt for application fee to Court on day of the Agenda Presentation.

The owner is aware that there will be an additional filing fee after approval by the Tom Green County Commissioners Court. The filing fee will also be paid to the Tom Green County Clerk at the time of filing of the plat for the records.

The undersigned hereby applies for subdivision plat approval in accordance with the regulations for the development of subdivisions and manufactured home rental communities as set out by the Commissioners Court of Tom Green County and certifies that the information contained on this application is true and accurate to the best of my knowledge.

Sonye Doucet
Owner's Signature

2-5-03
Date

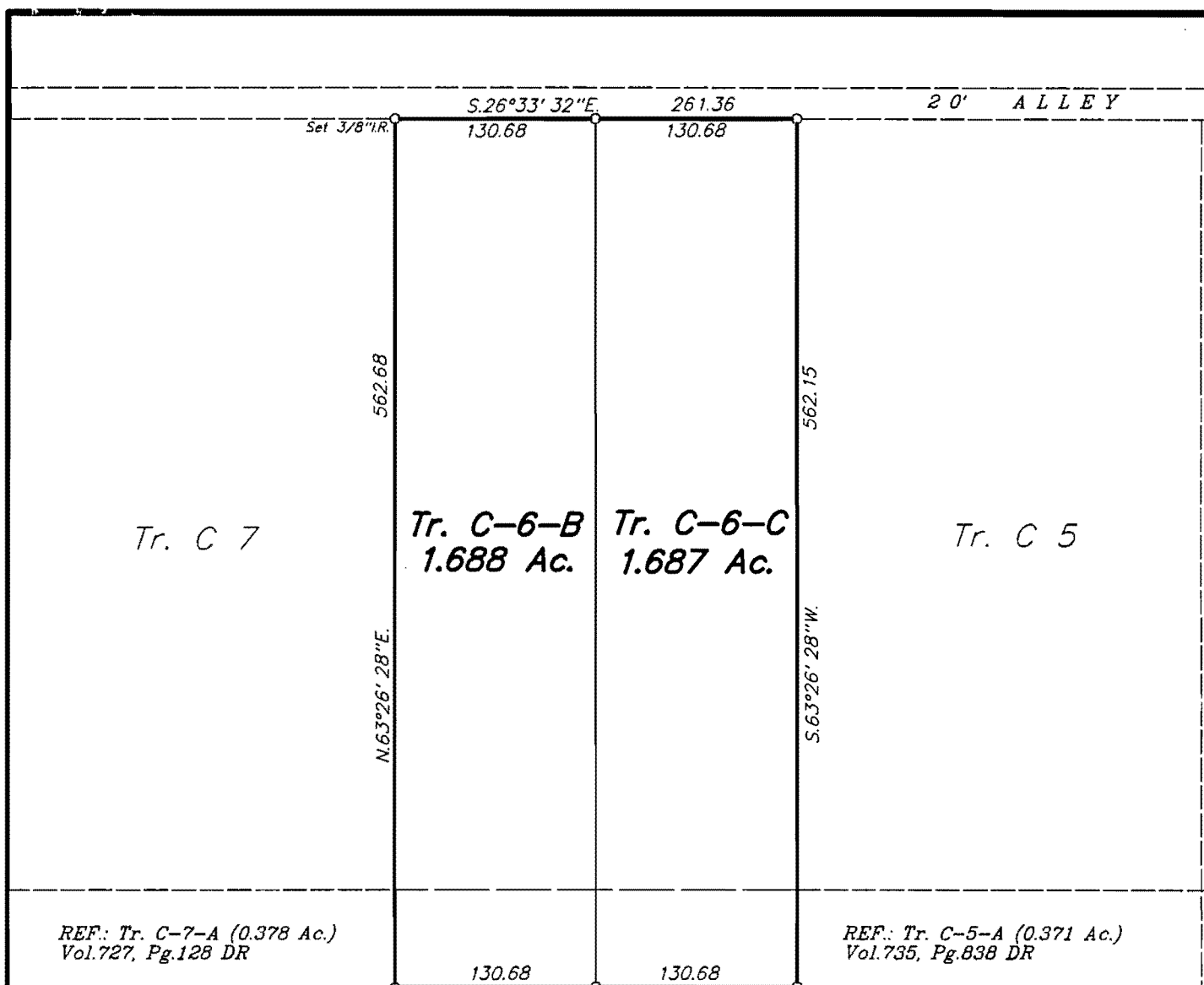
[Signature]
Representative's Signature

2/10/03
Date

EME
Total Paid: \$ 170.00

Date Paid 2-10-03

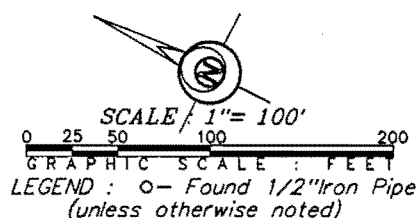
Date of Commissioner's Court Action: 2-11-03



SIDEVIEW ROAD

NOTE : Bearings shown hereon are based
on Revised North Concho Lake Subdivision
as recorded in Vol.4, Pg.190 Plat Records
of Tom Green County, Texas.

Distances shown are surface horizontal.



FIRST REPLAT OF TRACT C 6, REVISED NORTH CONCHO LAKE ESTATES SUBDIVISION TOM GREEN COUNTY, TEXAS.

OWNER : WAYNE DOUCET

DESCRIPTION : Being 3.375 acres of land comprised of Tract C 6,
(3.000 ac.) Revised North Concho Lake Estates Subdivision as
recorded in Volume 4, Page 190 Plat Records of Tom Green
County and that certain 0.375 acre tract described and recorded in
Vol.722, Pg.70 Deed Records of Tom Green County, Texas.

COUNTY COMMISSIONER'S COURT
Approved for recording this ____ day
of _____, 20____

By: _____
County Judge

DEPARTMENT OF PLANNING
Approved for recording this ____ day
of _____, 20____

By: _____
Director of Planning

DEPARTMENT OF PUBLIC WORKS
Approved for recording this ____ day
of _____, 20____

By: _____
Director of Public Works

COUNTY CLERK
Filed for record this ____ day of
_____, 20____ @ _____
County Clerk of Tom Green Co., Tx.

By: _____

ACKNOWLEDGEMENT/DEDICATION
I, Wayne Doucet, do hereby adopt
this replat as the division of my
property.

Wayne Doucet

STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before
me on _____
by Wayne Doucet.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE
Know all men by these presents:
that I James G. Kimrey RPLS, do
hereby certify that I prepared
this plat from an actual and
accurate survey of the land and
that corner monuments shown
hereon were properly placed,
under my supervision, in ac-
cordance with the rules for land
subdivision by the City Council
of the City of San Angelo;
and I further certify that the
tract of land herein platted lies
within 3-1/2 miles of the city
limits of the City of San Angelo,
Texas.

Tom Green County
Subdivision Application Form
(Please Print or Type)

FILED FOR RECORD

2003 MAR -4 AM 10:38

CLERK
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

Name of Proposed Subdivision: NORTHWEST ACRES SUBDIVISION

Location: SOUTH OF BURMA ROAD - NORTHWEST OF CARLSBAD LOOP

Is location within the ETJ? Yes No X TGC Pct. # 3

Type of Request: Preliminary Final X Replat
Amended Vacation Revised

Owner(s) of Subdivision: JEFF AND JANIS DAVIS

Address: 2306 STATE HWY 163 N - STERLING CITY, TX 76951

Phone # 277-7560 Fax:

Existing Land Use: VACANT

Proposed Land Use: SINGLE FAMILY

Total Acreage: ~~23.72~~ 22.860 Number of Proposed Lots: 4

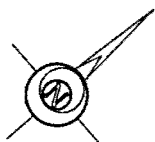
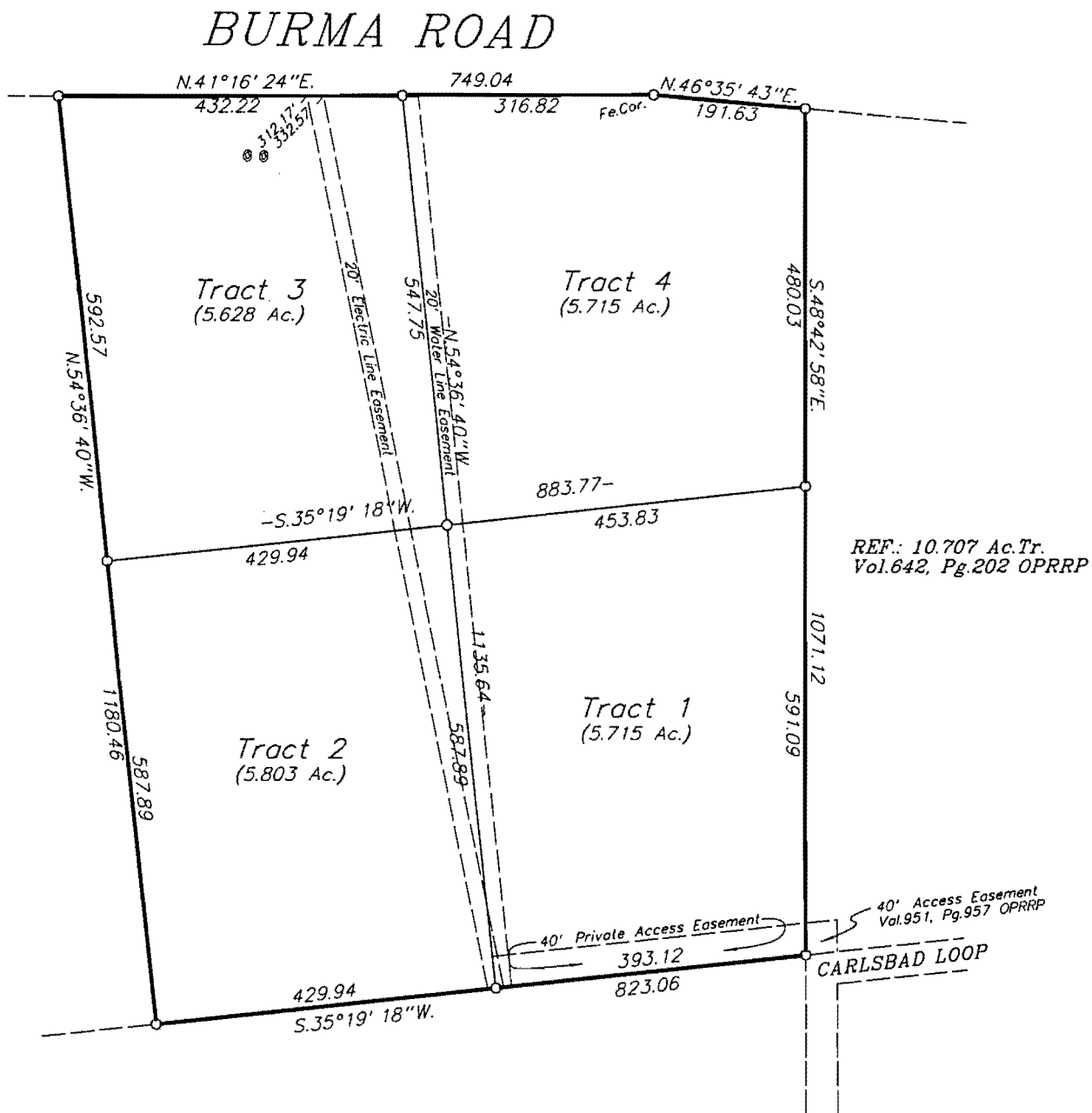
Proposed Source of Water Supply: Individual Well Water Supply X

Name of Water System CONCHO RURAL WATER CORPORATION

Proposed Sewage Disposal System: Individual Septic Tank X

Private Sewage System

Are any off-site drainage, access or other easements necessary for this subdivision? No X Yes (Please explain)



SCALE : 1" = 200'
0 50 100 200
GRAPHIC SCALE : FEET

LEGEND : o -Found 3/8" Iron Rod
(unless otherwise noted)
o -Set 3/8" Iron Rod w/ Cop

NOTE : Bearings shown hereon are based on that certain 11.430 acre tract described and recorded in Volume 951, Page 957 Official Public Records of Real Property of Tom Green County, Texas. Distances shown are surface horizontal.

**NORTHWEST ACRES SUBDIVISION
TOM GREEN COUNTY, TEXAS**

OWNERS : JEFF AND JANIS DAVIS

DESCRIPTION : Being 22.860 acres of land out of Blocks 222A and 222b of Mason-Perry Subdivision No. 1 of the Collyns Ranch and being those same two tracts (11.430 ac.) described and recorded in Vol. 951, Pg. 957 Official Public Records of Real Property of Tom Green County, Texas.

COUNTY COMMISSIONER'S COURT
Approved for recording this _____ day
of _____, 20____.

By: _____
County Judge

911 COORDINATOR
Approved for recording this _____ day
of _____, 20____.

By: _____

COUNTY CLERK
Filed for record this _____ day of
_____, 20____ @ _____

By: _____

ACKNOWLEDGEMENT/DEDICATION
We, Jeff and Janis Davis, do hereby adopt
this plat as the subdivision of our property
and dedicate the easement as shown.

Jeff Davis

Janis Davis

STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before
me on _____
by Jeff and Janis Davis.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE
Know all men by these presents:
that I, James G. Kimrey RPLS, do
hereby certify that I prepared
this plat from an actual and
accurate survey of the land and
that corner monuments shown
hereon were properly placed,
under my supervision, in ac-
cordance with accepted rules for
land subdivision; and I further
certify that the tract of land
herein platted lies without the
extraterritorial jurisdictional area
of any city in Tom Green
County, Texas.

The Tom Green County sheriff's Office Annual Racial Profiling Report combines both White and Hispanic under the White race category. (DPS drivers license records are kept in this manner). However, upon further computation of recorded data we have been able to further separate the two races. There were 5,209 Caucasian contacts made with 318 of these searched (0.061%).

There were 1,933 Hispanic contacts made with 180 of these searched (0.0931%).

There were 305 African American contacts with 21 searches (0.0689%).

Asian, Native American and Other constitute the remainder of the contacts and searches.

No Racial Profiling complaints were received in 2002.

ETHNIC BREAKDOWN BY LICENSED DRIVERS IN TOM GREEN COUNTY

| | |
|---------|-------|
| WHITE | 76231 |
| BLACK | 2904 |
| Na Amer | 140 |
| ASIAN | 615 |
| OTHER | 577 |
| TOTAL | 80467 |

7520 Total number of contacts

TOTAL NUMBER OF STOPS/CONTACTS BY RACE (5)

| RACE | NUMBER CONTACTS | | | | % | | | | % W SEARCH | | | | TYPES OF SEARCH | | |
|--------|-----------------|--|--|--|---|--|--|--------|------------|--|--|--|-----------------|--------|--------|
| | | | | | | | | | | | | | Con | PC | Arr |
| WHITE | 7166 | | | | | | | 0.9529 | | | | | 0.0246 | 0.0120 | 0.0406 |
| BLACK | 305 | | | | | | | 0.0406 | | | | | 0.0426 | 0.0000 | 0.0361 |
| NaAmer | 3 | | | | | | | 0.0004 | | | | | 0.3333 | 0.0000 | 0.3333 |
| ASIAN | 45 | | | | | | | 0.0060 | | | | | 0.0222 | 0.0000 | 0.6000 |
| OTHER | 1 | | | | | | | 0.0001 | | | | | 0.0000 | 0.0000 | 0.0000 |

| LICENSED DRIVERS % |
|-----------------------|
| 0.9474 |
| 0.0361 |
| 0.0017 |
| 0.0076 |
| 0.0072 |

**TOM GREEN COUNTY SHERIFF'S DEPARTMENT
RACIAL PROFILING DATA**

Annual Report

| Month | Race/Ethnicity | | | | | | Rsn for Stop | | Vehicle Search | | Type of Search | | | | Cont. Found | | Type of Contraband | | | | Custodial Arrest | |
|-----------|----------------|------|-----|------|-----|------|--------------|------|----------------|------|----------------|----|-----|-----|-------------|------|--------------------|-----|-----|----|------------------|------|
| | ME | Cau | Af | His | Asn | NaAm | Wrn | Clt | Yes | No | Con | PC | ITA | Inv | Yes | No | Dru | Wep | Cur | O | Yes | No |
| January | 0 | 331 | 27 | 129 | 3 | 1 | 236 | 251 | 39 | 448 | 13 | 7 | 19 | 1 | 8 | 479 | 5 | 1 | 0 | 2 | 31 | 459 |
| February | 0 | 340 | 21 | 155 | 1 | 0 | 368 | 147 | 32 | 482 | 9 | 12 | 6 | 3 | 5 | 510 | 1 | 1 | 0 | 6 | 28 | 488 |
| March | 0 | 475 | 34 | 208 | 4 | 1 | 392 | 330 | 73 | 648 | 19 | 20 | 27 | 12 | 32 | 690 | 19 | 0 | 1 | 16 | 39 | 681 |
| April | 0 | 246 | 13 | 112 | 4 | 0 | 215 | 162 | 28 | 349 | 7 | 2 | 16 | 4 | 13 | 362 | 10 | 0 | 0 | 2 | 23 | 354 |
| May | 0 | 364 | 23 | 165 | 3 | 0 | 328 | 232 | 45 | 515 | 16 | 2 | 17 | 8 | 12 | 548 | 7 | 3 | 0 | 3 | 26 | 0 |
| June | 0 | 395 | 23 | 138 | 2 | 0 | 330 | 227 | 33 | 524 | 10 | 6 | 15 | 4 | 10 | 545 | 5 | 1 | 0 | 3 | 27 | 531 |
| July | 0 | 314 | 23 | 141 | 1 | 0 | 301 | 178 | 32 | 446 | 12 | 1 | 17 | 10 | 5 | 471 | 3 | 0 | 0 | 1 | 29 | 450 |
| August | 1 | 645 | 33 | 220 | 3 | 1 | 532 | 371 | 64 | 838 | 31 | 3 | 26 | 12 | 5 | 898 | 4 | 1 | 0 | 0 | 39 | 864 |
| September | 0 | 446 | 35 | 159 | 2 | 0 | 370 | 272 | 38 | 604 | 15 | 2 | 15 | 6 | 4 | 637 | 3 | 0 | 0 | 1 | 18 | 624 |
| October | 0 | 459 | 18 | 141 | 4 | 0 | 342 | 286 | 46 | 582 | 22 | 6 | 16 | 2 | 7 | 620 | 3 | 1 | 0 | 2 | 12 | 616 |
| November | 0 | 610 | 28 | 176 | 2 | 0 | 464 | 359 | 54 | 770 | 25 | 9 | 17 | 4 | 9 | 815 | 5 | 0 | 1 | 3 | 20 | 804 |
| December | 0 | 584 | 30 | 189 | 1 | 0 | 412 | 401 | 37 | 776 | 11 | 16 | 13 | 3 | 5 | 806 | 3 | 2 | 1 | 1 | 10 | 803 |
| | | | | | | | | | | | | | | | | | | | | | | |
| Total | 1 | 5209 | 308 | 1933 | 30 | 3 | 4290 | 3216 | 521 | 6982 | 190 | 86 | 204 | 69 | 115 | 7381 | 68 | 10 | 3 | 40 | 302 | 6674 |

| | |
|------------------------|-------|
| Total number contacts: | 7484 |
| % Middle Eastern: | 0.000 |
| % Caucasian: | 0.696 |
| % African: | 0.041 |
| % Hispanic: | 0.258 |
| % Asian: | 0.004 |
| % Native American: | 0.000 |



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ALBERT HAWKINS
COMMISSIONER

February 21, 2003

VIA FACSIMILE and/or E-MAIL and FIRST CLASS MAIL
915-659-4027 polly.Vaughan@co.tom-green.tx.us

Tom Green County Library
Polly Vaughan, Project Director
113 W. Beauregard
San Angelo, TX 76903

RE: HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities) Grants

Dear Ms. Polly Vaughan:

This is to inform you of the intention of the Health and Human Services Commission (HHSC) to tentatively award a contract to Tom Green County Library, for providing Computer Accommodations for Texans with Disabilities.

This notification constitutes a non-binding letter of intent to award an Computer Accommodations for Texans with Disabilities services contract to Tom Green County Library in accordance with its offer, cost proposal and clarifications and subject to the conditions described below. This letter is also intended to confirm the mutual commitments of HHSC and Tom Green County Library to negotiate in good faith toward the execution of a final contract for Computer Accommodations for Texans with Disabilities and to allow both HHSC and Tom Green County Library to conduct advance project implementation planning during final contract negotiations.

This letter of intent is subject to the following conditions:

1. Good faith negotiations to finalize the terms and conditions of a final contract for Computer Accommodations for Texans with Disabilities;
2. Successful advance project planning with the HHSC CAT-D Grants Project Manager or his designee; and
3. Execution of a final contract no later than March 07, 2003.

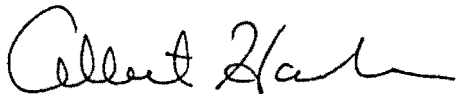
Both HHSC and Tom Green County Library acknowledge that this letter is a statement of their mutual intention only, and unless a final contract is executed between HHSC and Tom Green County Library no legally binding commitments are made between the parties. In the event

HHSC and Tom Green County Library are unable to reach a binding contractual agreement, HHSC shall revoke the tentative award of the Computer Accommodations for Texans with Disabilities contract to Tom Green County Library and both HHSC and Tom Green County Library shall be released from any further obligation under this letter of intent. HHSC shall not be liable for any expense incurred or loss occasioned by failure to execute a final contract pursuant to this letter of intent.

If you concur in the conditions set forth in this letter, please indicate your concurrence by signing and dating the APPROVED OVERALL GRANT BUDGET SUMMARY with attachments and the enclosed duplicate of this letter in the space indicated below and returning the Approved Overall Budget Summary with attachments and this letter to my office, ATTN: Bill Mauer, HHSC Rider 55 CAT-D Grants Project Manager.

Please let me know if you have any questions or need information. I have asked Bill Mauer, HHSC Rider 55 CAT-D Grants Project Manager to be the lead staff on this matter. You can reach him at 512-424-6545, fax him at 512-424-6665, or by e-mail at Bill.Mauer@hhsc.state.tx.us.

Sincerely,



Albert Hawkins
Commissioner

Accepted and agreed this 11 day of [] February [~~4~~ March, 2003.

By: 

Name: Michael D. Brown

Title: County Judge

Firm: Tom Green County, Texas

FEIN 75-6001184

(Please note the Fed. EIN on file (if any), if the above is missing or not correct, please provide for Tom Green County Library.)

February 21, 2003 to Tom Green County Library from HHSC



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ALBERT HAWKINS
COMMISSIONER

February 21, 2003

VIA FACSIMILE and/or E-MAIL and FIRST CLASS MAIL
915-659-4027 polly.Vaughan@co.tom-green.tx.us

Tom Green County Library
Polly Vaughan, Project Director
113 W. Beauregard
San Angelo, TX 76903

RE: HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities) Grants

Dear Ms. Polly Vaughan:

This is to inform you of the intention of the Health and Human Services Commission (HHSC) to tentatively award a contract to Tom Green County Library, for providing Computer Accommodations for Texans with Disabilities.

This notification constitutes a non-binding letter of intent to award an Computer Accommodations for Texans with Disabilities services contract to Tom Green County Library in accordance with its offer, cost proposal and clarifications and subject to the conditions described below. This letter is also intended to confirm the mutual commitments of HHSC and Tom Green County Library to negotiate in good faith toward the execution of a final contract for Computer Accommodations for Texans with Disabilities and to allow both HHSC and Tom Green County Library to conduct advance project implementation planning during final contract negotiations.

This letter of intent is subject to the following conditions:

1. Good faith negotiations to finalize the terms and conditions of a final contract for Computer Accommodations for Texans with Disabilities;
2. Successful advance project planning with the HHSC CAT-D Grants Project Manager or his designee; and
3. Execution of a final contract no later than March 07, 2003.

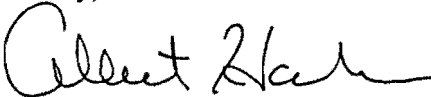
Both HHSC and Tom Green County Library acknowledge that this letter is a statement of their mutual intention only, and unless a final contract is executed between HHSC and Tom Green County Library no legally binding commitments are made between the parties. In the event

HHSC and Tom Green County Library are unable to reach a binding contractual agreement, HHSC shall revoke the tentative award of the Computer Accommodations for Texans with Disabilities contract to Tom Green County Library and both HHSC and Tom Green County Library shall be released from any further obligation under this letter of intent. HHSC shall not be liable for any expense incurred or loss occasioned by failure to execute a final contract pursuant to this letter of intent.

If you concur in the conditions set forth in this letter, please indicate your concurrence by signing and dating the APPROVED OVERALL GRANT BUDGET SUMMARY with attachments and the enclosed duplicate of this letter in the space indicated below and returning the Approved Overall Budget Summary with attachments and this letter to my office, ATTN: Bill Mauer, HHSC Rider 55 CAT-D Grants Project Manager.


Please let me know if you have any questions or need information. I have asked Bill Mauer, HHSC Rider 55 CAT-D Grants Project Manager to be the lead staff on this matter. You can reach him at 512-424-6545, fax him at 512-424-6665, or by e-mail at Bill.Mauer@hhsc.state.tx.us.

Sincerely,



Albert Hawkins
Commissioner

Accepted and agreed this 11 day of [] February [☒] March, 2003.

By: 
Name: Michael D. Brown
Title: County Judge
Firm: Tom Green County, Texas
FEIN 75-6001184

(Please note the Fed. EIN on file (if any), if the above is missing or not correct, please provide for Tom Green County Library.)

February 21, 2003 to Tom Green County Library from HHSC

HHSC Rider 55
CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED OVERALL GRANT BUDGET SUMMARY

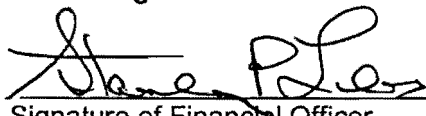
GRANTEE NAME: Tom Green County Library
(Fiscal Agent's Entity Name)
HOME OR PRIMARY COUNTY: Tom Green

FEDERAL EIN: 75-6001184
(For Fiscal Agent)
TEA DISTRICT ID:
(If Fiscal Agent is a School District)

| BUDGET | Proposed | Approved | Approved | Approved | Approved |
|------------------------------|--------------------|-------------------|------------------|-------------|-------------------|
| SCHEDULE | HHSC | HHSC | Local | In-Kind FMV | Total |
| FORM NO. AGB-1 | Funds | Funds* | Funds | Contrib. | Funds |
| 1A. Personnel | \$ | \$ | \$69,383 | \$ - | \$69,383 |
| 1B. Contractual Services * | \$216,800 | \$ 259,717 | | \$ - | \$ 259,717 |
| 1C. Travel * | | \$1,802 | \$ - | \$ - | \$ 1,802 |
| 1D. Supplies & Materials | \$350,821 | \$350,821 | \$ - | \$ - | \$ 350,821 |
| 1E. Equipment | \$282,650 | \$282,650 | \$ - | \$ - | \$ 282,650 |
| TOTAL DIRECT EXPENSES | \$,850,271 | \$ 894,990 | \$ 69,383 | \$ - | \$ 964,373 |

*Increases in Approved HHSC Funds are due to two additional external audit reports after FY 2003 and FY 2004 and two CAT-D Conferences in Austin for two staff, two days travel and participation allowed for each conference.

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



Signature of Financial Officer
Stanley P. Liles
Tom Green County Auditor

Typed or Printed Name and Title

Date March 11, 2003



Signature of Authorized Official
Michael D. Brown
Tom Green County Judge

Typed or Printed Name and Title

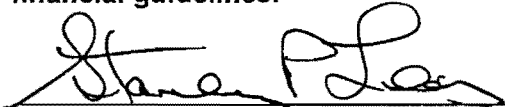
Date March 11, 2003

HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED OVERALL GRANT BUDGET SUMMARY
SCHEDULE A – ELIGIBLE PERSONNEL COSTS

APPLICANT NAME: Tom Green County Library

| Type of Expense | Quantity/ Duration | Proposed CAT-D Funds | Approved CAT-D Funds | Local Funds | Local In- Kind Fair Market Value Contributions | Total Funds |
|-----------------------------|-----------------------|----------------------------|----------------------------|----------------|--|----------------|
| a. Substitutes | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| b. Stipends | 0 | 0 | 0 | 0 | | 0.00 |
| c. | | | | | | 0.00 |
| d. | | | | | | 0.00 |
| e. | | | | | | 0.00 |
| Total Direct Expense | | \$0.00 | | \$0.00 | \$0.00 | |

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



Signature of Financial Officer
Stanley P. Liles
Tom Green County Auditor
Typed or Printed Name and Title



Signature of Authorized Official
Michael D. Brown
Tom Green County Judge
Typed or Printed Name and Title

Date March 11, 2003

Date March 11, 2003

Employer ID No. 75-6001184

TEA District ID No. if applicable

**HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED OVERALL GRANT BUDGET SUMMARY
SCHEDULE B—CONTRACTUAL SERVICES**

APPLICANT NAME: Tom Green County Library

| Type of Expense | Quantity | and/or | Duration | Proposed HHSC Funds | Approved HHSC Funds* | Local Funds | Local In-Kind Contrib | Total Funds |
|--------------------------------------|-----------|-----------|----------|---------------------------|----------------------------|----------------|-----------------------------|-------------------|
| Section 1: Telecommunications | | | | | | | | |
| 1a. Monthly SP Fees (Mos.) | 16 | 34 | | \$ 101,800 | \$ 101,800 | \$ - | \$ - | \$ 101,800 |
| 1b. Monthly Line Charges (Mos.) | | | | | | | | \$ - |
| 1c. Install & Configure (Hrs) | | | | | | | | \$ - |
| 1d. | | | | | | | | \$ - |
| 1e. | | | | | | | | \$ - |
| Total Section 1 | 16 | 34 | | \$ 101,800 | \$ 101,800 | \$ - | \$ - | \$ 101,800 |

| | | | | | | | | |
|--------------------------------------|--|--|---|-----------|-----------|-----------|------|-----------|
| Section 2: Project Management | | | | | | | | |
| 2a. Project | | | | \$ 45,000 | \$ 45,000 | \$ 45,000 | | \$ 45,000 |
| 2b. External Audits (4 reports)* | | | | | \$ 42,917 | \$ 42,917 | | \$ 42,917 |
| 2c. | | | | | | | | \$ - |
| 2d. | | | | | | | | \$ - |
| Total Section 2 | | | 0 | 0 | \$ 45,000 | \$ 87,917 | \$ - | \$ 87,917 |

| | | | | | | | | |
|---------------------------------------|--|--|---|-----------|-----------|-----------|------|-----------|
| Section 3: Training | | | | | | | | |
| 3a. TIF Tech Training | | | | | | | | \$ - |
| 3b. Client Internet/Software Training | | | | \$ 50,000 | \$ 50,000 | \$ 50,000 | | \$ 50,000 |
| 3c. Train the Trainer Classes | | | | \$ 20,000 | \$ 20,000 | \$ 20,000 | | \$ 20,000 |
| 3d. | | | | | | | | \$ - |
| Total Section 3 | | | 0 | 0 | \$ 70,000 | \$ 70,000 | \$ - | \$ 70,000 |

| | | | | | |
|---|----------------|----------------|--|--|----------------|
| TOTAL DIRECT EXPENSES SECTIONS 1+ 2+ 3 = | 216,800 | 259,717 | | | 259,717 |
|---|----------------|----------------|--|--|----------------|

*Increases in Approved HHSC Funds are due to two additional external audit reports after FY 2003 and FY 2004.

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



Signature of Financial Officer
Stanley P. Liles
Typed or Printed Name and Title
Tom Green County Auditor
Date March 11, 2003



Signature of Authorized Official
Michael D. Brown
Typed or Printed Name and Title
Tom Green County Judge
Date March 11, 2003

Fed. EIN: 75-6001184

TEA District ID #, if applicable

HHSC Rider 55 CAT-D Form AGB-1B, Approved Contractual Services Schedule B, (Jan. 2003)

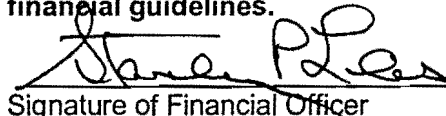
HHSC Rider 55
CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED GRANT BUDGET SCHEDULE C—TRAVEL

APPLICANT NAME: Tom Green County Library

| Type of Expense | Proposed HHSC Funds | Approved HHSC Funds* | Local Funds | Local In-Kind Contrib. | Total Funds |
|-----------------------------|---------------------------|----------------------------|----------------|------------------------------|-----------------|
| a. Transportation* | | \$ 282 | | | \$ 282 |
| b. Lodging* | | \$ 1,280 | | | \$ 1,280 |
| c. Meals* | | \$ 240 | | | \$ 240 |
| TOTAL DIRECT EXPENSE | | \$ 1,802 | \$ - | \$ - | \$ 1,802 |

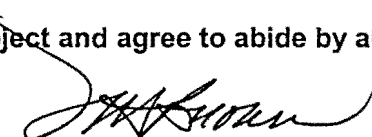
*Increases in Approved HHSC Funds are due to two CAT-D Conferences in Austin for two staff, two days travel and participation allowed for each conference.

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



 Signature of Financial Officer

Stanley P. Liles
 Tom Green County Auditor
 Typed or Printed Name and Title



 Signature of Authorized Official

Michael D. Brown
 Tom Green County Judge
 Typed or Printed Name and Title

Date March 11, 2003

Date March 11, 2003

Fed. EIN: 75-6001184

TEA District ID #, if applicable

HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED GRANT BUDGET SCHEDULE D—SUPPLIES & MATERIALS

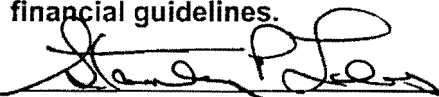
APPLICANT NAME: Tom Green County Library **Fed EIN:** 75-6001184

| Type of Expense | Quantity | Proposed HHSC Funds | Approved HHSC Funds | Local Funds | Local In-Kind Contrib. | Total Funds |
|--|----------|---------------------------|---------------------------|----------------|------------------------------|------------------|
| Section 1: Software | | | | | | |
| 1a. Web Authoring | | | | | \$ - | - |
| 1b. Operating System | | | | | \$ - | - |
| 1c. Web Server | | | | | \$ - | - |
| 1d. E-Mail | | | | | \$ - | - |
| 1e. Anti-Virus | | | | | \$ - | - |
| 1f. Application Software | | | | | \$ - | - |
| 1g. Accessibility Software \$1900 ea 199 | | \$118,333 | \$118,333 | | \$ 118,333 | - |
| 1h. Distance Learning S/W | | | | | \$ - | - |
| 1i. | | | | | \$ - | - |
| 1j. | | | | | \$ - | - |
| 1k. | | | | | \$ - | - |
| Total Section 1. | | \$118,333 | \$118,333 | \$ - | \$ - | \$118,333 |

| | | | | | | |
|-----------------------------------|--|------------------|------------------|-------------|-------------|------------------|
| Section 2: Other Materials | | | | | | |
| 2a. Equipment Racks | | | | | \$ - | \$ - |
| 2b. Accessibility Peripherals | | | | | \$ - | \$ - |
| 2c. Accessibility Devices 12 | | \$186,988 | \$186,988 | | \$ 186,988 | - |
| 2d. Adjustable Computer Desks 44 | | \$44,000 | \$44,000 | | \$ 44,000 | - |
| 2e. Server Desk 1 | | \$1,000 | \$1,000 | | \$ 1,000 | - |
| 2f. Printer Desk 1 | | \$500 | \$500 | | \$ 500 | - |
| 2g. | | | | | | \$ - |
| 2h. | | | | | | \$ - |
| 2i. | | | | | | \$ - |
| 2j. | | | | | | \$ - |
| 2k. | | | | | | \$ - |
| Total Section 2 | | \$232,488 | \$232,488 | \$ - | \$ - | \$232,488 |

| | | | | | | |
|------------------------------|--|------------------|------------------|-------------|-------------|------------------|
| TOTAL DIRECT EXPENSES | | | | | | |
| SECTION 1 + 2 = | | \$350,821 | \$350,821 | \$ - | \$ - | \$350,821 |

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



Signature of Financial Officer
Stanley P. Liles, Tom Green County Auditor



Signature of Authorized Official
Michael D. Brown Tom Green County Judge

Typed or Printed Name and Title

Typed or Printed Name and Title

Date March 11, 2003

Date March 11, 2003

HHSC Rider 55 CAT-D Form AGB-1D, Approved Budget Schedule D—Supplies & Materials

**HHSC Rider 55 CAT-D (Computer Accommodations for Texans with Disabilities)
APPROVED GRANT BUDGET SCHEDULE E—EQUIPMENT/FIXED ASSETS**

APPLICANT NAME: Tom Green County Library **Fed. EIN:** 75-6001184

| Type of Expense | Quantity | Proposed HHSC Funds | Approved HHSC Funds | Local Funds | Local In-Kind Contrib. | Total Funds |
|------------------------------------|----------|---------------------------|---------------------------|----------------|------------------------------|------------------|
| Section 1: Network Hardware | | | | | | |
| 1a. CSU/DSU | | | | | | \$ - |
| 1b. Hub | | | | | | \$ - |
| 1c. Router | 1 | 300 | \$ 300 | | | \$ 300 |
| 1d. Ethernet Switches (\$2,000 ea) | 20 | 40000 | \$ 40,000 | | | \$ 40,000 |
| 1e. UPS (\$200 ea) | 8 | 1600 | \$ 1,600 | | | \$ 1,600 |
| 1f. | | | | | | \$ - |
| 1g. | | | | | | \$ - |
| 1h. | | | | | | \$ - |
| 1i. | | | | | | \$ - |
| 1j. | | | | | | \$ - |
| 1k. | | | | | | \$ - |
| 1l. | | | | | | \$ - |
| Total Section 1 | | \$ 41,900 | \$ 41,900 | \$ - | \$ - | \$ 41,900 |

| | | | | | | |
|--|--|-------------|-------------|-------------|-------------|-------------|
| Section 2: Distance Learning Hardware | | | | | | |
| 2a. Permanet Room Equipment | | | | | | \$ - |
| 2b. Portable Room Solution Equipment | | | | | | \$ - |
| 2c. Desktop Solution Equipment | | | | | | \$ - |
| 2d. Gateway | | | | | | \$ - |
| 2e. Document Camera | | | | | | \$ - |
| 2f. MCU | | | | | | \$ - |
| 2g. IMUX | | | | | | \$ - |
| 2h. Smart Board | | | | | | \$ - |
| 2i. | | | | | | \$ - |
| 2j. | | | | | | \$ - |
| Total Section 2 | | \$ - | \$ - | \$ - | \$ - | \$ - |

| | | | | | | |
|---|------------|-------------------|-------------------|-------------|-------------|-------------------|
| Section 3: Computer Hardware (Standard sonsumer or commercial equipment to be made accessible) | | | | | | |
| 3a. Servers (\$8,000 ea) | 5 | \$ 40,000 | \$ 40,000 | | | \$ 40,000 |
| 3b. Workstations/Personal Computers | | | | | | \$ - |
| 3b1) Desktop or Tower Style (\$1,500 ea) | 121 | \$ 181,500 | \$ 181,500 | | | \$ 181,500 |
| 3b2) Laptop, Notebook Style | | | | | | \$ - |
| 3b3) Palm, Handheld, Sub-Notebook | | | | | | \$ - |
| 3c. | | | | | | \$ - |
| Total Section 3 | 126 | \$ 221,500 | \$ 221,500 | \$ - | \$ - | \$ 221,500 |

APPLICANT NAME: Tom Green County Library

| Type of Expense | Quantity | Proposed HHSC Funds | Approved HHSC Funds | Local Funds | Local In-Kind Contrib. | Total Funds |
|-----------------|----------|---------------------------|---------------------------|----------------|------------------------------|----------------|
| | | | | | | |

| Section 4: Computer Hardware (Preconfigured consumer or commercial equipment for specific disabilities) | | | | | | |
|---|----------|-------------|-------------|-------------|-------------|-------------|
| 4a. Server | | | | | | \$ - |
| 4b. Workstations/Personal Computers | | | | | | \$ - |
| 4b1) Desktop or Tower Style | | | | | | \$ - |
| 4b2) Laptop, Notebook Style | | | | | | \$ - |
| 4b3) Palm, Handheld, Sub-Notebook | | | | | | \$ - |
| 4c. | | | | | | \$ - |
| Total Section 4 | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |

| Section 5: Cabling and Supplies | | | | | | |
|-------------------------------------|--|-----------------|-----------------|-------------|-------------|-----------------|
| 5a. Wiring and Associated Materials | | \$ 1,250 | \$ 1,250 | | | \$ 1,250 |
| 5b. | | | | | | \$ - |
| Total Section 5 | | \$ 1,250 | \$ 1,250 | \$ - | \$ - | \$ 1,250 |

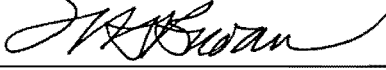
| Section 6: Other Equipment | | | | | | |
|--------------------------------------|----|------------------|------------------|-------------|-------------|------------------|
| 6a. Digital Cameras | | | | | | \$ - |
| 6b. Scanners | | | | | | \$ - |
| 6c. Networked Printers | 36 | \$ 18,000 | \$ 18,000 | | | \$ 18,000 |
| 6d. Presentation Monitors | | | | | | \$ - |
| 6e. Video Projectors | | | | | | \$ - |
| 6f. Multipurpose Scan/Print/Copy/Fax | | | | | | \$ - |
| 6g. | | | | | | \$ - |
| 6h. | | | | | | \$ - |
| 6i. | | | | | | \$ - |
| Total Section 6 | | \$ 18,000 | \$ 18,000 | \$ - | \$ - | \$ 18,000 |

| TOTAL DIRECT EXPENSES | | | | | | |
|---|--|------------------|------------------|-------------|-------------|------------------|
| SECTIONS 1 + 2 + 3 + 4 + 5 + 6 = | | \$282,650 | \$282,650 | \$ - | \$ - | \$282,650 |

I accept the HHSC approved budget for this project and agree to abide by all financial guidelines.



Signature of Financial Officer
Stanley P. Liles, Tom Green County Auditor
Typed or Printed Name and Title



Signature of Authorized Official
Michael D. Brown, Tom Green County Judge
Typed or Printed Name and Title

Date March 11, 2003

Date March 11, 2003

Fed. EIN: 75-6001184

TEA District ID #, if applicable

HHSC Rider 55 CAT-D Form AGB-1E, Approved Budget Schedule E—Equipment/Fixed Assets

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The anniversary of this National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, Commissioner's Court of Tom Green County, do proclaim April as Fair Housing Month in the County of Tom Green and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

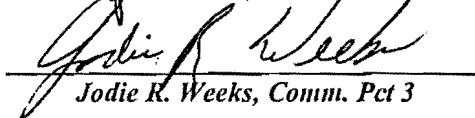
IN WITNESS WHEREOF we have affixed our signatures and seal on this the 11th day of March 2003.



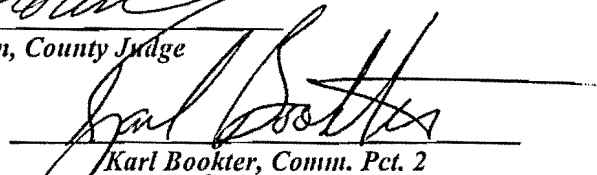
Michael D. Brown, County Judge



Clayton Friend, Comm. Pct 1



Jodie R. Weeks, Comm. Pct 3

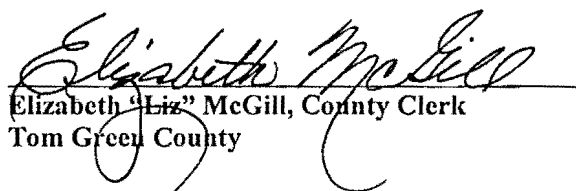


Karl Bookter, Comm. Pct. 2



Richard Easingwood, Comm. Pct 4

ATTEST:



Elizabeth "Liz" McGill, County Clerk
Tom Green County

INDIGENT HEALTH CARE AGREEMENT
Tom Green County and Shannon West Texas Memorial Hospital Pharmacy

This Agreement made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter designated "COUNTY," acting by and through its County Judge, Michael D. Brown, and Shannon West Texas Memorial Hospital Pharmacy, hereinafter designated "PHARMACY," acting by and through its Chief Executive Officer, Lawrence Leonard, in consideration of the mutual promises herein contained, agree as follows:

RECITALS

1. Shannon West Texas Memorial Hospital Pharmacy provides pharmaceutical services to the citizens of Tom Green County including Indigent Persons, except those pharmaceutical services provided in the Indigent Health Care Agreements with other health care providers. Shannon West Texas Memorial Hospital Pharmacy is an approved Medicaid-enrolled pharmacy.
2. Tom Green County desires to assure the availability to Indigent Persons pharmaceutical services, and the PHARMACY is willing to provide pharmaceutical services to Indigent Persons, upon the terms and subject to the conditions set forth herein. It is the intent of the COUNTY to provide by this contractual agreement for some of the Health Care Services that is required be provided to Indigent Persons under the provisions of the Indigent Health Care and Treatment Act, V.T.C.A. Health and Safety Code § 61.001 et.seq. (the "ACT").

Therefore, the COUNTY and PHARMACY hereto agree as follows:

1. **Definitions.**
 - 1.01 **Indigent Person.** The term "Indigent Person" means any person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital

district and meets the income and resource requirements established by the Act, and (b) is a Resident of Tom Green County. This definition is adopted solely for purposes of this Agreement and does not constitute a definition of "Indigent Person" or "Pauper" for any other purpose.

- 1.02 **Indigent Care.** The term "Indigent Care" means Health Care Services, which under state law are the responsibility of Tom Green County and are provided to an Indigent Person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital district and meets the income and resource requirements established by the Act, and (b) are Residents of Tom Green County.
- 1.03 **Medical Staff.** The term "Medical Staff" means the medical personnel of the PHARMACY or those individuals or entities as selected by the PHARMACY.
- 1.04 **Resident.** The term "Resident" shall be determined in accordance with §6 1.003 of the Act as it now exists or may hereafter be amended.
- 1.05 **Working Days.** The term "Working Days" means normal working business days, i.e., Monday through Friday of each calendar week, exclusive of county holidays.
- 1.06 **Mandated Provider.** The term "Mandated Provider" means a provider of Health Care Services selected by the County that agrees to provide pharmaceutical services to eligible residents.
- 1.07 **General Revenue Levy.** The term "General Revenue Levy" means the property taxes imposed by a county that are not dedicated to construction and maintenance of farm-to-market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution, or dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution and the sales and use tax revenue to be received by County during the

calendar year in which the state fiscal year begins under Chapter 323, Tax Code, as determined under Section 26.041(d), Tax Code.

- 1.08 **SSI/Medicaid.** The term “SSI” means the Supplemental Security Income program for the aged, blind and disabled, administered by the Social Security Administration. Medicaid is administered by the Department of Human Services (DHS) under 42 U.S.C.A. 1381-1383c.
- 1.09 **Health Care Services.** The term “Health Care Services” means those basic services County is required to provide Indigent Persons under the Act, § 61.028 which are (1) primary and preventative services, including immunizations, medical screening services and annual physical exams, (2) inpatient and outpatient hospital services; (3) rural health pharmacy services; (4) laboratory and X-ray services; (5) family planning services; (6) physician services; (7) payment for not more than three prescription drugs per month; and (8) skilled nursing facility services, regardless of the patient’s age.
- 1.10 **County Indigent Health Care Officer. (CIHCO).** The official designated by the County for overseeing and insuring County and providers compliance with the Act.
- 1.11 **Red Book.** The Red Book is a comprehensive and single source reference for current pricing, packaging, and new product information on top value prescription drugs.
- 1.12 **Medical Necessity or Medically Necessary.** Means, unless otherwise defined (I) preventative, diagnostic and/or therapeutic in nature; (ii) specifically related to the condition which is being treated/evaluated; (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of the illness and intensity of service required; and (iv) not primarily for the covered person’s convenience or that of his/her physician.

2. **Terms of Agreement.**

This Agreement shall be for a period of one (1) year beginning April 11, 2003, and ending on April 10, 2004. The parties shall have the option to renew and extend the agreement for one (1) year upon the written agreement of the parties.

This Agreement may be amended only in writing executed by the parties through their authorized representatives. Termination or alteration of said Agreement may occur with sixty (60) days written notice by the parties. All amendments shall be submitted to the Commissioners' Court for their consideration and approval.

3. **Mandated Provider.**

PHARMACY agrees that it will be a Mandated Provider for the COUNTY for the purposes of providing Indigent Persons pharmaceutical services, that it will provide such services in accordance with this Agreement; that it will comply with all requirements for a Mandated Provider set out in the Act and will comply with the rules and regulations promulgated by the Texas Department of Health.

4. **Scope of Work.**

Pursuant to this Agreement PHARMACY agrees to provide COUNTY with pharmaceutical services for indigents within Tom Green County, except those Health Care Services provided in the Indigent Health Care Agreements with other health care providers. The scope of work is as follows:

1. PHARMACY agrees that any services provided under this Agreement will be medically necessary and provided by, or pursuant to the order of, medical personnel licensed by the State of Texas. Compliance with this section will be certified in

writing to the COUNTY on a periodic basis or as required by COUNTY.

2. PHARMACY shall provide pharmaceutical services for eligible indigents residing within Tom Green County. Indigent eligibility to be determined by Indigent screening services provided by the City of San Angelo - County of Tom Green Health Department until such time as screening services contract terminates.
 3. PHARMACY shall confirm indigents eligibility for treatment before administering treatment. Only eligible and allowed claims shall be approved for treatment.
 4. PHARMACY shall make pharmaceutical services available during regular PHARMACY business hours established by PHARMACY for a minimum of forty (40) hours per week.
 5. Maintain all files and documentation (medical records) regarding each Indigent Person in conjunction with Tom Green County Indigent Health Care Administrator.
5. **Financial Responsibility for Indigent Care.** COUNTY's obligation to pay for Indigent Care provided Indigent Persons shall be limited in accordance with the terms set out in 8.01 of this Agreement. The COUNTY's obligation to reimburse PHARMACY for Indigent Care shall be limited as follows:
- (a) rates established pursuant to 9.01 of the Agreement for Indigent Health Care;
 - (b) provided, the maximum obligation of the COUNTY per county fiscal year shall not exceed payment for a total of 30 days (cumulative) of inpatient hospitalization and/or care in a skilled nursing facility, or a maximum payment of \$30,000.00 for all mandatory services provided to an Indigent Person, whichever is reached first; and

- (c) provided, the maximum liability of the COUNTY for all services and payments in any one state's fiscal year is limited to eight percent (8%) of the County's General Revenue Tax Levy. If the 8% is expended, and state funding is available for further care as authorized by the Act, then the COUNTY is obligated for 10% of additional costs and the State of Texas is obligated for the remaining 90%. If the State of Texas has notified the COUNTY that the state funds have been depleted and are no longer available, the CIHCO will shut down the indigent health care program as authorized by the Act and no rollback will be granted to any provider for services rendered during the shut down period.
6. **Notice Requirements.** COUNTY and PHARMACY agree to comply with any notice requirements.
7. **Application and Determination of Eligibility.** PHARMACY shall not be required to accept or process any applicant or make the determination of the eligibility for any applicant for Indigent Care; however PHARMACY shall determine the eligibility of an Indigent Person for Pharmaccutical Assistance Program (PAP).
8. **Reimbursement.**
- 8.01 PHARMACY shall submit bills to COUNTY for Indigent Care provided to Indigent Persons at the PHARMACY. Bills will be submitted to COUNTY CIHCO as they are incurred and subject to payment under the Indigent Health Care Payment Standards utilizing the Red Book formulation. After review of bills, the CIHCO shall submit their recommendations of payment to the County Treasurer for processing and the County Treasurer will then submit the bills to the County Auditor for audit. The County Treasurer will present the bills at the Commissioners' Court next regularly scheduled meeting after the examination and approval of the bills. In the event that any bills submitted by PHARMACY to the COUNTY should contain charges that the COUNTY believes may not be eligible for reimbursement the

COUNTY shall pay the portion of the bills that are not disputed, within 95 days of receipt.

- 8.02 If COUNTY determines, in good faith, that the patient for whom PHARMACY has billed COUNTY, was not an Indigent Person pursuant to this Agreement, the CIHCO shall notify PHARMACY of this determination within ninety (90) days from the date of service.
- 8.03 Except as provided in 9 below and except in cases of fraud, misrepresentation or clerical error, COUNTY, through CIHCO, shall have the right to disallow payments to PHARMACY only if the patient for whom PHARMACY submits a bill to COUNTY is not an Indigent Person as defined in the Act.

9. Cost of Indigent Care.

- 9.01 COUNTY is liable for paying the amounts established by the Texas Department of Health (TDH) as the payment standard for mandatory services as set forth in applicable regulations including 25 T.A.C. 14.203.
- (a) The payment standard for pharmaceutical services is the Red Book Average Wholesale Price rate for allowable pharmaceutical services as established by the Texas Department of Health (TDH) Indigent Health Care Payment Standards.
- (b) COUNTY will reimburse for prescription drugs at the Red Book wholesale price minus 10%, plus the basic dispensing fee established by the Texas Department of Health.

Provided, however, if the regulations promulgated for payment of pharmaceutical services are changed subsequently to require additional or different payment standards, PHARMACY and COUNTY will utilize the new standards.

9.02 PHARMACY will bill COUNTY for services covered by this Agreement at the rates set forth in 9.01 of this Agreement as limited by the terms set forth in 5 of this Agreement.

9.03 PHARMACY shall attempt to ascertain whether a person seeking Indigent Care at the PHARMACY is eligible for participation in the Medicaid or Medicare programs or for coverage by any other third-party payors.

(a) If it is determined by PHARMACY that a patient may reasonably be eligible for such coverage, then PHARMACY shall direct the patient to the City of San Angelo - County of Tom Green Health Department who shall provide that patient with assistance in preparing and presenting his application for coverage.

(b) If such patient is later determined to be eligible for Medicare or Medicaid, amounts received by PHARMACY for Medicare or Medicaid reimbursements for treatment of that patient shall be returned to the COUNTY to the extent that payments were made from the COUNTY to PHARMACY.

9.04 In computing the amounts PHARMACY will bill the COUNTY for pharmaceutical services, PHARMACY may not include the following:

(a) any amount that PHARMACY has received, or is entitled to receive, from a third party insurer or under a governmental program; provided, however, if the health care source pays less than the appropriate payment standard as specified in 9.01 of this Agreement, COUNTY is responsible for the amount remaining up to the payment standard amount;

(b) any amount in excess of the payment that PHARMACY has received, or is entitled to receive, from a third party insurer or under a governmental program where PHARMACY has agreed or is otherwise required to accept this payment as payment

in full for the services; and

- (c) any amount for which reimbursement would be available under Medicare, Medicaid or similar programs if the PHARMACY does not participate in those programs.

9.05 The COUNTY is classified as the payor of last resort and shall provide assistance only if other public or private sources of payment are inadequate or unavailable.

10. Availability of Records.

10.01 PHARMACY agrees to maintain and make available for inspection, by the County, upon request consistent with personal privacy and subject to the limitation of state law any and all records necessary to document PHARMACY'S provision for pharmaceutical services to Indigent Persons of Tom Green County.

- (a) Such records shall be maintained for at least four years after the date services were provided. COUNTY and PHARMACY agree to ensure the confidentiality of household information.
- (b) The records described in 10.01(a) shall be made available for inspection and audit by the Texas Department of Health (TDH), for determination of the COUNTY'S eligibility for financial assistance under the Act to the extent required by state or federal law imposed on PHARMACY or the COUNTY.
- (c) County Financial and related records pertaining to this Agreement shall be made available to PHARMACY for review upon written request.

10.02 As a prerequisite to obtaining Indigent Care, Indigent Persons shall be required to authorize release of their medical records to the COUNTY.

11. **Responsibility of Employers.** PHARMACY is an independent contractor and not an agent of the COUNTY. COUNTY and PHARMACY shall each be solely responsible for the wages, benefits, insurance all other costs of employing their respective employees.
12. **Scope of Indigent Care.** Under the terms of this Agreement, the medically necessary care for which the COUNTY agrees to pay is limited to those services required by the Act as further defined by the regulations promulgated thereunder including but not limited to 25 T.A.C. 14.201 and 14.202.
13. **Personnel.** Shannon West Texas Memorial Hospital Pharmacy shall perform all services associated with this Agreement. PHARMACY may, at its sole discretion and expense, engage independent contractor(s) to perform certain aspects of pharmaceutical services. PHARMACY shall determine the independent contractor(s) who provide pharmaceutical services to the indigents within Tom Green County are competent and qualified to perform those services.
14. **Place of Payment.** Payment shall be made to Shannon West Texas Memorial Hospital Pharmacy at 2030 Pulliam Street, Suite 16, San Angelo, Texas 76905.
15. **Exclusivity.** This Agreement is nonexclusive and nothing herein shall in anyway limit the right of the parties to enter into agreements with other individuals or entities to provide the same or similar service or to use the same or similar written materials as are used in performance of this Agreement.
16. **Relationship of the Parties.** The PHARMACY is associated with the COUNTY for the performance of pharmaceutical services to indigents within Tom Green County. The PHARMACY is and shall be an independent contractor and subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the services under this Agreement. Nothing contained in this

Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal-agent, or to otherwise create any liability for the COUNTY whatsoever with respect to the indebtedness, liabilities and obligations of the PHARMACY. The PHARMACY shall be solely responsible for (and the COUNTY shall have no obligation with respect to) payment of all federal income, FICA and other taxes owed or claimed to be owed by the PHARMACY, arising out of this Agreement, and the PHARMACY shall indemnify and hold the COUNTY harmless from and against, and shall defend the COUNTY against, any and all losses, damages, claims, costs, penalties, liabilities and expenses whatsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

17. Notice. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone: 915/653-3318
Facsimile: 915/659-3258

IF TO PHARMACY:

Name: Rosanne Austin
Title: Director
Address: 120 East Harris
San Angelo, Texas 76903
Telephone: 915/657-5123

Facsimile: 915/657-5401

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between authorized representatives of COUNTY and PHARMACY.

18. **Governing Law and Forum.** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in San Angelo, Tom Green County, Texas, in the State Courts located in San Angelo, Tom Green County, Texas. For purposes of this Agreement, venue shall be in Tom Green County, Texas.
19. **Extent of Agreement.** This Agreement and Amendment 1 attached hereto represents the entire Agreement between PHARMACY and COUNTY and supersedes all prior negotiations, representations or agreements, whether written or oral.
20. **Exclusive Right to Enforce Agreement.** COUNTY and PHARMACY have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.
21. **Amendment.** This Agreement may be amended only in writing, with such written amendment being approved and executed by the Parties. All amendments shall be submitted to and approved by the Commissioners' Court.
22. **Force Majeure.** In the event either party is kept from performing its obligations hereunder because of strike, war, riot, fire, flood, earthquake, natural disaster, or any other event beyond its control, then such Party shall be relieved of its obligations to perform until such time as

the factor inhibiting performance has abated.

23. **Attorneys Fees.** In the event of the bringing of any legal action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable and necessary attorneys fees in accordance with the Civil Practice & Remedies Code.
24. **INDEMNIFICATION.** PHARMACY COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD-PARTY CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING TO ANY AND ALL DAMAGES (BODILY INJURY, DEATH AND DAMAGE TO PROPERTY), CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, LIABILITIES OR FINES ARISING BY REASON OF OR IN CONNECTION WITH PHARMACY'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF PHARMACY IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY PHARMACY TO INDEMNIFY AND PROTECT COUNTY FROM THE PHARMACY'S ACTUAL OR ALLEGED NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.
25. **RELEASE.** PHARMACY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY, THEIR

PREDECESSORS, SUCCESSORS, ASSIGNS, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, OFFICERS, ELECTED OFFICIALS AND LEGAL REPRESENTATIVES, FROM ANY LIABILITY ARISING OUT OF THE NEGLIGENCE OF PHARMACY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSON OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

26. **Binding Agreement.** This Agreement is binding upon and shall ensure to the benefit of the parties, personal representatives and successors, as applicable.
27. **Assignment of Rights and Delegation of Duties.** Due to the unique nature of the Health Care Services, the parties agree that the PHARMACY may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the COUNTY, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by the PHARMACY shall not be considered an assignment of rights or delegation of duties.
28. **Captions.** The heading of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date indicated.

"PHARMACY"

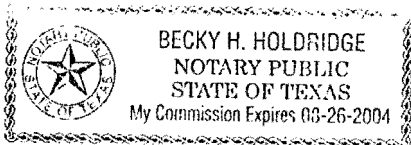
SHANNON WEST TEXAS MEMORIAL HOSPITAL PHARMACY

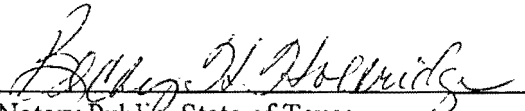
By:  3-11-03
Lawrence Leonard, Chief Executive Officer Date

STATE OF TEXAS §

COUNTY OF TOM GREEN §

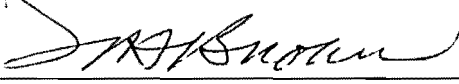
This instrument was acknowledged before me on March 11, 2003, by LAWRENCE LEONARD, Chief Executive Officer, on behalf of SHANNON WEST TEXAS MEMORIAL HOSPITAL PHARMACY.




Notary Public, State of Texas

"COUNTY"

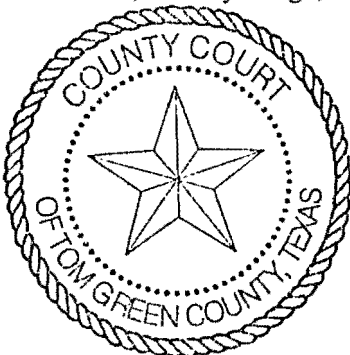
TOM GREEN COUNTY

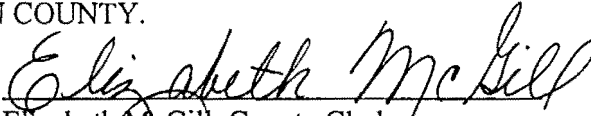
By:  MAR 11 2003
MICHAEL D. BROWN, County Judge Date
Tom Green County, acting in his official
capacity as County Judge and not individually

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on March 11, 2003, by MICHAEL D. BROWN, County Judge, on behalf of TOM GREEN COUNTY.




Elizabeth McGill, County Clerk,
Tom Green County, Texas

**AMENDMENT 1 TO AGREEMENT BETWEEN
SHANNON WEST TEXAS MEMORIAL HOSPITAL PHARMACY
AND TOM GREEN COUNTY
FOR INDIGENT HEALTH CARE**

This Amendment 1 to the Agreement between Shannon West Texas Memorial Hospital Pharmacy and Tom Green County ("Agreement"), for the provision of Indigent Health Care is effective April 11, 2003, and is entered into by and between **TOM GREEN COUNTY** ("TGC") and **SHANNON WEST TEXAS MEMORIAL HOSPITAL PHARMACY** ("Shannon").

WHEREAS, Shannon is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must comply with the Standards for Privacy of Individually Identifiable Health Information.

WHEREAS, TGC may have access to confidential documents on behalf of Shannon, including individually identifiable health information; and

WHEREAS, HIPAA requires that entities that do business with covered entities contractually agree to the protection of individually identifiable health information and to recognize certain rights now afforded to individuals concerning the individuals' identifiable health information.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

"Covered Entity" is the organization required by the Health Insurance Portability and Accountability Act of 1996 to maintain the confidentiality of protected health information. Covered Entity shall mean Shannon West Texas Memorial Hospital Pharmacy.

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by TGC from or on behalf of Covered Entity.

"Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1. Obligations of TGC.

A. Permitted Use.

TGC may have access to confidential documents, including Protected Health Information, in their participation in the providing for the pharmaceutical services of indigent persons from Covered Entity and for the payment of such services.

B. Safeguards.

TGC agrees to use appropriate safeguards to prevent disclosure of the Protected Health Information while such Protected Health Information is still identifiable. TGC understands that when Protected Health Information is within his or her control, all reasonable means to prevent it from being disclosed to others must be used.

C. Mitigate.

TGC agrees to mitigate, to the extent practicable, any harmful effect that is known to TGC of a use or disclosure of Protected Health Information by TGC in violation of the requirements of this Agreement.

D. Reporting of Non-permitted Use.

TGC agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement to the Privacy Officer at 915/657-5195.

E. Agents and Subcontractors.

TGC agrees to ensure that any agent, including a subcontractor, who is involved in the collection, transportation, or destruction of Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to TGC with respect to such information.

F. Internal Practices, Books and Records.

TGC agrees to make internal practices, books, and records relating to the destruction of Protected Health Information received from Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services for purposes of determining compliance with this Agreement and/or the Privacy Rule.

2. Term and Termination.

This Agreement shall become effective on the later of April 14, 2003, or the date that the Privacy Regulation goes into effect or the date this Agreement was entered into and shall terminate when all of the Protected Health Information collected by TGC from Covered Entity is destroyed.

3. **Termination for Cause.**

Covered Entity may terminate this Agreement for cause in the event TGC fails to destroy Protected Health Information or fails to take reasonable precautions to keep the Protected Health Information from being inappropriately disclosed prior to destruction. Instead of immediate termination of this Agreement, Covered Entity may provide TGC with a written demand for cure of any breach, including requiring TGC to mitigate any damages cause by any inappropriate disclosure of Protected Health Information.

4. **Effect of Termination.**

TGC shall return or destroy all Protected Health Information received from Covered Entity upon termination of this Agreement, for any reason. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of TGC. TGC shall retain no copies of the Protected Health Information.

5. **Health and Human Services Agents.**

TGC agrees to cooperate with any investigation by the Secretary, or his agent, or an oversight agency, to help them determine if Shannon is complying with federal or state privacy laws.

6. **Disclosures Required by Law.**

Nothing in this agreement prevents TGC from making a disclosure of confidential patient information if required by law to make such a disclosure.

7. **Miscellaneous.**

- A. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. **Survival.** The respective rights and obligations of TGC under Section 4 of this Agreement shall survive the termination of this Agreement.
- D. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Entered into on the date set forth above.

Shannon West Texas Memorial Hospital
120 East Harris
San Angelo, Texas 76903
915/653-6741


By: 

Lawrence Leonard

President/CEO

Date: 3-11-03

Tom Green County
122 West Harris
San Angelo, Texas 76903
915/653-3318

By: 

Michael D. Brown, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

Date: 3-11-03

INDIGENT HEALTH CARE AGREEMENT
Tom Green County and Shannon West Texas Memorial Hospital

This Agreement made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter designated "COUNTY" acting by and through its County Judge, Michael D. Brown, and Shannon West Texas Memorial Hospital, hereinafter designated "SHANNON," acting by and through its President and Chief Executive Officer, Lawrence Leonard, in consideration of the mutual promises herein contained, agree as follows:

RECITALS

1. Shannon West Texas Memorial Hospital owns and operates a general, acute-care hospital facility known as Shannon West Texas Memorial Hospital ("Hospital").
2. Shannon West Texas Memorial Hospital provides Hospital Care to the citizens of Tom Green County and is an approved Texas Title XIX Medicaid-enrolled acute care hospital.
3. Tom Green County desires to assure the availability to Indigent Persons of Emergency Services and other Hospital Care, including pharmaceutical services not provided in accordance with the Indigent Health Care Agreement between Tom Green County and Shannon West Texas Memorial Hospital Pharmacy, and SHANNON is willing to provide Emergency Services and other Hospital Care at the Hospital to Indigent Persons, upon the terms and subject to the conditions set forth herein. It is the intent of the COUNTY to provide by this contractual agreement for some of the Health Care Services that is required be provided to Indigent Persons under the provisions of the Indigent Health Care and Treatment Act, V.T.C.A. Health and Safety Code § 61.001 et.seq. (the "ACT").

Therefore, the COUNTY and SHANNON hereto agree as follows:

1. **Definitions.**

- 1.01 **Hospital Care.** The term "Hospital Care" means any type of hospital services rendered or provided by a hospital facility to a person on an inpatient or outpatient basis, including, but not limited to, room and bed use, surgical facilities, drugs, supplies, laboratory, and other ancillary services and emergency room services excluding those pharmaceutical services provided for and in accordance with the Indigent Health Care Agreement between Tom Green County and Shannon West Texas Memorial Hospital Pharmacy.
- 1.02 **Indigent Person.** The term "Indigent Person" means any person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital district and meets the income and resource requirements established by the Act, and (b) is a Resident of Tom Green County. This definition is adopted solely for purposes of this Agreement and does not constitute a definition of "Indigent Person" or "Pauper" for any other purpose.
- 1.03 **Indigent Care.** The term "Indigent Care" means Health Care Services, which under state law are the responsibility of Tom Green County and are provided to an Indigent Person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital district and meets the income and resource requirements established by the Act, and (b) are Residents of Tom Green County.
- 1.04 **Emergency Services.** The term "Emergency Services" means bona fide emergency services provided after the sudden onset of a medical or traumatic condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in (a) placing the patient's health in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

- 1.05 **Medical Staff.** The term “Medical Staff” means the active and consulting physicians licensed by the State of Texas who are credentialed to practice on the staff of SHANNON.
- 1.06 **Hospital Staff.** The clinical personnel employed or contracted by SHANNON to provide hospital care to patients.
- 1.07 **Resident.** The term “Resident” shall be determined in accordance with §6 1.003 of the Act as it now exists or may hereafter be amended.
- 1.08 **Working Days.** The term “Working Days” means normal working business days, i.e., Monday through Friday of each calendar week, exclusive of county holidays.
- 1.09 **Mandated Provider.** The term “Mandated Provider” means a provider of Health Care Services selected by the County that agrees to provide Emergency Services and Hospital Care to eligible residents.
- 1.10 **TANF.** The term “TANF” means the “Temporary Assistance to Needy Families” program administered by the Texas Department of Human Services under Chapter 31, Human Resources Code.
- 1.11 **General Revenue Levy.** The term “General Revenue Levy” means the property taxes imposed by a county that are not dedicated to construction and maintenance of farm-to-market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution, or dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution and the sales and use tax revenue to be received by County during the calendar year in which the state fiscal year begins under Chapter 323, Tax Code, as determined under Section 26.041(d), Tax Code.

- 1.12 **SSI/Medicaid.** The term “SSI” means the Supplemental Security Income program for the aged, blind and disabled, administered by the Social Security Administration. Medicaid is administered by the Department of Human Services (DHS) under 42 U.S.C.A. 1381-1383c.
- 1.13 **Health Care Services.** The term “Health Care Services” means those basic services County is required to provide Indigent Persons under the Act, § 61.028 which are (1) primary and preventative services, including immunizations, medical screening services and annual physical exams, (2) inpatient and outpatient hospital services; (3) rural health clinics services; (4) laboratory and X-ray services; (5) family planning services; (6) physician services; (7) payment for not more than three prescription drugs per month; and (8) skilled nursing facility services, regardless of the patient’s age.
- 1.14 **County Indigent Health Care Officer. (CIHCO).** The official designated by the County for overseeing and insuring County and providers compliance with the Act.
- 1.15 **Red Book.** The Red Book is a comprehensive and single source reference for current pricing, packaging, and new product information on top value prescription drugs.
- 1.16 **Medical Necessity or Medically Necessary.** Means, unless otherwise defined (i) preventative, diagnostic and/or therapeutic in nature; (ii) specifically related to the condition which is being treated/evaluated; (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of the illness and intensity of service required; and (iv) not primarily for the covered person’s convenience or that of his/her physician.
2. **Terms of Agreement.**

This Agreement shall be for a period of one (1) year commencing March 11, 2003, and ending on March 10, 2004. The parties shall have the option to renew and extend the agreement for one (1) year upon the written agreement of the parties.

This Agreement may be amended only in writing executed by the parties through their authorized representatives. Termination or alteration of said Agreement may occur with sixty (60) days written notice by the parties. All amendments shall be submitted to the Commissioners' Court for their consideration and approval.

3. **Mandated Provider.**

SHANNON agrees that it will be a Mandated Provider of the COUNTY for the purposes of providing Indigent Persons Emergency Services and other Hospital Care, that it will provide such services in accordance with this Agreement; that it will comply with all requirements for a Mandated Provider set out in the Act and will comply with the rules and regulations promulgated by the Texas Department of Health.

4. **Scope of Work.**

Pursuant to this Agreement SHANNON agrees to provide COUNTY with Hospital Care and Health Care Services for indigents within Tom Green County as follows:

1. SHANNON agrees that any services provided under this Agreement will be medically necessary and provided by, or pursuant to the order of, medical personnel licensed by the State of Texas. Compliance with this section will be certified in writing to the COUNTY on a periodic basis or as required by COUNTY.
2. SHANNON shall provide Hospital Care and Health Care Services for eligible indigents residing within Tom Green County. Indigent eligibility to be determined by Indigent screening services provided by the City of San Angelo - County of Tom Green Health Department until such time as screening services contract terminates.

3. SHANNON shall confirm indigents eligibility for treatment before administering treatment except in the circumstances where Emergency Services are required. Only eligible and allowed claims shall be approved for treatment.
4. Maintain all files and documentation (medical records) regarding each Indigent Person in conjunction with Tom Green County Indigent Health Care Administrator (CIHCO).
5. **Financial Responsibility for Indigent Care.** COUNTY's obligation to pay for Indigent Care provided Indigent Persons shall be limited in accordance with the terms set out in 8.01 of this Agreement. The COUNTY's obligation to reimburse SHANNON for Indigent Care shall be limited as follows:
 - (a) rates established pursuant to 9.01 of the Indigent Health Care Agreement;
 - (b) provided, the maximum obligation of the COUNTY per county fiscal year shall not exceed payment for a total of 30 days (cumulative) of inpatient hospitalization and/or care in a skilled nursing facility, or a maximum payment of \$30,000.00 for all mandatory services provided to an Indigent Person, whichever is reached first; and
 - (c) provided, the maximum liability of the COUNTY for all services and payments in any one state's fiscal year is limited to eight percent (8%) of the County's General Revenue Tax Levy. If the 8% is expended, and state funding is available for further care as authorized by the Act, then the COUNTY is obligated for 10% of additional costs and the State of Texas is obligated for the remaining 90%. If the State of Texas has notified the COUNTY that the state funds have been depleted and are no longer available, the CIHCO will shut down the indigent health care program as authorized by the Act and no rollback will be granted to any provider for services rendered during the shut down period.

6. **Notice Requirements.** COUNTY and SHANNON agree to comply with any notice requirements.
7. **Application and Determination of Eligibility.** SHANNON shall not be required to accept or process any applicant or make the determination of the eligibility for any applicant for Indigent Care.
8. **Reimbursement.**
 - 8.01 SHANNON shall submit bills to COUNTY for Indigent Care provided to Indigent Persons. Bills will be submitted to COUNTY CIHCO as they are incurred and subject to payment under the Indigent Health Care Payment Standards Handbook. After review of bills, the CIHCO shall submit their recommendations of payment to the County Treasurer for processing and the County Treasurer will then submit the bills to the County Auditor for audit. The County Treasurer will present the bills at the Commissioners' Court next regularly scheduled meeting after the examination and approval of the bills. In the event that any bills submitted by SHANNON to the COUNTY should contain charges that the COUNTY believes may not be eligible for reimbursement the COUNTY shall pay the portion of the bills that are not disputed, within 95 days of receipt.
 - 8.02 If COUNTY determines, in good faith, that the patient for whom SHANNON has billed COUNTY, was not an Indigent Person pursuant to this Agreement, the CIHCO shall notify SHANNON of this determination within ninety (90) days from the date of service.
 - 8.03 Except as provided in 9 below and except in cases of fraud, misrepresentation or clerical error, COUNTY, through CIHCO, shall have the right to disallow payments to SHANNON only if the patient for whom SHANNON submits a bill to COUNTY is not an Indigent Person as defined in the Act.

9. Cost of Indigent Care.

9.01 COUNTY is liable for paying the amounts established by the Texas Department of Health (TDH) as the payment standard for mandatory services as set forth in applicable regulations including 25 T.A.C. 14.203.

(a) The payment standard for Emergency Services and Hospital Care is SHANNON'S rate for allowable services as established by the Texas Department of Health (TDH) Indigent Health Care Payment Standards Handbook, but in no event shall the payment standard exceed the rate as established by the Texas Department of Health for an approved Texas Title XIX Medicaid enrolled Acute Care Hospital.

(b) The payment standard for Emergency Services and Hospital Care identified by the Texas Department of Health (TDH) as the most commonly performed procedures in the Medicaid Program is the average Medicaid payment for the procedure. If a procedure is performed that the Texas Department of Health (TDH) has not so identified, a request, by the CIHCO, for determination of charges from such services will be submitted to Texas Department of Health (TDH) located in Austin, submitted on a Form IH-111 requesting establishment of charges.

Provided, however, if the regulations promulgated for payment of mandatory services are changed subsequently to require additional or different payment standards, SHANNON and COUNTY will utilize the new standards.

9.02 SHANNON will bill COUNTY for services covered by this Agreement at the rates set forth in 9.01 of this Agreement as limited by the terms set forth in 5 of this Agreement.

9.03 SHANNON shall attempt to ascertain whether a person seeking Indigent Care at SHANNON is eligible for participation in the Medicaid or Medicare programs or for coverage by any other third-party payors.

- (a) If it is determined by SHANNON that a patient may reasonably be eligible for such coverage, then SHANNON shall direct the patient to the City of San Angelo - County of Tom Green Health Department who shall provide that patient with assistance in preparing and presenting his application for coverage.
- (b) If such patient is later determined to be eligible for Medicare or Medicaid, amounts received by SHANNON for Medicare or Medicaid reimbursements for treatment of that patient shall be returned to the COUNTY to the extent that payments were made from the COUNTY to SHANNON.

9.04 In computing the amounts SHANNON will bill the COUNTY for Indigent Care, SHANNON may not include the following:

- (a) any amount that SHANNON has received, or is entitled to receive, from a third party insurer or under a governmental program; provided, however, if the health care source pays less than the appropriate payment standard as specified in 9.01 of this Agreement, COUNTY is responsible for the amount remaining up to the payment standard amount;
- (b) any amount in excess of the payment that SHANNON has received, or is entitled to receive, from a third party insurer or under a governmental program where SHANNON has agreed or is otherwise required to accept this payment as payment in full for the services; and
- (c) any amount for which reimbursement would be available under Medicare, Medicaid or similar programs if SHANNON does not participate in those programs.

9.05 The COUNTY is classified as the payor of last resort and shall provide assistance only if other public or private sources of payment are inadequate or unavailable.

10. Availability of Records.

10.01 SHANNON agrees to maintain and make available for inspection, by the County, upon request consistent with personal privacy and subject to the limitation of state law any and all records necessary to document SHANNON'S provision of Health Care Services to Indigent Persons of Tom Green County.

(a) Such records shall be maintained for at least four years after the date services were provided. COUNTY and SHANNON agree to ensure the confidentiality of household information.

(b) The records described in 10.01(a) shall be made available for inspection and audit by the Texas Department of Health (TDH), for determination of the COUNTY'S eligibility for financial assistance under the Act to the extent required by state or federal law imposed on SHANNON or the COUNTY.

(c) County Financial and related records pertaining to this Agreement shall be made available to SHANNON for review upon written request.

10.02 As a prerequisite to obtaining Indigent Care (except Emergency Services), Indigent Persons shall be required to authorize release of their medical records to the COUNTY. SHANNON shall make reasonable effort to obtain such release. The failure of SHANNON to obtain such a release shall not affect reimbursement to SHANNON by COUNTY for Hospital Care provided to Indigent Person.

11. Responsibility of Employers. SHANNON is an independent contractor and not an agent of the COUNTY. COUNTY and SHANNON shall each be solely responsible for the wages, benefits, insurance all other costs of employing their respective employees.

12. Scope of Indigent Care. Under the terms of this Agreement, the medically necessary care for which the COUNTY agrees to pay is limited to those services required by the Act as further defined by the regulations promulgated thereunder including but not limited to 25 T.A.C. 14.201 and 14.202.

13. Admissions Policy.

13.01 SHANNON may request an Indigent Person receiving Indigent Care under this Agreement to contribute a \$10.00 co-pay for emergency room outpatient care. However, SHANNON may not deny or limit assistance if the Indigent Person is unable, or refuses, to make a contribution.

13.02 SHANNON agrees to make available Hospital services to all persons without discrimination on the grounds of race, color, national origin, or creed.

14. Personnel. SHANNON shall perform all services associated with this Agreement. SHANNON may, at its sole discretion and expense, engage independent contractor(s) to perform certain aspects of specialized health care expertise. SHANNON shall determine the independent contractor(s) who provide Health Care Services to the indigents within Tom Green County are competent and qualified to perform those services.

15. Place of Payment. Payment shall be made to Shannon West Texas Memorial Hospital at P.O. Box 1879, San Angelo, Texas 76902.

16. Exclusivity. This Agreement is nonexclusive and nothing herein shall in anyway limit the right of the parties to enter into agreements with other individuals or entities to provide the same or similar service or to use the same or similar written materials as are used in performance of this Agreement.

17. **Relationship of the Parties.** SHANNON is associated with the COUNTY for the performance of Health Care Services to indigents within Tom Green County. SHANNON is and shall be an independent contractor and subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the services under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal-agent, or to otherwise create any liability for the COUNTY whatsoever with respect to the indebtedness, liabilities and obligations of SHANNON. SHANNON shall be solely responsible for (and the COUNTY shall have no obligation with respect to) payment of all federal income, FICA and other taxes owed or claimed to be owed by SHANNON, arising out of this Agreement, and SHANNON shall indemnify and hold the COUNTY harmless from and against, and shall defend the COUNTY against, any and all losses, damages, claims, costs, penalties, liabilities and expenses whatsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

18. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone: 915/653-3318
Facsimile: 915/659-3258

IF TO SHANNON:

Name: Lawrence Leonard
Title: President and Chief Executive Officer
Address: P.O. Box 1879
San Angelo, Texas 76902
Telephone: 915/657-8266
Facsimile: 915/658-8295

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between authorized representatives of COUNTY and SHANNON.

19. **Governing Law and Forum.** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in San Angelo, Tom Green County, Texas, in the State Courts located in San Angelo, Tom Green County, Texas. For purposes of this Agreement, venue shall be in Tom Green County, Texas.
20. **Extent of Agreement.** This Agreement and Amendment attached hereto represents the entire Agreement between SHANNON and COUNTY and supersedes all prior negotiations, representations or agreements, whether written or oral.
21. **Exclusive Right to Enforce Agreement.** COUNTY and SHANNON have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.
22. **Amendment.** This Agreement may be amended only in writing, with such written amendment being approved and executed by the Parties. All amendments shall be submitted to and approved by the Commissioners' Court.


23. **Force Majeure.** In the event either party is kept from performing its obligations hereunder because of strike, war, riot, fire, flood, earthquake, natural disaster, or any other event beyond its control, then such Party shall be relieved of its obligations to perform until such time as the factor inhibiting performance has abated.
24. **Attorneys Fees.** In the event of the bringing of any legal action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable and necessary attorneys fees in accordance with the Civil Practice & Remedies Code.
25. **INDEMNIFICATION.** SHANNON COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD-PARTY CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING TO ANY AND ALL DAMAGES (BODILY INJURY, DEATH AND DAMAGE TO PROPERTY), CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, LIABILITIES OR FINES ARISING BY REASON OF OR IN CONNECTION WITH SHANNON'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF SHANNON IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY SHANNON TO INDEMNIFY AND PROTECT COUNTY FROM SHANNON'S ACTUAL OR ALLEGED NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.

26. **RELEASE.** SHANNON, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY, THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, OFFICERS, ELECTED OFFICIALS AND LEGAL REPRESENTATIVES, FROM ANY LIABILITY ARISING OUT OF THE NEGLIGENCE OF SHANNON FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSON OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
27. **Binding Agreement.** This Agreement is binding upon and shall ensure to the benefit of the parties, personal representatives and successors, as applicable.
28. **Assignment of Rights and Delegation of Duties.** Due to the unique nature of the Health Care Services, the parties agree that SHANNON may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the COUNTY, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by SHANNON shall not be considered an assignment of rights or delegation of duties.
29. **Captions.** The heading of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date indicated.

"SHANNON"

SHANNON WEST TEXAS MEMORIAL HOSPITAL

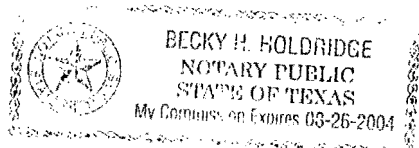
By: 
Lawrence Leonard, President
and Chief Executive Officer

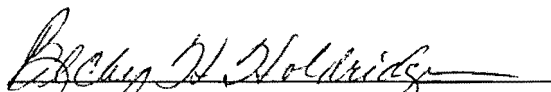
3-11-03
Date

STATE OF TEXAS §

COUNTY OF TOM GREEN §

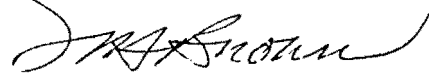
This instrument was acknowledged before me on March 11, 2003, by LAWRENCE LEONARD, President and Chief Executive Officer of SHANNON WEST TEXAS MEMORIAL HOSPITAL, on behalf of SHANNON WEST TEXAS MEMORIAL HOSPITAL.




Notary Public, State of Texas

"COUNTY"

TOM GREEN COUNTY

By: 
MICHAEL D. BROWN, County Judge
Tom Green County, acting in his official
capacity as County Judge and not individually

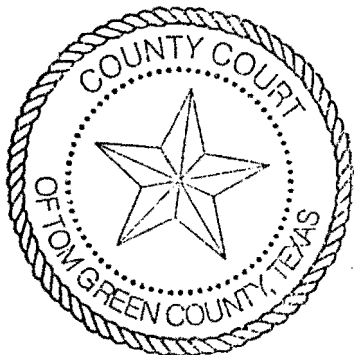
MAR 11 2003

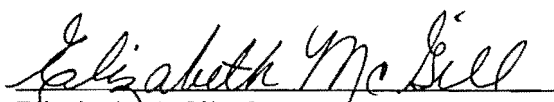
Date

STATE OF TEXAS §

COUNTY OF TOM GREEN §


This instrument was acknowledged before me on March 11, 2003, by MICHAEL D. BROWN, Tom Green County Judge, on behalf of TOM GREEN COUNTY.




Elizabeth McGill, County Clerk,
Tom Green County, Texas

Entered into on the date set forth above.

Shannon West Texas Memorial Hospital
120 East Harris
San Angelo, Texas 76903
915/653-6741


By: 

Lawrence Leonard

President/CEO

Date: 3-11-03

Tom Green County
122 West Harris
San Angelo, Texas 76903
915/653-3318

By: 

Michael D. Brown, County Judge,
Tom Green County, acting in his official
capacity as County Judge and not
individually

Date: 3-11-03

**AMENDMENT 1 TO AGREEMENT BETWEEN
SHANNON WEST TEXAS MEMORIAL HOSPITAL AND TOM GREEN COUNTY
FOR INDIGENT HEALTH CARE**

This Amendment 1 to the Agreement between Shannon West Texas Memorial Hospital and Tom Green County ("Agreement"), for the provision of Indigent Health Care is effective March 11, 2003, and is entered into by and between **TOM GREEN COUNTY** (the "TGC") and **SHANNON WEST TEXAS MEMORIAL HOSPITAL** ("Shannon").

WHEREAS, Shannon is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must comply with the Standards for Privacy of Individually Identifiable Health Information.

WHEREAS, TGC may have access to confidential documents on behalf of Shannon, including individually identifiable health information; and

WHEREAS, HIPAA requires that entities that do business with covered entities contractually agree to the protection of individually identifiable health information and to recognize certain rights now afforded to individuals concerning the individuals' identifiable health information.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

"Covered Entity" is the organization required by the Health Insurance Portability and Accountability Act of 1996 to maintain the confidentiality of protected health information. Covered Entity shall mean Shannon West Texas Memorial Hospital.

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by TGC from or on behalf of Covered Entity.

"Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1. **Obligations of TGC.**

A. **Permitted Use.**

TGC may have access to confidential documents, including Protected Health Information, in their participation in arranging for the care of indigent persons for emergency services and other hospital care from Covered Entity and for the payment of such services.

B. **Safeguards.**

TGC agrees to use appropriate safeguards to prevent disclosure of the Protected Health Information while such Protected Health Information is still identifiable. TGC understands that when Protected Health Information is within his or her control, all reasonable means to prevent it from being disclosed to others must be used.

C. **Mitigate.**

TGC agrees to mitigate, to the extent practicable, any harmful effect that is known to TGC of a use or disclosure of Protected Health Information by TGC in violation of the requirements of this Agreement.

D. **Reporting of Non-permitted Use.**

TGC agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement to the Privacy Officer at 915/657-5195.

E. **Agents and Subcontractors.**

TGC agrees to ensure that any agent, including a subcontractor, who is involved in the collection, transportation, or destruction of Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to TGC with respect to such information.

F. **Internal Practices, Books and Records.**

TGC agrees to make internal practices, books, and records relating to the destruction of Protected Health Information received from Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services for purposes of determining compliance with this Agreement and/or the Privacy Rule.

2. **Term and Termination.**

This Agreement shall become effective on the later of April 14, 2003, or the date that the Privacy Regulation goes into effect or the date this Agreement was entered into and shall terminate when all of the Protected Health Information collected by TGC from Covered Entity is destroyed.

3. Termination for Cause.

Covered Entity may terminate this Agreement for cause in the event TGC fails to destroy Protected Health Information or fails to take reasonable precautions to keep the Protected Health Information from being inappropriately disclosed prior to destruction. Instead of immediate termination of this Agreement, Covered Entity may provide TGC with a written demand for cure of any breach, including requiring TGC to mitigate any damages cause by any inappropriate disclosure of Protected Health Information.

4. Effect of Termination.

TGC shall return or destroy all Protected Health Information received from Covered Entity upon termination of this Agreement, for any reason. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of TGC. TGC shall retain no copies of the Protected Health Information.

5. Health and Human Services Agents.

TGC agrees to cooperate with any investigation by the Secretary, or his agent, or an oversight agency, to help them determine if Shannon is complying with federal or state privacy laws.

6. Disclosures Required by Law.

Nothing in this agreement prevents TGC from making a disclosure of confidential patient information if required by law to make such a disclosure.

7. Miscellaneous.

- A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Survival. The respective rights and obligations of TGC under Section 4 of this Agreement shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

STATE OF TEXAS **§**

COUNTY OF TOM GREEN §

BE IT REMEMBERED, at a regular meeting of the Tom Green County Commissioners' Court held on the 11th day of March, 2003, on a motion made by County Judge Michael D. Brown and Seconded by County Commissioner Jodie R. Weeks, the following Resolution was adopted:

WHEREAS the Texas Juvenile Probation Commission (TJPC), the Texas Department of Criminal Justice (TDCJ), and the Texas Youth Commission (TYC) collectively requested the Texas Public Finance Authority (the Authority) to provide financing and refinancing of various statewide projects; and

WHEREAS Section 141.086 of the Human Resource Code authorized the funding and construction of post-adjudication juvenile facilities, and more particularly authorized the TJPC to provide state aid to counties to acquire, construct, and equip post-adjudication residential or day-treatment centers for children who are placed on probation by the juvenile court under Section 54.04, Family Code; and

WHEREAS the H.B. 1, Acts of the 74th Legislature, 1995, authorized the Authority to issue General Obligation Bonds to finance the construction and equipping of post-adjudication facilities in Texas in the amount of \$37,500,000; and

WHEREAS the TDCJ and the TYC requested the Authority to finance with the proceeds of General Obligation Bonds of the Authority certain projects for the TJPC and the TYC; and

WHEREAS the Authority reviewed information submitted and determined that it is appropriate to provide the financing for the construction and equipping of post-adjudication juvenile facilities; and

WHEREAS the County of Tom Green participated with the TJPC in contracting to build a secure post-adjudication juvenile facility in Tom Green County at a cost of \$2,250,000 with \$1,800,000 appropriated from the General Obligation Bonds through TJPC and \$450,000 as an in-kind match from the County; and

WHEREAS the TJPC by legislative appropriation provided 25% of operating cost for the 19 facilities as constructed to help defray operating cost and divert high risk juveniles from TYC; and

WHEREAS the TJPC by legislative appropriation provided level 5 secure correctional placement funds for juveniles probated to secure facilities that has been used by Tom Green County to defray the operational cost of the facility and aid

other counties in the placement of children in the facility at a reduced rate to those counties; and

WHEREAS the Final Agreement for Construction and Operation of Secure Post-Adjudication Juvenile Facility by and between Tom Green County Juvenile Board and Tom Green County, Texas, and the Texas Juvenile Probation Commission (hereinafter referred to as "Final Agreement") was entered into effective as of May 23, 1997, which provided that if Tom Green County or the Tom Green County Juvenile Board fails to operate the facility in accordance with the Final Agreement, Tom Green County and the Tom Green County Juvenile Board shall be in default and the TJPC shall issue a Noncompliance Notice pursuant to the Final Agreement; and

WHEREAS Tom Green County and the Tom Green County Juvenile Board, upon the completion of the post-adjudication secure juvenile facility in 1999, has operated or has insured the operation of the post-adjudication secure juvenile facility in full compliance with the minimum standards for secure post-adjudication juvenile facilities as promulgated by the TJPC; and

WHEREAS the funding for residential drug treatment of juvenile offenders was no longer available through TJPC beginning in the 2001 fiscal year; and

WHEREAS the freezing and disruption of the current outlay of juvenile justice funding for operating cost and level 5 secure correctional placement funds has a direct impact on the ability of the secure post-adjudication juvenile facility in Tom Green County to remain financially viable without becoming an extreme financial burden on the taxpayers of Tom Green County; and

WHEREAS Tom Green County has determined that due to the lack of funding and the number of programs available request the TJPC allow Tom Green County and the Tom Green County Juvenile Board an opportunity to change and modify the facility's mission, use, or operation as set forth within Exhibit A of the Final Agreement; and

WHEREAS the approval of the change of the facility's mission, use, or operation must be in writing and approved by the TJPC before the change becomes effective and the failure of Tom Green County and the Tom Green County Juvenile Board to obtain such approval from the TJPC shall constitute a default under the Final Agreement; and

WHEREAS the Commissioners' Court of Tom Green County would like an opportunity to study and explore all of the options available for the use of the facility and likewise have a sufficient and adequate amount of time to determine the viability of the alternative uses of the facility without being declared in default by TJPC under the Final Agreement; and

WHEREAS Tom Green County would like to change the facility's mission, use, or operation, if necessary, from that as stated within the Final Agreement, and in the event there is a change in the facility's mission, use or operation, that Tom

Green County and the Tom Green County Juvenile Board will not be declared in default and a Notice of Default shall not be issued which ultimately could result in Tom Green County's being required to refund to TJPC the funds received and expended for the construction and operation of the secure post-adjudication juvenile facility in Tom Green County.

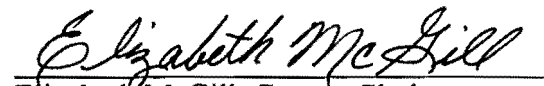
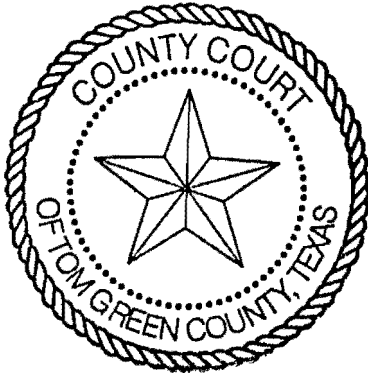
THEREFORE BE IT RESOLVED that Tom Green County requests that the TJPC grant a waiver to Tom Green County and the Tom Green County Juvenile Board of its obligations as set forth in the Final Agreement until November 1, 2004, in order to give Tom Green County and the Tom Green County Juvenile Board an opportunity to explore possible solutions and options for the continued operation of the facility for the care and treatment of juveniles or such other programs or purposes which may be determined by Tom Green County and the Tom Green County Juvenile Board as appropriate and reasonable, and TJPC shall not issue a noncompliance notice nor shall any notice of default be issued in the event Tom Green County and Tom Green County Juvenile Board determine a change in the mission, use, or operation is necessary so long as such mission, use, or operation is determined to be a governmental purpose.

FURTHER BE IT RESOLVED County Judge Michael D. Brown be, and is hereby authorized to sign this Resolution as the act and deed of the Commissioners' Court of Tom Green County.



Honorable Michael D. Brown,
Tom Green County Judge

This instrument was acknowledged before me on March 12, 2003, by Michael D. Brown, as County Judge of Tom Green County, on behalf of Tom Green County.


Elizabeth McGill, County Clerk
Tom Green County, Texas

TOM GREEN COUNTY

General Fund Contingency Fund Balance
FY03

Commissioners
Court Approval
Date

Description

Increase

Decrease

Balance

Approved Budget

320,000.00

Nov-02 Telephopne System - Extension Office

3,030.00

316,970.00

Feb-03 Bond Premiums

16,330.00

300,640.00

Feb-03 HIPPA Compliance

9,355.00

291,285.00

Feb-03 Parks - Equipment Rental

3,500.00

287,785.00

Feb-03 Additional Employee - District Clerk

15,216.00

272,569.00

Commissioners' Court Tom Green County



Line-Item Transfers

Michael D. Brown
County Judge

March 11, 2003

Fund: General Fund

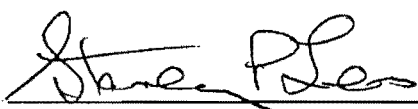
| <u>Department</u> | <u>Account</u> | <u>Budget Increase</u> | <u>Budget Decrease</u> |
|--------------------|-----------------------------|------------------------|------------------------|
| 014 District Clerk | 0105 Salary/Employees | 11,033.00 | |
| 014 District Clerk | 0201 FICA/Medicare | 844.00 | |
| 014 District Clerk | 0202 Group Health Insurance | 2,521.00 | |
| 014 District Clerk | 0203 Retirement | 818.00 | |
| 192 Contingency | 0601 Reserves | | 15,216.00 |

Reason


Additional employee for District Clerk approved by the Court 02/25/03 at 13/1 level.

3-11-03

Date Approved by Commissioners' Court

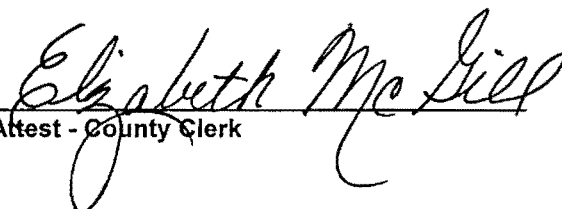


Auditor



County Judge





Attest - County Clerk

| Subdivision | Owner/Developer | Filed by | Surveyor | # of lots | Fee amount | Date paid | Receipt # | Payee | Reference | Comment | Status |
|---------------------------------|---------------------------|---------------|--------------|-----------|------------|-----------|-----------|---------------------|-----------|--------------|----------------|
| Shelton Sec 1 | | | | 1 | 160 | 8/5/2002 | 176312 | | PC B/73 | Paid | filed 1-19-00 |
| Grape Creek Estates | James A. Bubba Duncan | | | 20 | 350 | | | | PC B/175 | Deceased | filed 2-29-00 |
| Carlsbad Heights Sec 1 | Daniel & David Jenson | | | 14 | 290 | | Treasurer | | PC E/186 | Paid | filed 1-03-01 |
| Grape Creek Gardens Sec 3 | Sammy Farmer | | | 10 | 250 | | Treasurer | | PC E/187 | Paid | filed 1-11-01 |
| The Oaks North Sec 1 | Diamondedge LLC | | | 32 | 470 | | Treasurer | | PC E/190 | Paid | filed 2-26-01 |
| The Oaks North Sec 2 | Diamondedge LLC | | | 24 | 390 | | Treasurer | | PC E/191 | Paid | filed 2-26-01 |
| The Oaks North Sec 3 | Diamondedge LLC | | | 11 | 260 | | Treasurer | | PC E/192 | Paid | filed 2-26-01 |
| Aldridge | Judy Holik | | | 1 | 160 | 7/25/2002 | 175562 | | PC F/13 | Paid | filed 12-03-01 |
| Frontier Acres Sec 2 | Frontier Real Est& Denton | | | 3 | 180 | 7/18/2002 | 175098 | | PC F/16 | Paid | filed 1-28-02 |
| <u>Notice sent out by Treas</u> | | <u>Jul-02</u> | | | | | | | | | |
| Mesa VerdeSection 2 | Garner & Pope | Surety | SK | 2 | 170 | 3/4/2003 | 188812 | Harold Pope | PC F/20 | Refunded | filed 3-13-02 |
| Mesa VerdeSection 2 | Garner & Pope | Surety | SK | 2 | 170 | 3/4/2003 | 188852 | Surety Title | PC F/20 | Paid | filed 3-13-02 |
| Oak Mountain Est. Sec 1 | Allison & C. Koonce | | SK | 35 | 500 | 3/10/2003 | 189240 | Koonce & Allison | PC E/163 | Paid | filed 3-27-00 |
| Oak Mountain Est. Sec 2 | Allison & C. Koonce | | SK | 76 | 910 | 3/10/2003 | 189240 | Koonce & Allison | PC E/164 | Paid | filed 3-27-00 |
| Fuessel Farm Tracts Sec 2 | Florine Gray | | Bart Johnson | * 3 | * 180 | | | | PC B/44 | * error made | filed 9-29-99 |
| J R Country Estates | JH Edwards & J. Sefcik | | | 14 | 290 | 3/4/2003 | 188847 | Sefcik Construction | PC F/5 | Paid | filed 9-6-01 |
| | | | | | | 3/10/2003 | | Dorothy Edwards | | Returned | |
| Brandon | Merl Brandon | | Sudduth | 3 | 180 | | | | PC A/199 | | filed 7-10-00 |
| Indian Creek Est Sec 2 | W. Hamp Beesley, TR | Beesley | SK | 36 | 510 | | | | PC E/175 | | filed 8-10-00 |
| Walnut Grove Est. | Leonard Branaman | Beesley | SK | 36 | 510 | | | | PC E/184 | | filed 11-13-00 |
| Evergreen Acres | C. Ashley & K. Covey | | SK | 26 | 410 | | | | PC B/41 | | filed 9-14-99 |
| Red Creek West Sec 2 | Calvin McGinty | | Bart Johnson | 2 | 170 | | | | PC F/8 | | filed 10-19-01 |
| Notices mailed Cert. Mail | Clerk- 2/2003 | | Treas-7/2002 | | | | | | | | |
| First Replat TR C-6 Lake Est | Wayne Doucet | SK | SK | 2 | 170 | 2/10/2003 | 187298 | SK Engineering | | New | Set 3/11/03 |
| Northwest Acres | Jeff & Janis Davis | SK | SK | 4 | 190 | 3/4/2003 | 188820 | SK Engineering | | New | Set 3/11/03 |