

Tom Green County Commissioners' Court
JANUARY 13, 2004

At a Regular Meeting of the Commissioners' Court of Tom Green County, Texas, held in the Edd B. Keyes Office Building in San Angelo, Texas, on January 13th, 2004, the following were present:

Clayton Friend, Commissioner Precinct #1
Jodie R. Weeks, Commissioner Precinct #3
Richard S. Easingwood, Jr., Commissioner Precinct #4
Michael D. Brown, County Judge

Karl Bookter, Commissioner Precinct #2 was absent

Judge Michael D. Brown called the meeting to order at 8:34 A.M.

The Pledge of Allegiance was recited and invocation was delivered by Jodie R. Weeks, Commissioner Precinct #3.

Commissioner Friend, seconded by Commissioner Weeks, made a motion, to approve the Consent Agenda as presented:

- A. Approved the minutes of the December 23, 2003 meeting as presented.
- B. Approved county bills from December 24,2003 – January 13,2004 in the amount of \$1,111,560.25; and purchase orders for December, 29, 2003 through January 2, 2004 in the amount of \$7,361.69 and from January 5, through January 9, 2004 in the amount of \$23, 607.00.
- C. Approved the following salary expenditures:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/ CAR ALLOW</u>
KOUNTZ, Archie John	Risk Management	New Hire	01/05/04	N/A	\$1,562.50 S/M	\$50.00 S/M
RAMIREZ, Mario A.	Road & Bridge 2/4	New Hire	01/07/04	13/1	\$ 735.52 S/M	
RODRIGUEZ, Arturo	RKR	New Hire	01/01/04	Stand-By	\$ 7.50 /HR	
BRYAN, Michael T.	Bldg Maintenance	Rehire	01/05/04	13/1	\$ 735.52 S/M	
*SHINN, Tatyana N.	Library	Promotion	01/15/04	21/1	\$1,091.96 S/M	
MENDEZ, Lilia	RKR	Salary Increase	01/01/04	N/A	\$ 668.21 S/M	
*Status Change – P/T to F/T						

and acknowledge the following 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>	<u>SUPP/ CAR ALLOW</u>
BRYAN, Pamela Jo	Jail	Rehire	01/05/04	16/1	\$ 852.90 S/M	
COTTON, Lauren M.	CSCD	New Hire	01/16/04	N/A	\$1,047.50 S/M	
ALLEN-ARMOUR, Jorie	CSCD	Prom/Sal Increase	01/16/04	N/A	\$1,047.50 S/M	
WALKER, Billy Dean	CSCD	Transfer	01/16/04	N/A	\$ 791.77 S/M	
GODINES, Michael L.	CSCD	Salary Increase	11/01/03	N/A	\$ 820.17 S/M	
KING, Michael B.	CSCD	Salary Increase	12/16/03	N/A	\$1,089.42 S/M	
BOYER, Ben	Juvenile Detention	Line Item Chg	11/17/03	N/A	\$ 716.66 S/M	*\$54.17 S/M
SMITH, Greg	Juvenile Detention	Line Item Chg	11/17/03	N/A	\$ 716.66 S/M	*\$54.17 S/M
WADE, Sharon K.	Juvenile Detention	Dismissal	12/19/03	N/A	\$ 974.54 S/M	*\$54.17 S/M
ADAMS, Alisha	Juvenile Detention	Dismissal	12/31/03	N/A	\$ 716.66 S/M	*\$54.17 S/M
MARTINEZ, Gilbert	RKR	Dismissal	12/29/03	Stand-By	\$ 7.50 /HR	
MEYERS, David	RKR	Dropped	12/31/03	Stand-By	\$ 7.50 /HR	
EGBERT, Angela M.	Elections	Dropped	12/31/03	Stand-By	\$ 6.00 /HR	
EGBERT, Ora G.	Elections	Dropped	12/31/03	Stand-By	\$ 6.00 /HR	

DAVIS, Connie J.	Elections	Dropped	12/31/03	Stand- By	\$ 6.00 /HR
WILSON, Mildred C.	Personnel	Resigned	01/05/04	26/4	\$1,505.49 S/M
GRANADO, Duke Pena	Jail	Resigned	01/22/04	16/2	\$ 874.44 S/M
SMITH, Martin L.	Jail	Resigned	01/18/04	16/2	\$ 874.44 S/M
LANDRY, Benjamin	CSCD	Resigned	01/08/04	N/A	\$1,132.96 S/M

*State Funded-Texas Juvenile Probation Center

- D. Accepted report by Justice of the Peace Precincts 2 and 4 pursuant to Section 114.044 of the Local Government Code for November 2003 as a matter of record. (Filed for Review in the Tom Green County Clerk's Office.)
- E. Acknowledged Deed Without Warranty from Tom Green County to William Charley Cheney and wife Sabra Ann Cheney transferring an abandoned road (.105 acres out of Washington County Railroad Company Survey 34, Abstract 5842) in Precinct One. Acknowledged Deed Without Warranty from Tom Green County to Jim Fairchild and wife, Marcia Fairchild for an abandoned road (131 square feet of land out of Washington County Railroad Company Survey 34, Abstract 5842) also in Precinct 1. (Recorded in the Tom Green County Official Public Records.)
- F. Acknowledged receipt of Crime Policy Certification of Coverage for employees of the District Clerk's Office. (Recorded with these minutes as a matter of record.)
- G. Approved setting February 6, 2004 as opening date for RFB 04-016 "1 or more New Full-Size Vehicle."
- H. Accepted the Indigent Health Care Monthly Report for December 2003. (Recorded with these minutes as a matter of record.)

All voted in favor of the motion. Motion carried.

- 5. Becky Harris presented the report for the Roy K. Robb Post-Adjudication Center. The population is at 21. There is one referral coming from Atascosa County on January 16th, 2004 and one coming from Tom Green County. They also expect some referrals from Bexar County next week. She reported that the facility has an 86% success rate after 95 days of discharge. Due to some changes made by the Texas Commission on Alcohol and Drug Abuse (TECADA) to their standards, the facility will now be required to have a Qualified Credentialed Counselor (QCC) on staff. They can no longer contract the services out. Texas Juvenile Probation Commission also revised their standards and now requires a Health Service Coordinator. Existing staff can fill this position and a staff member has been appointed to fill that position. This position has to be supervised by a Health Service Authority. This has to be a medical person but can be on a contract basis. Commissioner Weeks proposed tabling the discussion until the next meeting to allow Ms. Harris and the auditors to come up with some more up-to-date projections, job description, statutory requirements, etc. and to see about getting some extra time from TECADA to get the population up before hiring the QCC. (Recorded with these minutes as a matter of record.)
- 6. County Attorney Chris Taylor presented a resolution to authorize the County Attorney to apply to the Office of the Governor, Criminal Justice Division for a grant to continue the Domestic Violence Prosecution Unit. The Total grant is for \$80,000. The County would pay \$26,666.67 for a total amount of \$106,666. **Judge Brown moved to approve the resolution and authorize the County Attorney to apply to the Office of the Governor, Criminal Justice Division for a grant to continue the Domestic Violence Prosecution Unit. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes as a matter of record.)
- 7. Truman Richey from the Tom Green County Sheriff's Office presented a Resolution to Authorize a Grant Application to the Criminal Justice Division of the Governor's Office to Continue the Family Violence Investigator. The total grant is \$29,651.00. With the matching funds the total would be \$39,977.00. Vehicle, office etc. would be \$2,344.00, which would be an in-kind credit. Cash match would be \$7,650.00. **Commissioner Weeks moved to approve the Resolution to Authorize Grant Application To The Criminal Justice Division**

of the Governor's Office to Continue the Family Violence Investigator with all necessary paperwork signed by the Judge. Commissioner Easingwood seconded the motion and all voted in favor. (Recorded with these minutes as a matter of record.)

8. Truman Ritchey also presented a request to authorize two employees, one from the jail and one from the Sheriff's Office to attend a "Tactical Procurement South Conference and Exposition" in New Orleans. This is for a Special Operations Group the department has formed to handle cell extraction in the case of the jail or hostage situations in the case of the Sheriff's Department. This training is not available locally. The two individuals going are both instructors and would then be able to train others when they return. **Commissioner Weeks moved to approve two employees from the Sheriff's office to attend Tactical Procurement South Conference and Exposition out of state. Commissioner Friend seconded and all voted in favor.**
14. Keith Davis discussed issues relating to architectural services on Library Expansion Project. The library board has recommended that the Commissioner's Court terminate the contract signed March 6, 2001 between Tom Green County and the McLaughlin and Torres Architect, L.L.P. firm. The firm has failed to deliver design development phase documents to Templeton Construction and representations or documentation assuring the county that there would be insurance. **Judge Brown moved that in accordance with Article VII of the agreement between Owner and Architect regarding Tom Green Library, Tom Green County hereby authorizes and directs its counsel to forward written notice to the architectural firm of McLaughlin and Torres Architect, L.L.P. and its partners advising of the termination of the Agreement between Owner and Architect regarding Tom Green Library as executed, entered into and effective between the County and McLaughlin and Torres Architect, L.L.P. on March 6, 2001. Commissioner Friend seconded and all voted in favor. Judge Brown also moved to authorize the Purchasing Director and the Library Director to develop contingency plans for architectural services for the Library Expansion Project. Commissioner Easingwood seconded and all voted in favor.**
9. **Commissioner Weeks moved to approve the purchase of a Husqvarna in the amount of \$7,350.00 from D & M Outdoor power of San Angelo, TX. Judge Brown seconded the motion and all voted in favor.** (Bids recorded with these minutes.)
10. Anita Dunlap from Indigent Health Care presented the Payment Rates for 2004. She requested she be allowed to continue to pay calendar year 2004 billings by percentage versus paying Diagnostic Related Group (DRG.) Using the percentage method saved the county \$91, 225.85 during the 2003 calendar year. **Commissioner Weeks moved that Indigent Health Care Service be allowed to use the percentage method of payment for calendar year 2004. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes as a matter of record.)
11. Mike Loving and Pamela Weishuhn from Environmental Health requested the commissioners consider adopting rules for Tom Green County On-Site Sewage Facilities. The Texas Commission on Environmental Quality requires a revision in the on-site septic system. **Judge Brown moved to approve the Order Adopting Rules of Tom Green County, Texas for On-site Sewage Facilities, subject to approval by the Texas Commission on Environmental Quality. The motion was seconded by Commissioner Friend and all voted in favor.** (Recorded with these minutes as a matter of record.)
12. The Commissioners considered participation in the Texas Statewide VINE program. T. J. Robertson spoke to the court about the importance of the program to victims of violence. The program would notify assault victims of a change in status of the person convicted of the assault. **The item was tabled to allow the County Attorney to contact the people offering the system, review the**

- contract, and obtain several attachments and exhibits that were to accompany the contract.**
13. Larry Justiss, Tom Green County Library Director, requested accepting Loan Star Libraries Grant and authorizing signing of Grant contract. **Commissioner Easingwood moved that the Loan Star Grant be accepted and authorized the County Judge to sign any and all necessary contracts associated with it. Commissioner Weeks seconded the motion and all voted in favor.** (Recorded with these minutes as a matter of record.)
 15. Jacque Anderson presented the resolution to recognize the following persons be appointed to the Water Valley Pioneer Cemetery Advisory Board: Nona Williams, Chairperson, Jarreld Millican Larry Norris, Jacque Anderson, Charlotte Williams. **Motion was made by Commissioner Weeks to approve the resolution as presented (recorded with these minutes). The motion was seconded by Commissioner Friend and all voted in favor of the motion.** (Recorded with these minutes as a matter of record.)
 16. Consideration of the County Clerk's purchase of a bar-code scanner and program was **tabled until more information could be obtained from the vendor.**
 17. **Judge Brown moved that, pursuant to Texas Local Government Code 81.005(D) in accordance with Subsection (C) (2), the primary site for the Commissioners Court will be the Commissioners Courtroom, Located in the Edd B. Keyes Building and other buildings owned, operated by political subdivisions of the State of Texas, within Tom Green County, be alternative sites. Commissioner Weeks seconded the motion and all voted in favor.**
 18. **The County Judge requested that committee appointments for calendar year 2004 be made (recorded with these minutes.).** At the request of the County Treasurer, no commissioner was appointed to the Insurance/Employee benefits board. This was to allow the commissioners to be impartial when presented with alternative Insurance plans. **Commissioner Easingwood moved that the Commissioners Court members' committee appointments for the calendar year 2004 be accepted. Commissioner Weeks seconded the motion and all voted in favor.**
 19. **Judge Brown to approve an Interlocal Agreement with Kerr County to hold Mental Health and Chemical Dependency Hearings for commitments to Kerrville State Hospital. The motion was seconded by Commissioner Friend and all voted in favor.**
 - 19a. No action needed.
 20. Judge Brown explained that according to the Local Government Code, the Commissioners' Court has the option to choose the members of the Salary Grievance Committee either from 9 public members or from the sheriff, tax assessor-collector, county treasurer, county clerk, district clerk, county attorney and the number of public members to provide 9 voting members. **Commissioner Weeks moved that the Grievance committee be made up of 6 elected officials and 3 private citizens. The motion was seconded by Commissioner Friend and all voted in favor. Judge Brown then drew the following names of the public members from the names of persons who served on a grand jury in the preceding calendar year: Julia Lane, Sandra Gaylor and Freeman Sampson.**
 21. No action was taken on anything regarding the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
 22. No Line Item transfers
 23. **Future Agenda Items:**
 - a. Judge Brown set the next meeting of the Commissioners Court for January 28 instead of January 27, as he will be out of town that day.
 24. **Announcements:**
 - a. All elected officials are invited to the January 15th UCRA Clean Rivers Steering Committee Meeting at 9:30 a.m at the Conservancy.
 - b. January 15th is the Grand Opening of the Visitors Center at 3:00 P.M.
 - c. Also on January 15th Elected Official reports are due.
 - d. On Feb 3rd the Pipeline Group will be meeting at the Convention Center for Emergency Responders at 11:30 A.M. and at 6:30 P.M. for all others.

- e. On February 19th during the rodeo, the Dells River Trail Ride Group is coming through Christoval and will set up in Pugh Park.
- f. Tom Green County Fair and Junior Livestock Show begins Friday afternoon (January 17th)
- g. The Investment committee will meet on January 21st at 9:00 A.M.
- h. On January 22nd the United Way Banquet will be held at the C. J. Davidson Center.
- i. On January 29th the Chamber Banquet will be held at 6:00 P.M. at the C. J Davidson Center.

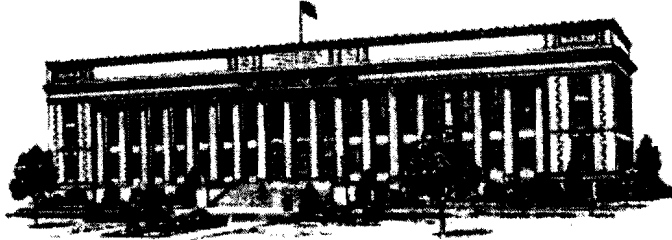
There being no further business, Judge Brown adjourned the meeting at 11:11 A.M.

I, Gary Monico, Chief Deputy for Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on January 13th, 2004.

I hereby set my hand and seal to this record January 19th, 2004.

Gary Monico, Chief Deputy for
Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners' Court

COMMISSIONERS' COURT TOM GREEN COUNTY



MICHAEL D. "MIKE" BROWN
COUNTY JUDGE

January 12, 2004

NOTICE OF SUPPLEMENTAL AGENDA ITEM

THE FOLLOWING ARE HEREBY ADDED TO THE COMMISSIONERS' COURT
AGENDA FOR CONSIDERATION DURING THE REGULAR MEETING OF
JANUARY 13, 2004

19. (A) Consider resolution required for the Tom Green County 2004 Indigent Defense
Formual Grant Application. (Comm. Ct.)

MICHAEL D. BROWN

FILED FOR RECORD
04 JAN 12 AM 9:24
ELIZABETH MC GILL
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

Treasurers' Report on Bills during the Period of

DECEMBER 24, 2003 TO JANUARY 13, 2004

Hand delivered Date: 1/9/04 Time: 3:15p.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

GENO Bank Account Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations; Funds 50 & 55 Dist Attorney Hot Check Funds; the TRAG (CSCD & CRTC State Funds) Bank Account and the TRAGJUV (Juvenile State Funds) Bank Account.

CSCD, CRTC, and Juvenile submit invoices related to TRAG or TRAGJUV accounts to the Auditor for processing. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office before issuance of checks.

Bank Account Code – Budget

GENO – County Budget General Operating Account
TRAG - State Budget CSCD General Operating Account
TRAGJUV- State Budget Juvenile Operating Account
PAYL - Clearing account- Paychecks – Benefits-Deductions
DEBT- Property Tax Budget Bond Issues Operating Account
DA- Operating Account for Sheriff and District Attorney Forfeiture Funds
CAFÉ - Operating Account-Cafeteria Plan Trust-Employee Deductions
95Constr - Operating Account for Detention Construction Funds

Totals

\$666,268.74 All Bank Accounts- Refer to Last Page

\$446,397.37 Payroll-Employee Paychecks 31-Dec-03

\$0.00 Jury Checks

-\$1,105.86 Voids-Month of December-03

\$0.00 Miscellaneous

\$1,111,560.25 Grand Total

Submitted by Dianna Spieker by Johnnie Jensen, Dianna Spieker, County Treasurer
Prepared by Christy Wallace, Deputy Treasurer

Dianna M Spieker 1-13-04

Approved in Commissioner's Court on 1/13/04

Clayton Friend

Clayton Friend, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Jodie Weeks

Jodie Weeks, Commissioner Pct #3

Richard Easingwood, Jr.

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

Certification of Coverage

Insured: Employees of Tom Green County
District Clerk

Address: 124 W. Beauregard

San Angelo, TX 76903

POLICY PERIOD: 12:01 A.M. STANDARD TIME AT PLACE OF ISSUANCE
FROM : 1/1/2004 **TO:** 1/1/2007

COMPANY: St. Paul Fire & Marine Ins.

BINDER NUMBER:

POLICY NUMBER: BINDER339924

THE ABOVE NAMED COMPANY agrees with the named insured in consideration of the payment of the estimated premium and subject to all the terms of this certificate as follows: THE COMPANY ACKNOWLEDGES itself bound by the terms, conditions, and limitation of the policy of insurance in current use by the company for the kind of insurance specified in the schedule of insurance forming a part hereof for the period shown above or until such earlier date as the actual policy may be issued.

SCHEDULE OF INSURANCE

Description of coverages, limits of liability, and location (if other than mailing address)

CRIME POLICY

\$250,000. Forgery or Alteration

\$ 2,500. Deductible

\$250,000. Inside the Premises – Theft of Money & Securities

\$ 2,500. Deductible

\$250,000. Outside the Premises – Theft of Money & Securities

\$ 2,500. Deductible

LOSS PAYEE OR MORTGAGEE:

(Name and Address):

THIS CERTIFICATION SHALL BE TERMINATED as of inception by the issuance of the policy and the estimated premium shall be credited to the policy premium.

ESTIMATED PREMIUM: \$3,321.00

DATE OF ISSUE: 12/29/2003

bhp

AUTHORIZED SIGNATURE: J. MARSHALL HULING



Summit Global Partners, Inc.

133 West Concho Suite 301, P.O. Box 1111, San Angelo, TX 76902 325-655-5656

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name TOM GREEN COUNTYReport for (Month/Year) December 2003

Amendment of the Report for (Month/Year) _____

I. Caseload Data

Number of eligible individuals at the end of the report month	169
Number of SSI appellants within caseload at the end of report month	46

II. Creditable Expenditures During Report Month

Physicians Services	1. 29,227.98	
Prescription Drugs	2. 5,908.97	
Hospital, Inpatient Services	3. 31,991.75	
Hospital, Outpatient Services	4. 25,140.48	
Laboratory/X-Ray Services	5. 2,643.22	
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. 6,511.94	
Total Expenditures (Add #1 through #10.)		11. 101,424.34
Reimbursements Received (Do not include State Assistance.)	12. (350.00)	
6% Case Review Findings (\$ in error)	13. ()	
Total to be deducted (Add #12 + #13.)		14. (350.00)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. 101,074.34

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 327,469.16General Revenue Tax Levy (GRTL) \$ 18,812,990.008% of GRTL \$ 1,505,039.20 6% of GRTL \$ 1,128,779.40

Anita I. Dunlap
Signature of Person Submitting Report

1/5/04
Date

Print Name and Title Anita I. Dunlap, TGC Indigent Health Care Administrator

**Roy K. Robb Post-Adjudication Facility
Report
January 13, 2004**

- **Population--21**
- **Referrals--2**
 - **Atascosa County--arrival Jan. 16, 2004**
 - **Tom Green County**
- **Will be receiving referrals from Bexar County next week**
- **End of Year (2003) Statistics**
 - **Intakes--58 (2002--42)**
 - **Discharges--55 (2002--51)**
 - **Avg. Monthly Population--24 (2002--25)**
 - **Total number of residents released from facility since fall of 1999--227**
 - **196 Residents successfully discharged--86% success after 90 days of discharge (do not relapse)**
- **Marketing plans**
 - **Cash going to Southeast Texas**
 - **Becky going to West Texas**

**RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO
APPLY TO THE OFFICE OF THE GOVERNOR, CRIMINAL
JUSTICE DIVISION, FOR A GRANT TO CONTINUE THE
DOMESTIC VIOLENCE PROSECUTION UNIT**

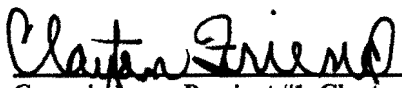
WHEREAS, the Commissioners Court of Tom Green County finds it in the best interest of the citizens of Tom Green County, that the Tom Green County Attorney's Office Domestic Violence Prosecution Unit be operated for 2004; and

WHEREAS, the Commissioners Court of Tom Green County agrees to provide applicable matching funds for the said project as required by the Violence Against Women Act; and

WHEREAS, the Commissioners Court of Tom Green County agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Tom Green County assures that the funds will be returned to the Criminal Justice Division in full.


WHEREAS, the Commissioners Court of Tom Green County designates Michael D. Brown, Tom Green County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Tom Green County approves submission of the grant application for the Tom Green County Attorney's Office Domestic Violence Prosecution Unit to the Office of the Governor, Criminal Justice Division.

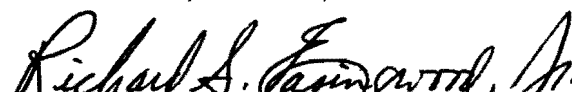


Commissioner, Precinct #1, Clayton Friend

Commissioner, Precinct #2, Karl Bookter



Commissioner, Precinct #3, Jodie Weeks



Commissioner, Precinct #4, Richard Easingwood



County, Judge Michael D. Brown

Grant Budget Form

1. a) Legal Name of Organization:	Tom Green County			
b) Title of Project:	Tom Green County Attorney's Office Domestic Violence Prosecution Unit			
c) Grant Period:	From:	9/1/2004	To:	8/31/2005
d) Grant Number:	WF-02-V30-13500-05			

2. ENTER Minimum Match Percentage (If Applicable):	0%	3. ENTER CJD Requested Amount:	\$80,000
4. ENTER Program Income Applied to this Budget (If Applicable):	\$0		
5. Minimum Match Amount:	\$0	6. Total Project Cost Amount:	\$80,000

BUDGET DETAIL

PERSONNEL	Salary % Applied to the Grant	CJD Funds	Cash Match	In-Kind Match	Total
Prosecutor	92.00%	\$40,000	\$2,025		\$42,025
Prosecutor	37.00%	\$10,000	\$7,442		\$17,442
Investigator	100.00%	\$30,000	\$4,496		\$34,496
Fringe Benefits	100.00%	\$0	\$15,194		\$15,194
CONTRACTUAL AND PROFESSIONAL SERVICES		CJD	Cash	In-Kind	Total
					\$0
TRAVEL AND TRAINING		CJD	Cash	In-Kind	Total
In-state travel and training costs			\$0		\$0
EQUIPMENT		CJD	Cash	In-Kind	Total
					\$0
SUPPLIES AND DIRECT OPERATING EXPENSES		CJD	Cash	In-Kind	Total
Vehicle Lease			\$0		\$0
Vehicle Operating Costs			\$0		\$0
Office Supplies			\$0		\$0
INDIRECT COSTS (the Direct Costs Against Which the Indirect Rate is Charged)		CJD Direct Costs	Match Direct Costs	Indirect Rate	Total
					\$0

BUDGET SUMMARY

BUDGET CATEGORIES	CJD	CASH	IN-KIND	TOTAL
PERSONNEL	\$80,000	\$29,157	\$0	\$109,157
CONTRACTUAL AND PROFESSIONAL SERVICES	\$0	\$0	\$0	\$0
TRAVEL AND TRAINING	\$0	\$0	\$0	\$0
EQUIPMENT	\$0	\$0	\$0	\$0
SUPPLIES AND DIRECT OPERATING EXPENSES	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS:	\$80,000	\$29,157	\$0	\$109,157
INDIRECT COSTS	\$0	\$0	\$0	\$0
TOTAL:	\$80,000	\$29,157	\$0	\$109,157
Total Match:		\$29,157		
Actual Match Percentage Applied to this Budget:		26.71%		
Grant Number:		WF-02-V30-13500-05		

GRANT APPLICATION CERTIFICATION FORM

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
P.O. Box 12428
AUSTIN, TEXAS 78711
512/463-1919
FAX: 512/475-2440

WWW.GOVERNOR.STATE.TX.US

Applicants must complete and submit this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must read, agree, fully understand and comply with the requirements listed within in each form of this Grant Application Kit as detailed below.

PART I: CERTIFICATIONS

The grant applicant must:

1. SELECT 'Certify' or 'Unable to Certify' for each document that has been certified as true and correct by the Authorized Official.
2. If you SELECTED 'Unable to Certify':
 - a) a brief explanation must be given why the document cannot be certified at the time the grant application kit is submitted to CJD; and
 - b) a date must be ENTERED that notifies CJD when your organization anticipates that the Authorized Official will be able to certify and submit the document to CJD.

Description of Document	"I Certify"	"Unable to Certify"	Explanation (ex: Incomplete, Not Applicable, etc.)	Date
Determine Eligibility Form *	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
VAWA Project Narrative & Summary Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Comprehensive Certification and Assurances – Federal Funds Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Cooperative Working Agreement Purpose and Participant Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Financial Capability Questionnaire Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Coversheet Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Budget Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Match – GPI Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

* Critical: The grant applicant must complete the **Determine Eligibility Form** in its entirety and submit to CJD with the grant application kit. If any portion of the form is left incomplete and the Authorized Official is unable to certify and/or submit the form, your project will be considered ineligible and will not be reviewed by CJD.

PART II: ATTACH RESOLUTION FORM

The **Resolution** from the governing body must be submitted along with the **Grant Application Certification Form** to CJD. Please indicate the status of this document below:

1. a) Is the Resolution Form attached to the certification form?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) If you selected 'No', PROVIDE a brief explanation for the delay and the date that your organization anticipates submission to CJD:				Date

PART III: SIGNATURE

The organization's Authorized Official hereby assures and certifies their authorization for the submission of this grant application kit in it's entirety to the Office of the Governor, Criminal Justice Division.

Tom Green County Attorney's Office
Applicant's Organization

Domestic Violence Prosecution Unit
Project Title

Michael D. Brown, County Judge
Name and Title of the Authorized Official


Signature of the Authorized Official

1/13/2004
Effective Date

**RESOLUTION TO AUTHORIZE GRANT APPLICATION TO THE
CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE
TO CONTINUE THE FAMILY VIOLENCE INVESTIGATOR**

Whereas, The Tom Green County Commissioner's Court finds it in the best interest of the citizens of Tom Green County that the Family Violence Investigator be operated for 2004-2005;
And

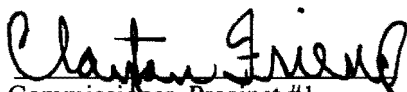
Whereas, The Tom Green County Commissioner's Court agrees to provide applicable matching funds for the said project as required by The Criminal Justice Division grant application; and

Whereas, The Tom Green County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Tom Green County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.


Whereas, The Tom Green County Commissioner's Court designates the Tom Green County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.


Now therefore, be it resolved that The Tom Green County Commissioner's Court approves submission of the grant application for the Family Violence Investigator to the Office of the Governor, Criminal Justice Division.


ADOPTED this the 13th day of January 2004


Commissioner, Precinct #1
Clayton Friend

Commissioner, Precinct #2
Karl Booker


Commissioner, Precinct #3
Jodie Weeks


Commissioner, Precinct #4
Richard Easingwood


County Judge, Michael D. Brown

GRANT APPLICATION CERTIFICATION FORM

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
P.O. Box 12428
AUSTIN, TEXAS 78711
512/463-1919
FAX: 512/475-2440
WWW.GOVERNOR.STATE.TX.US

Applicants must complete and submit this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must read, agree, fully understand and comply with the requirements listed within in each form of this Grant Application Kit as detailed below.

PART I: CERTIFICATIONS

The grant applicant must:

1. SELECT 'Certify' or 'Unable to Certify' for each document that has been certified as true and correct by the Authorized Official.
2. If you SELECTED 'Unable to Certify':
 - a) a brief explanation must be given why the document cannot be certified at the time the grant application kit is submitted to CJD; and
 - b) a date must be ENTERED that notifies CJD when your organization anticipates that the Authorized Official will be able to certify and submit the document to CJD.

Description of Document	"I Certify"	"Unable to Certify"	Explanation (ex: Incomplete, Not Applicable, etc.)	Date
Determine Eligibility Form *	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
VAWA Project Narrative & Summary Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Comprehensive Certification and Assurances – Federal Funds Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Cooperative Working Agreement Purpose and Participant Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	
Financial Capability Questionnaire Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	
Coversheet Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Budget Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Match – GPI Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

* Critical: The grant applicant must complete the **Determine Eligibility Form** in its entirety and submit to CJD with the grant application kit. If any portion of the form is left incomplete and the Authorized Official is unable to certify and/or submit the form, your project will be considered ineligible and will not be reviewed by CJD.

PART II: ATTACH RESOLUTION FORM

The **Resolution** from the governing body must be submitted along with the **Grant Application Certification Form** to CJD. Please indicate the status of this document below:

1. a) Is the Resolution Form attached to the certification form?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) If you selected 'No', PROVIDE a brief explanation for the delay and the date that your organization anticipates submission to CJD:			Date	

PART III: SIGNATURE

The organization's Authorized Official hereby assures and certifies their authorization for the submission of this grant application kit in it's entirety to the Office of the Governor, Criminal Justice Division.

Tom Green County Sheriffs' Office
Applicant's Organization

Family Violence Investigator
Project Title

Michael D. Brown, County Judge
Name and Title of the Authorized Official


Signature of the Authorized Official

1-13-04
Effective Date

Liz

RFB 04-018 Heavy Duty Commercial Zero Turn Mower SpreadSheet
Dec.8th,2003

Vender	D& M Outdoor Power San Angelo, TX	Concho Bike Shop San Angelo, TX	Porter Henderson Implement San Angelo, TX	Angelo Air Cooled Engine San Angelo, TX
Make	Husqvarna	Ferris	John Deere	Gravely
Model	ZTH6125XPLQL	IS300ZX	777 Z- Trak	260Z27KO
Price	\$ 7,350.00	\$ 7,700.00	\$ 7,899.00	\$ 7,899.00
Est Delivery	7to10 days of order	approx. 14 days	2-3 weeks from Delivery	any
warranty	2yr Commercial on mower 3yr commercial on spindles		2yr complete machine parts and labor	
Total	\$ 7,350.00	\$ 7,700.00	\$ 7,899.00	\$ 7,899.00

**ORDER ADOPTING RULES OF TOM GREEN COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES
PREAMBLE**

WHEREAS, the Texas Commission on Environmental Quality has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Tom Green County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Tom Green, Texas; and

WHEREAS, the Commissioners Court of Tom Green County, Texas finds that the use of on-site sewage facilities in Tom Green County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Tom Green County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Tom Green County, Texas.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF TOM GREEN
COUNTY, TEXAS:**

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Tom Green County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Tom Green County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility order for Tom Green County.

SECTION 5. CHAPTER 366.

The County of Tom Green Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

(A) The Rules shall apply to all the area lying in Tom Green County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Tom Green County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Tom Green County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

SECTION 10. AMENDMENTS.

The County of Tom Green, Texas wishing to adopt more stringent Rules for its On-Site Sewage Facility Order understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirement. Listed below are the more stringent Rules adopted by Tom Green County, Texas:

- (A) Tom Green County does not exclude properties of 10 acres or greater from the permitting process. All on-site sewage facilities in Tom Green County must be permitted and inspected by the authorized agent.
- (B)

SECTION 11. DUTIES AND POWERS.

The OSSF Inspector of Tom Green County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Tom Green County, Texas.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Tom Green County, Texas.

SECTION 14. PENALTIES.

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code and 30 TAC Chapters 30 and 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Tom Green County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 16. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS 13 DATE OF January, 20 .

APPROVED:



County Judge

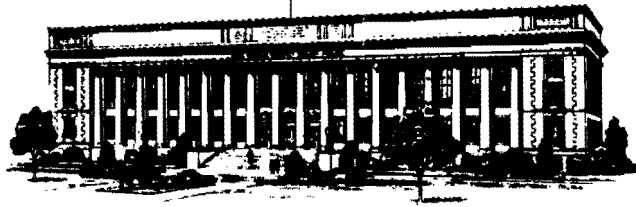
(SEAL)



ATTEST:

By Ray M. Monico, Deputy
County Clerk

TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF

Tom Green County Indigent Health Care
113 West Beauregard Ave.
San Angelo, Texas 76903
(325) 659-6504

January 5, 2004

Tom Green County Commissioner's Court
113 West Beauregard Ave.
San Angelo, Texas 76903

RE: PAYMENT RATES FOR YEAR 2004

After careful consideration and twelve (12) months of research (enclosed), Tom Green County Indigent Health Care has made the decision to pay calendar year 2004 billings by percentage versus paying Diagnostic Related Group (DRG). The decision is based upon several contributing factors, as follows:

2003 Percentages & Standard Dollar Amount (SDA) per facility

San Angelo Community Medical Center
Inpatient Percentage Rate 42%
Outpatient Percentage Rate 47%
Standard Dollar Amount (SDA) = \$3,692.94 (x) Relative Rate

Shannon Medical Center
Inpatient Percentage Rate 49%
Outpatient Percentage Rate 56%
Standard Dollar Amount (SDA) = \$3,007.73 (x) Relative Rate

Affirmative Action/Equal Opportunity Employer

2004 Percentages & Standard Dollar Amount (SDA) per facility

San Angelo Community Medical Center

Inpatient Percentage Rate 41%

Outpatient Percentage Rate 41%

Standard Dollar Amount (SDA) = \$3,446.81 (x) Relative Rate

Shannon Medical Center

Inpatient Percentage Rate 50%

Outpatient Percentage Rate 35%

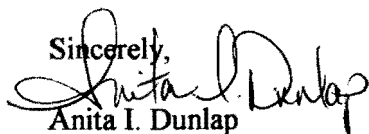
Standard Dollar Amount (SDA) = \$3,059.11 (x) Relative Rate

Comparing calendar year 2003 Percentages & Standard Dollar Amount (SDA) with calendar year 2004 Percentages & Standard Dollar Amount (SDA), it is apparent San Angelo Community Medical Center percentages have been reduced along with the Standard Dollar Amount (SDA).

Comparing calendar year 2003 Percentages & Standard Dollar Amount (SDA) with calendar year 2004 Percentages & Standard Dollar Amount (SDA), it is apparent Shannon Medical Center 'Inpatient' percentages have increased by one (1) percent. The 'Outpatient' percentages have been reduced by twenty-one (21) percent. The Standard Dollar Amount (SDA) increased by fifty-one dollars and thirty-eight cents (\$51.38). Note: The majority of expenditures for Indigent Health Care are "Outpatient" expenditures.

With the information described above, along with the savings of \$91,225.85 for calendar year 2003, it would be beneficial for Tom Green County Indigent Health Care to continue paying billings for calendar year 2004 by percentage rates.

If you have any questions or comments, please do not hesitate calling the Indigent Health Care office at 659-6504 or 659-6566. As always, the invitation for you to stop by and discuss this matter is an option available to you.

Sincerely,

Anita I. Dunlap

Tom Green County Indigent Health Care Administrator

Comparison Chart 'DRG' vs. 'Percentage' for calendar year 2003

<u>Month</u>	<u>Amount IF Pd. By DRG</u>	<u>Amount Pd. By %</u>	<u>Difference</u>	<u>Saved or Loss</u>
January, 2003	\$ 58,368.91	\$ 49,670.55	\$ 8,698.36	Saved
February, 2003	\$ 62,843.33	\$ 37,066.52	\$ 25,776.81	Saved
March, 2003	\$ 53,531.98	\$ 54,929.85	\$ (1,397.87)	Loss
April, 2003	\$ 5,665.06	\$ 3,498.67	\$ 2,166.39	Saved
May, 2003	\$ 110,322.74	\$ 87,205.17	\$ 23,117.57	Saved
June, 2003	\$ 32,716.06	\$ 28,000.04	\$ 4,716.02	Saved
July, 2003	\$ 74,512.00	\$ 76,555.06	\$ (2,043.06)	Loss
August, 2003	\$ 20,564.77	\$ 24,949.56	\$ (4,384.79)	Loss
September, 2003	\$ -	\$ -	\$ -	-
October, 2003	\$ 89,583.48	\$ 81,305.39	\$ 8,278.09	Saved
November, 2003	\$ 40,122.68	\$ 20,612.76	\$ 19,509.92	Saved
December, 2003	\$ 22,589.45	\$ 15,801.04	\$ 6,788.41	Saved
	\$ 570,820.46	\$ 479,594.61	\$ 91,225.85	Saved

TEXAS STATE LIBRARY & ARCHIVES COMMISSION

LOAN STAR LIBRARIES GRANT

Grant Type C - Under \$20,000

Grant # 442-04416

ORIGINAL

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Grantee: Tom Green County, Tom Green County Library System
113 W Beauregard Ave
San Angelo, Texas 76903

II. TERM OF GRANT

September 1, 2003, to August 31, 2004

III. GRANTOR CERTIFICATION

The Grantor certifies that (1) the services specified below are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (3) the grant is in compliance with Texas Government Code § 441.0091 et. seq., Grant Program for Local Libraries; Texas Government Code § 441.006, General Powers and Duties; and, the Uniform Grant Management Standards (UGMS).

IV. GRANT AMOUNTS

A. The total amount of the grant shall not exceed: \$9,617

B. Source of funds: General Revenue
State Fiscal Year 2004

TSLAC's accounting codes: Index Code 24411
Object Code 7612

C. Payment for this grant award will be funded in full upon delivery of a legally executed contract to Grantor. Grantee should receive payment within 10 days after TSLAC receives the executed contract, provided all requirements for preceeding contracts have been fulfilled.

D. Budget:

Personnel	
Fringe Benefits	
Equipment/Property	
Supplies	\$9,617
Contractual	
Other	
Total	<u>\$9,617</u>

These budget categories are defined in UGMS, Section II, Attachment B and in the Loan Star Libraries Award Letter Packet.

V. WRITTEN PRIOR APPROVALS FOR FISCAL AND PROGRAMMATIC CHANGES

- A. The Grantor must give written prior approval for any of the following fiscal changes:
1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant.
 2. Transferring any funds into a budget cost category that currently equals zero (\$0).

Written prior approval is to be requested on the Loan Star Libraries Grant **Program Revision** Form and shall be requested when nearing the 10% limit, or within 30 days of the end of the grant term. This provision does not allow the total grant amount to be exceeded. All prior approvals must be requested by August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

- B. The Grantor must give written prior approval for any of the following programmatic changes to the application (Loan Star Libraries Grants Plan of Action for State Fiscal Year 2004).
1. Changing key persons specified in the grant; however, none of the personnel are considered key personnel for the purpose of this section.
 2. Obtaining the services of a third party to perform activities that are central to the purposes of the grant.
 3. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

Written prior approval is to be requested on the Loan Star Libraries Grant **Program Revision** Form. All prior approvals must be received by Grantor by August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

The Grantor hereby gives prior approval for the items specified under the cost categories outlined below, if any. Before the Grantee obligates or expends grant funds for additional items in the following cost categories, the Grantor must give written prior approval. Written prior approval is to be requested on the Program Revision form. Written prior approval is also required if an item's cost or features are substantially different from what the grant specifies, or from a previous Program Revision. All Program Revision forms must be received by Grantor on or before August 2, 2004. **Approvals received after this date will be considered on a case-by-case basis.**

COST CATEGORIES

1. Preaward Costs
None
2. Insurance (if not required by the grant)
None
3. Rearrangements and Alterations of Facilities
None
4. Equipment/Property
None

Subject to the obligations and conditions set forth in Uniform Grant Management Standards (UGMS) Section III, Subpart C.32 (a), title to equipment acquired under a grant will vest upon acquisition in the Grantee. The Grantee must include any Equipment/Property acquired with grant funds in the required bi-annual property inventory, and follow UGMS guidelines for property disposal.

Equipment/Property is hereby defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the capitalization amount established by Grantee's governing entity. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with a Prior Approval Request Form. This category includes equipment, furniture, library materials, etc., purchased wholly or in part with grant funds. The prior approval amount is the total capital expenditure amount, which is defined as the cost of the equipment and /or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from, capital expenditure cost in accordance with the Grantee's regular accounting practices.

VI. STATEMENT OF SERVICES TO BE PERFORMED

The Grantee will comply during the period of this contract and provide services outlined within the grant application (Loan Star Libraries Grants Plan of Action for SFY 2004) as approved by the Grantor.

VII. TERMS AND CONDITIONS

- A. The Grantee will comply with the Loan Star Libraries Administrative Rules for SFY 2004. Note that per 2.165(c) of the Rules, assurances relating to non-resident fees or TexShare Library Card Program are in effect for entire term of grant contract.
- B. The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular local community access to and services from the many participating public libraries in Texas.
- C. The Grantee will comply with the Rules for Administering the Library Systems Act. Note that Grantee must continue to meet system membership requirements to be eligible for future grants, per *Texas Government Code* 441.138(c).
- D. The Grantee will comply with the following three parts of the Governor's Office of Budget and Planning, Uniform Grant Management Standards (UGMS), revised January 2001, located at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS012001.doc>.
 - 1. Cost Principles for State and Local Governments and Other Affected Entities (adapted from OMB Circular A-87)
 - 2. State Uniform Administrative Requirement for Grants and Cooperative Agreements (adapted from OMB Circular A-102)
 - 3. Audits of States, Local Governments, and Non-Profit Organizations, Single Audit Act (adapted from OMB Circular A-133)
- E. The Grantee will send the Grantor a copy of any management letters issued by the auditor with the reporting package (or written notification, as applicable). The audit's *Schedule of Expenditures of Federal and State Awards* will list the amount of awards expended for each award year separately.
- F. The Grantee may not obligate grant funds after August 31, 2004. By October 15, 2004, all obligations must be liquidated. Any interest accrued above \$100 must be returned to Grantor, per requirements in UGMS. **All unexpended funds less than \$25 should be retained by the Grantee. If unexpended funds are above \$25, the entire amount must be returned to Grantor along with the final Financial Status Report due November 15, 2004.**
- G. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in box 12 of the Financial Status Report.
- H. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee agrees to provide the Grantor with one (1) set of any public relations materials produced under this grant.

- I. The Grantee certifies by this contract that it will comply with the Assurances – Non-Construction Programs (OMB Standard Form 424B), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and the Certification Regarding Lobbying as submitted to the Grantor. Additional assurances are listed in UGMS, Subpart B.14.
- J. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements.
- K. The Grantee agrees to maintain records on all equipment/property with an acquisition cost that exceeds the governing entity's capitalization level. The Grantee will reconcile the equipment/property records with a physical inventory of the equipment/property every two years.

The UGMS Subpart C, Sec. 32, (d) (3) requires certain items of equipment (stereo systems, still and video cameras, facsimile machines, VCRs and VCR/TV combinations, and cellular and portable telephones) to be maintained on inventory if their cost is above \$500, or if they could be easily lost or stolen.

Subject to the obligations and conditions set forth in the UGMS Section III, Subpart C, Sec. 32 (a), title to equipment acquired under a grant will vest upon acquisition in the Grantee. When property is vested in the Grantee, the Grantee will dispose of equipment/property in accordance with the UGMS Subpart C, Sec. 32, (e).

- L. The Grantee agrees to submit the Equipment/Property Acquired Form by October 29, 2004, for all equipment/property purchased during the current grant year.
- M. The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. The Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

The Grantee agrees to submit the Loan Star Libraries Performance Report for Loan Star Libraries Grants according to the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2003 – February 29, 2004	March 5, 2004
March 1, 2004 - August 31, 2004	September 6, 2004

If library materials ordered with grant funds are received after the end of the grant year, a final Loan Star Libraries Performance Report may also be required covering receipt of those materials. This final Report will be due on or before November 15, 2004.

Note: Per Rule 2.165 (e), future funds will not be awarded to a library until all requirements for all preceding contracts have been fulfilled.

- N. The Grantee agrees to submit the Financial Status Report for this contract according to the following schedule

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2003 – February 29, 2004	March 26, 2004
March 1, 2004 - August 31, 2004	September 27, 2004

If necessary, a final Financial Status Report is due on or before November 15, 2004.

- O. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other Grantee records according to Section II, Subpart C.42, of UGMS. In general, Grantees must maintain records for a minimum of three years from the date the Grantee submits to Grantor the last single audit or audit report for the grant period.

VIII. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by the awarding agency;
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (3) Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 - (4) Withhold further awards for the program; or
 - (5) Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable, unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:

- (1) The costs result from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancelable; and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under E.O. 12549 (see UGMS Section III, Subpart C, Sec. 35) and state law.

IX. CONTACTS AT TSLAC

Questions or concerns about programmatic issues and Program Revision Requests should be directed to this grant's Project Manager:

Wendy Clark
Manager, Loan Star Libraries Program
Phone: 512-463-5475
Fax: 512-463-8800
E-mail: wendy.clark@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Mary Lopez
Manager, Accounting and Grants Department
Phone: 512-463-6626
Fax: 512-475-0185
E-mail: mlopez@tsl.state.tx.us

Fax reports to:

Sandra Justice
Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: sjustice@tsl.state.tx.us

Payments to the Grantor, such as those for interest earned each quarter on advanced funds, should be mailed with an explanation of the purpose of the payment and the grant number to:

Sandra Justice
Grants Accountant
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

X. APPLICABLE AND GOVERNING LAW

- A. This grant shall be governed by the laws of the State of Texas. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XI. SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Donna Osborne, Chief Fiscal Officer

Date

GRANTEE

**Tom Green County, Tom Green County
Library System**

Signature (Must be an official empowered
to enter into contracts)

Typewritten or Printed Name

Title

Date

RESOLUTION

- WHEREAS,** In 1930 Mr. and Mrs. D. M. Arnold donated an acre of land to the County Judge of Tom Green County and his successors in office of the County of Tom Green, the State of Texas for the purpose and use stated as a graveyard for the Water Valley Community; and
- WHEREAS,** In 1946 Mr. And Mrs. W. S. Armstrong donated an adjoining acre to the Water Valley Cemetery; and
- WHEREAS,** In 2000 Bill V. Davis donated by Quit Claim Deed 1.341 acres, more or less, adjoining the first two acres of the Water Valley Cemetery Association for a total cemetery acreage of 3.341 acres, more or less, and
- WHEREAS** On January 24, 1994, the Tom Green County Commissioners' Court approved the appointment of an Advisory Board for the Water Valley Cemetery; and
- WHEREAS,** The Water Valley Cemetery Advisory Board shall be authorized to conduct the everyday affairs of the cemetery, allocate space, provide for the upkeep of the spaces and markers, and to accept in trust and expend funds donated to the Water Valley (Now named Water Valley Pioneer Cemetery); and,
- WHEREAS,** Such funds shall be deposited in the appropriate account with a financial institution and shall be subject To audit by the Tom Green County Auditor; and

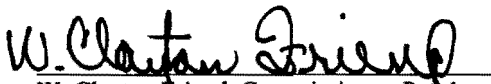
NOW THEREFORE BE IT RESOLVED, that the Commissioners' Court of Tom Green County, Texas recognize that the following persons be appointed to the Water Valley Pioneer Cemetery Advisory Board.

Nona Williams	-	Chairperson
Jarrel Millican	-	Vice Chairperson
Larry Norris	-	Treasurer
Jacque Anderson	-	Secretary
Charlotte Williams	-	Member

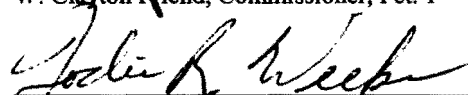
PASSED AND APPROVED by **TOM GREEN COUNTY COMMISSIONERS' COURT** IN **TOM GREEN COUNTY, TEXAS**, ON THIS THE 13 DAY OF JANUARY, 2004.



Michael D. Brown, County Judge




W. Clayton Friend, Commissioner, Pct. 1



Jodie R. Weeks, Commissioner, Pct 3

Absent

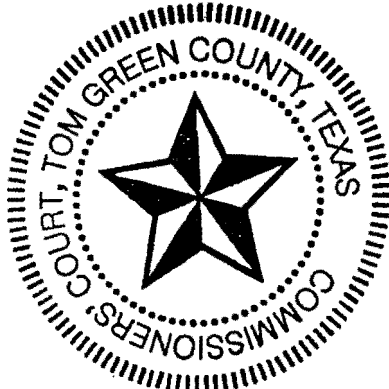
Karl W. Bookter, Commissioner, Pct. 2



Richard S. Easingwood, Jr., Commissioner, Pct. 4

ATTEST:

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; W. Clayton Friend, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Jodie R. Weeks, Commissioners, Pct 3; and Richard S. Easingwood, Jr., Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated. Subscribed and acknowledged before me by the said County Officials, on this the 13th day of January, 2004.



Attest:

For Amy M. Monica, Deputy

ELIZABETH MCGILL, County Clerk
Tom Green County, Texas

TGC COMMISSIONERS' COURT MEMBER COMMITTEE APPOINTMENTS

Current Appointments in Larger font	CLAYTON FRIEND	KARL BOOKTER	JODIE WEEKS	RICHARD EASINGWOOD	MIKE BROWN	MEMBERS
COMPUTER ADVISORY	1/13/04	1/1/00	1/8/02	1/28/03	XXX	SUSAN/MITCH, LARRY, ANNE
CONSTRUCTION		1/2000-2004			XXX	
CVCOG GENERAL ASSEMBLY	1/13/04 ALT	1/13/04	1/28/03	1/28/03 - Alt.	Exec. Comm	
CVCOG SOLID WASTE GRANTS	1/28/03 - Alt.	1/13/04	1/28/03	1/13/04-Alt		
EMPLOYEE ENRICHMENT			1/13/04			PERS. ADM., SUSAN COUNTS, ANNE BRAMBLE-EX OFF. Member)
HOUSING FINANCE	1/8/2002-04	1/8/2002-04	1/8/2002-04	1/8/2002-04	1/8/2002-04	
INSURANCE/EMPLOYEE BENEFITS						DIANNA, STAN, JOHNNY, ARCHIE KOUNTZ, & GINA DUNN
INVESTMENT ADVISORY created 1996		1/1/00	1/8/02	1/28/2003-04	XXX	DIANNA, STAN (Commissioner rotates every 2 yrs)
LOSS CONTROL	2002-04		1/4/98	1/2/00		ARCHIE, TRUMAN, SHERI, DON, JAVIER, KARL (Braden)
AND INCIDENT REVIEW	2002-04					ARCHIE, TRUMAN, DIANNA
METROPOLITIAN PLANNING	2001-2003	2000-2004			XXX	
OFFICE SPACE ALLOCATION created 9/99	1/8/02	1/13/04		9/99-2002	XXX	DON
PERSONNEL POLICY	1/1/00	1/8/02	1/13/04	1/13/04		PERS. ADM., LARRY, DIANNA, STAN
REFACTORING						PERS. ADM., LARRY, DIANNA & Alt. = Anne
SALARY GRIEVANCE 2004						6 OFFICIALS & 3 CITIZENS
VEHICLE USE POLICY created 1/03					1/13/04	ARCHIE KOUNTZ, MARK HORNER, TRUMAN RICHIE

TGC COMMISSIONERS' COURT MEMBER COMMITTEE APPOINTMENTS

DEFUNCT COMMITTEES:											
SALARY & BENEFITS			???	???	XXX						
INSURANCE		XXX		XXX							
HEALTH BENEFITS			1/12/1999								
W. C. CLAIMS MANAGEMENT*	XXX					REBECCA WARNICK, DIANNA SPIEKER					
MOWING OF COUNTY PARKS	1997	1997									
EJT TO MEET WITH DAVID THURMAN		1/8/02	1/8/02								

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STATE OF TEXAS §
§
COUNTY OF KERR §

**INTERLOCAL AGREEMENT FOR MENTAL HEALTH, MENTAL
RETARDATION AND CHEMICAL DEPENDENCY COMMITMENT
HEARINGS AND PSYCHOACTIVE MEDICATION HEARINGS AT
KERRVILLE STATE HOSPITAL**

This agreement is entered into on this the _____ day of JUL 12 2004, 2004, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of **Tom Green County**, Texas, hereinafter "**Tom Green**," and the Commissioners' Court of Kerr County, Texas, hereinafter "**Kerr**," for the purpose of providing certain services relating to mental health, mental retardation and chemical dependency commitment hearings as well as certain services relating to psychoactive medication hearings for residents of Tom Green County, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas.

WHEREAS, Tom Green County, Texas, on occasion has residents who are in need of court-ordered mental health services, mental retardation services and court-ordered chemical dependency treatment available, by commitment to the Kerrville State Hospital, as well as residents who are patients at Kerrville State Hospital and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 462 (Treatment of Chemically Dependent Persons) of the Code recites the statutory scheme whereby court-ordered treatment for chemical dependency may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 593 (Admission and Commitment to Mental Retardation Services) of the Code recites the statutory scheme whereby mental retardation services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 (§ 573.001) of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

WHEREAS, § 462.062 (b) of the Code provides that an application for court-ordered treatment of chemically dependent persons must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving treatment services by court order or under § 462.041 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 593.041 (b) of the Code provides that an application for court-ordered mental retardation services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides; and

WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both Tom Green County and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Tom Green County and

- (1) is found in Kerr County;
- (2) is receiving court-ordered mental health services, court-ordered mental retardation services or treatment for chemical dependency at the Kerrville State Hospital in Kerr County; or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 462.041 or 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital employees, witnesses, judges, magistrates and attorneys to and from Tom Green County for such hearings, it is impractical for Tom Green County to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings on applications for court-ordered chemical dependency treatment, hearings on applications for renewal of an order for court-ordered chemical dependency treatment, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital and hearings on petitions for reauthorization or modification of a court order authorizing the administration of a psychoactive medication to certain patients at the Kerrville State Hospital, within the geographical confines of Tom Green County; and

WHEREAS, Tom Green County finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said citizens of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For Mental Health, Mental Retardation And Chemical Dependency Commitment Hearings And Psychoactive Medication Hearings At Kerrville State Hospital" hereinafter referred to as "Interlocal Cooperation Agreement" pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act);

NOW THEREFORE, be it resolved that Tom Green County and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

§ 1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners' court of each county, and ending on the following September 30th.
- 1.2 Upon the expiration of the initial term of this agreement, same shall automatically be renewed for successive one year periods beginning October 1st and ending on the following September 30th, unless terminated by either party, as herein provided.
- 1.3 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by Tom Green County within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

§ 2. DEFINITIONS

- 2.1 "Resident" as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

§3. FUNDING REQUIREMENTS

- 3.1 Tom Green County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Failure of the Commissioners' Court of Tom Green County to terminate this agreement shall be deemed to be a certification that the obligation incurred by the continuation of this agreement shall be payable out of current revenues and that Tom Green County has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

§4. DUTIES OF KERR COUNTY

- 4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings, mental retardation proceedings, chemical dependency treatment matters and all psychoactive medication hearings which concern

residents of Tom Green County that are properly filed in or transferred to the Kerr County Court with jurisdiction.

- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been complied with, including the terms concerning the duty of Tom Green County to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.
- 4.3 It is understood and agreed that pursuant to §§ 462.004 and 571.016, of the Code, the Kerr County Attorney or his properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

§5. DUTIES OF TOM GREEN COUNTY

- 5.1 Tom Green County agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from Tom Green County will be referred to the Kerrville State Hospital unless the proposed patient has been evaluated and examined by a qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.
- 5.2 Should any Tom Green County resident who was detained under the authority of the emergency detention provisions of §§ 573.001, 573.012 or 462.041 of the Code be found to be entitled to release, Tom Green County shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by §§ 573.024 & 462.041 of the Code.
- 5.3 Tom Green County agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), 462.005 (chemical dependency) 593.050 (mental retardation), 574.107 (psychoactive medication) of the Code, and in accordance with the "Kerr County Clerk's Schedule or Statement of Costs as may be then currently in effect. A copy of the current "Kerr County Clerk's Statement of

Costs for the Budget Year 2003-2004," is attached hereto. Additionally, Tom Green County agrees to pay Kerr County all costs and expenses associated with guardianship proceedings filed in Kerr County which are related to patients or proposed patients from Tom Green County.

- 5.4 For all cases, Tom Green County does also agree to pay to Kerr County the following costs:
- a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
 - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
 - c. A reasonable fee, in an amount not to exceed \$70.00 per hour, for the Kerr County Attorney or his designee for professional services rendered in researching and preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.
 - d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a Tom Green County resident covered by this agreement.
 - e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.
- 5.5 Tom Green County agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. Tom Green County agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

§6. PAYMENTS

- 6.1 All bills for costs shall be submitted to the County Judge of Tom Green County, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas and shall be paid at that office in the Kerr County Courthouse, 700 Main Street, Kerrville, Texas 78028.

§7. MISCELLANEOUS

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- 7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

MIKE BROWN, County Judge

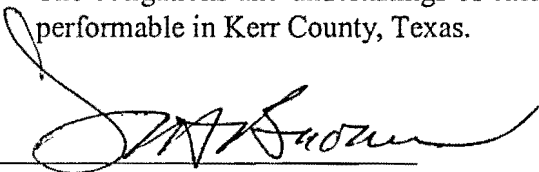
Tom Green, County, Texas

122 W. HARRIS

SAN ANGELO, Texas 76903

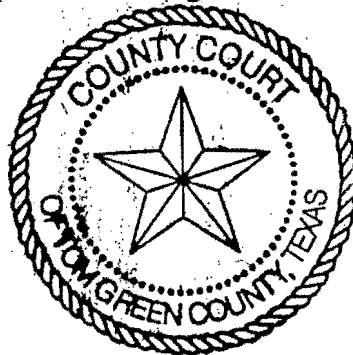
Pat Tinley, County Judge
Kerr County, Texas
Kerr County Courthouse
700 Main Street
Kerrville, Texas 78028

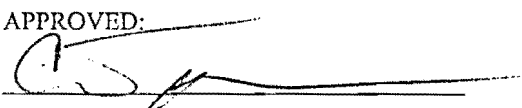
- 7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.
- 7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.




Tom Green County Judge

Date: JUL 12 2004



✓ APPROVED: 

Tom Green County Attorney

ATTEST: 
Tom Green County Clerk

Date: _____

Date: _____

Pat Tinley, Kerr County Judge

Date: _____

APPROVED:

ATTEST:

David Motley, Kerr County Attorney

Jannett Pieper, Kerr County Clerk

Date: _____

Date: _____

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number 28442, on the 8th day of December, 2003, and by the Commissioners' Court of Tom Green County, Texas, on the 13 day of January, 2004, Court Order No. _____.

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**KERR COUNTY CLERK'S
STATEMENT OF COSTS FOR THE BUDGET YEAR 2003-2004.**

HEARING FOR TEMPORARY MENTAL HEALTH SERVICES (OPC – 90 DAYS):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00
MASTER'S FEE	\$ 25.00

IF A PATIENT PROPOSED FOR MENTAL HEALTH SERVICES IS DISCHARGED PRIOR TO THE TEMPORARY COMMITMENT HEARING, THE KERR COUNTY CLERK WILL NOT BILL THE COUNTY RESPONSIBLE FOR THE PROPOSED PATIENT'S COSTS FOR: A JURY FEE, A JUROR EXPENSE REIMBURSEMENT FEE, A JUDICIAL SERVICE FEE, A JUDICIAL SALARY SUPPLEMENT FEE, A PROSECUTORIAL SERVICE FEE OR A JUDICIAL SUPPORT FUND FEE.

HEARING FOR EXTENDED MENTAL HEALTH SERVICES (UP TO 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING FOR RENEWAL OF ORDER FOR EXTENDED MENTAL HEALTH SERVICES (BEYOND 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON REQUEST FOR REEXAMINATION AND RECONSIDERATION OF RENEWAL OF ORDER FOR
EXTENDED MENTAL HEALTH SERVICES:

JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR INPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR OUTPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION
(PSYCHOACTIVE MEDICATION PETITION; APPLICABLE TO HEARING ON
MOTION TO MODIFY OR REAUTHORIZE MEDICATION ORDER):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

**HEARING ON APPLICATION FOR COURT-ORDERED TREATMENT OF CHEMICALLY DEPENDENT PERSONS
(APPLICABLE TO BOTH COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT AND
RENEWAL OF AN ORDER FOR COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT):**

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON APPLICATION FOR PLACEMENT OF A PERSON WITH MENTAL RETARDATION:

COUNTY CLERK'S FEE	\$ 40.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

* APPOINTED ATTORNEY'S FEE: \$ 70.00 PER HOUR
\$ 35.00 PER HALF HOUR

FOR THE CONVENIENCE OF THE APPOINTED ATTORNEYS, THEIR FEES FOR HEARINGS ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION ARE COMBINED AND BILLED TOGETHER IN THE BILL FOR THE MENTAL HEALTH SERVICES HEARINGS.

**** THE JUROR EXPENSE REIMBURSEMENT FEE IF 6 PEOPLE SERVE IS \$15.00 EACH PER DAY OR \$90.00 FOR THE JURY PER DAY OR PORTION THEREOF. IF A VENIRE PERSON REPORTS BUT IS NOT SELECTED FOR JURY DUTY THE JUROR EXPENSE FEE FOR THAT PERSON IS \$6.00 PER DAY OR PORTION THEREOF.**