

## Tom Green County Commissioners' Court September 14, 2004

The Commissioners' Court of Tom Green County, Texas, met in Regular Session September 14, 2004 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

1. County Judge, Michael Brown, called the meeting to order at 8:02 A.M.
2. Judge Brown recessed the Open Meeting to go into a Closed Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, subchapter D.
5. Judge Brown reconvened the meeting in Open Session at 9:00 A.M.
6. The Pledge of Allegiance to the United States and the Texas Flags was recited. Commissioner Weeks offered the invocation.
8. **Commissioner Weeks moved to accept the Consent Agenda as presented.**  
**Commissioner Friend seconded the motion. The following items were presented:**
  - A. Approved the Minutes of the Regular Meeting of August 24<sup>th</sup>, 2004.
  - B. Approved the Minutes of Accounts Allowable (Bills) from August 25<sup>th</sup>, 2004 – September 14<sup>th</sup>, 2004 in the amount of \$1,435,275.89.  
Purchase Orders from August 23<sup>rd</sup> – 27<sup>th</sup>, 2004 in the amount of \$28,715.36 and from August 30<sup>th</sup> – September 3<sup>rd</sup>, 2004 in the amount of \$ 32,711.90 and from September 6<sup>th</sup> – 10<sup>th</sup>, 2004 in the amount of \$34,268.77.
  - 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>	<u>SUPP/CAR ALLOW</u>
BUSCHER, Danna L.	Jail	New Hire	8-30-04	N/A	\$1056.50 S/M	
HOLLIS, Billy R. Jr.	Jail	Promotion	9-30-04	18/1	\$942.28 S/M	
TALAMANTES, Kriselda	Vehicle Registration	New Hire	9-01-04	N/A	\$5.15/Hour	
CAMELBEEK, Louis	Sheriff	Promotion	9-03-04	20/8	\$1235.20 S/M	
HOLLAND, Deborah	JP#3	New Hire	8-25-04	10/1	\$634.29 S/M	
O'BRIANT, Charleton K.	R&B 1/3	New Hire	8-23-04	13/1	\$735.52 S/M	
FOWLER, Eric W.	Jail	New Hire	9-03-04	16/1	\$852.90 S/M	
DAY, Johnny M.	Juvenile Ayudar	New Hire	9-07-04	N/A	\$1166.66 S/M	
MUEHLBRAD, Roger	Jail	New Hire	9-01-04	16/1	\$852.90 S/M	
LUNA, Luis A.	Jail	New Hire	9-02-04	16/1	\$852.90 S/M	
MOBLEY, Terry	Human Resources	Other	10-01-04	N/A	\$1,666.67 S/M	
GERSTENBERGER, Jonathan	Jail	New Hire	9-08-04	16/1	\$852.90 S/M	
DALTON, Robert W.	Juvenile Probation	New Hire	9-13-04	N/A	\$958.33 S/M	

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/ STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
BYRD, Toni	CSCD	Transfer	9-01-04	N/A	\$891.88 S/M	
HERNANDEZ, Neomi	CSCD	Transfer	9-01-04	N/A	\$870.13 S/M	
HUBBARD, Andra	CSCD	Salary Increase	8-01-04	N/A	\$1207.83 S/M	
HERNANDEZ, Michelle	CSCD	Salary Increase	8-01-04	N/A	\$1055.63 S/M	
SPANN, Susie R.	CSCD	Salary Increase	6-16-04	N/A	\$820.17 S/M	
HERNANDEZ, Rodrigo	CSCD	Salary Increase	9-01-04	N/A	\$820.17 S/M	
LOPEZ, Paula J.	CSCD	Salary Increase	9-01-04	N/A	\$1132.96 S/M	
LEWIS, James	CSCD	Salary Increase	8-01-04	N/A	\$1754.88 S/M	
CUSTER, Shawn J.	CSCD	Transfer	9-01-04	N/A	\$816.20 S/M	
LUNA, Jennifer	Jail	Job Abandonment	8-24-04	16-2	\$874.44 S/M	
WALKER, Billy Dean	CSCD	Resignation	8-18-04	N/A	\$791.77 S/M	

GARCIA, Carolyn	RKR	Resignation	9-24-04	N/A	\$942.29 S/M
JETTON, Edward C.	RKR	Resignation	9-24-04	N/A	\$1708.34 S/M
DOMINGUEZ, David	Jail	Resignation	9-13-04	16/2	\$874.44 S/M
SIKES, Tommy L.	Sheriff	Retirement	9-30-04	19/8	\$1175.96 S/M
TUCKER, William	CSCD	Salary	9-01-04	N/A	\$1073.69 S/M
		Correction			
SPANN, Susie R.	CSCD	Other	9-01-04	N/A	\$840.67 S/M
MENDEZ, Norma A.	CSCD	Promotion	9-01-04	N/A	\$792.41 S/M
ELKINS, Marcus B.	CSCD	Salary Increase	9-16-04	N/A	\$1405.17 S/M
DOMINGUEZ, Adrian	Jail	Resignation	9-14-04	16/1	\$852.90 S/M
WHITTINGTON, Linda	CSCD	New Hire	9-13-04	N/A	\$1416.67 S/M
ROACH, Betty	CSCD	New Hire	9-13-04	N/A	\$1416.67 S/M
HUBBARTT, Timothy	CSCD	New Hire	9-8-04	N/A	\$792.42 S/M

The following personnel actions are presented for *Grants* 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>
STONE, Patricia J.	Sheriff/CIU	New Hire	9-02-04	N/A	\$10.00/Hour	

- D. Accepted the Indigent Health Care Monthly 105 Report of expenditures. (Recorded with these minutes.)
- E. Approved utilizing the H.G.A.C. and/or the T.B.P.C. for the purchase of Police package vehicles for the Sheriff's Office.
- F. Accepted the Fee Collection Report by Justice of the Peace Precinct 1,2 &3 for August 2004, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed in the County Clerk's Office.)
- G. Approved request by Concho Valley Electric Cooperative, Inc. (CVEC) to construct a three-phase aerial power line along Burma Road on the county right of way tying a line from CVEC's Grape Creek service area to the Arden Road and US 67 south area. The new line would start north of Burma Road at the CSA/Turner Pit entrance and continue south ending where the existing line intersects Burma Road.
- H. Acknowledged donation of Grade 5 Aggregate from CSA Materials valued at \$5,419.00 to be used on five miles of county road located from Hwy 87 north to the Turner Pit. (Recorded with these minutes.)
- I. Accepted the Extension Service Monthly Schedule of Travel as a matter of record. (Recorded with these minutes.)

**All voted in favor of the motion as presented.**

- 9. There was **no action** on any matters discussed in Closed/Executive Session.
- 10. Commissioner Weeks moved to accept the \$5,000.00 Grant given to the Tom Green County Library by the Angelo Community Hospital Auxiliary. Commissioner Friend seconded the motion and all voted in favor.**
- 24. Commissioner Weeks moved to waive the fee, of \$20.00 per day, for the Water Valley Volunteer Fire Department's Annual Fund Raiser to be held October 28<sup>th</sup> – 30<sup>th</sup>, 2004 at the Water Valley Park. Commissioner Friend seconded the motion and all voted in favor.**
- 11. Commissioner Friend moved to approve the use of the portable building, located on the east side of the Juvenile Justice Center, for the AYUDAR Drug Prevention Program employees and all expenses to come out of the Juvenile Justice Center's budget. Commissioner Easingwood seconded the motion and all voted in favor.**
- 12. Commissioner Easingwood moved to add "Meet in the Middle", a child visitation and exchange center in accordance with Section 51.961 of the Government, as the fourth entity for division of the Family Protection Fees, with funding based on availability. Motion was modified to add that this is to be effective October 1, 2004 with distribution to be made annually at the close of the fiscal year and future request need to be made prior to the budget. Commissioner Friend seconded the motion and the modification. Commissioners Friend, Bookter, Weeks and Easingwood voted in favor. Judge Brown abstained. (Recorded with these minutes.)**
- 13. Judge Brown moved to adopt a Proclamation proclaiming September 17<sup>th</sup> – 23<sup>rd</sup>, 2004 as Constitution Week in Tom Green County. Commissioner**

- Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
14. Cash Jetton, Director of the Roy K. Robb Post Adjudication Facility, reported to the Court that the current population is 17. The staff has been reduced to 10 full - time and 9 standbys. The new Assistant Director, Terry Reeves, has fielded every phase of the operations of the facility including cooking and janitorial, so that he has become familiar with all aspects of operating the facility. Mr. Jetton informed the Court that his last day would be September 24<sup>th</sup>. One Counseling Intern is resigning to take another position. The QCC variance will end October 1, 2004, so that position will need to be filled.  
**Judge Brown moved to authorize the Human Resource Office to post for the Directors position for one week, starting September 14<sup>th</sup>, 2004 and to post for the QCC position until it is filled. Commissioner Weeks seconded the motion and all voted in favor.**
  15. **Judge Brown moved to award RFP 04-023 "Network Engineer/Consultant Services" to Cal-Tech for a term of 1 year with 3 one-year options. Commissioner Friend seconded the motion. Judge Brown, Commissioners Friend, Weeks and Easingwood voted in favor of the motion. Commissioner Bookter voted in opposition of the motion. The motion passed 4 to 1.** (Recorded with these minutes.)
  16. Consideration for hiring an Inmate Telecommunications consulting firm was **Tabled until September 28<sup>th</sup>, 2004.**
  17. **Commissioner Weeks moved to award RFP 04-026 "New Model Full Sized Vehicle" to Jim Bass Ford of San Angelo and authorize the purchase of three 2005 new models at \$19,617.00 each and an alternate bid for one 2004 new model at \$18,649.00. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
  18. **Commissioner Friend moved to not consider the Resolution presented between Sterling County and Tom Green County regarding an Indigent Health Care Eligibility Service as presented. Commissioner Weeks seconded the motion. Commissioners Friend, Bookter, Weeks and Easingwood voted in favor of the motion. Judge Brown voted in opposition of the motion. The motion passed 4 to 1.**
  19. **No Action taken** regarding Memorandum of Understanding (MOU) regarding software for fees, fines and court costs collections for the Collection Department.
  20. **Commissioner Easingwood moved to enter into Contract Number 696-OS-5-5-L0024 between the Texas Department of Criminal Justice and Tom Green County for Laundry and Food Services at the San Angelo Work Camp with the total amount not to exceed \$95,058.00. Commissioner Weeks seconded the motion and all voted in favor.** (Recorded with these minutes.)
  21. **Commissioner Weeks moved to adopt the Resolution to adopt the Hazard Mitigation Plan for the Concho Valley Council of Governments as presented. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
  22. **Commissioner Bookter moved to enter into a Contract with Region 14 Education Service Center for the Title IV Community Service Grants for the Roy K. Robb Post Adjudication Facility and authorize the Judge to sign all necessary papers. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
  23. **Commissioner Weeks moved to accept the 2005 Safe and Sober \$50,000.00 Grant proposal for the Sheriff's Office as presented. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
  25. The Regular Meeting of the Tom Green County Commissioners' Court was recessed at 11:45 A.M. to hold a Public Hearing regarding the Texas Community Development Program (TCDP) Comprehensive Colonia Study and Plan for Tom Green County (TCP Contract #723165).
    1. The meeting was called to order at 11:45 A.M.
    2. Marsha Arosemena addressed the Court and explained that Grape Creek and Christoval needs have been looked at and that housing, streets and infrastructure are of interest. There are funds available for water needs, housing, and sewer service. Housing and basic services will be targeted. There are 18 areas of need, throughout

the County, that are being focused on. Assessments are based on population, number of houses, water and sewer needs and other criteria. A prioritization lists has been considered. Christoval is top on the list.

The Court commended Ms. Arosemena on the information gathered for her report.

3. The Public Hearing was adjourned at 12:06 P.M.

26. Judge Brown reconvened the Regular Meeting of the Commissioners' Court at 12:06 P.M.
27. **Judge Brown moved to accept and approve the Texas Community Development Program (TCDP) Comprehensive Colonia Study and Plan for Tom Green County (TCDP Contract #723165) as presented and authorize the Judge to sign all necessary papers. Commissioner Weeks seconded the motion and all voted in favor.**
28. **Commissioner Friend moved to decline membership in the National Association of Counties at this time. Commissioner Easingwood seconded the motion and all voted in favor.**
29. **Judge Brown moved to approve the sale price of County owned property being the north 20 feet of Lot 3 Block A, West Heights Annex in San Angelo per Local Government Code 263.002 at a minimum of \$34,000.00. Commissioner Weeks seconded the motion and all voted in favor. (Recorded with these minutes.)**
30. **Judge Brown moved to set the minimum bid, for the sale of County owned property located at 817 Culver, at \$5,200.00 with the sale auction to be held at the property location on October 15, 2004 at 10:00 A.M. Commissioner Friend seconded the motion and all voted in favor.**
31. **Commissioner Friend moved to accept the Space Allocation Committee's recommendation, as stated, to relocate the Purchasing Department and the Housekeeping Department in the back two offices behind the Elections Office in the Edd B. Keyes Building on the second floor. The Personnel Department and Administrative Services will expand into the vacated Purchasing Department and Data will expand their storage in the vacated basement mailroom in the Court Street Annex. Commissioner Weeks seconded the motion and all voted in favor.**
32. **Commissioner Bookter moved to enter into negotiations for the location of a larger area for the Justice of the Peace of Precinct #2 Office, with funding to be taken from the Reserve account. Commissioner Easingwood seconded the motion and all voted in favor.**
33. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
34. **Judge Brown moved to approve the following line item transfers:**  
**FUND: General Fund**

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
192 Contingency	0601 Reserves		9,045.00
011 County Judge	0428 Travel & Training	1,967.00	
101 Commissioner Pct #1	0428 Travel & Training	1,618.00	
102 Commissioner Pct #2	0428 Travel & Training	1,798.00	
103 Commissioner Pct #3	0428 Travel & Training	1,920.00	
104 Commissioner Pct #4	0428 Travel & Training	1,742.00	

**Commissioner Easingwood seconded the motion and all voted in favor.**

**35. Future Agenda Items Discussed:**

1. Consider accepting the collection report for JP#4
2. Consider request by Verizon
3. Consider hiring Inmate Telecommunications consulting firm
4. Consider MOU for the Collections Office.
5. Consider Replat of Lot 11, South Concho River Estates

**24. Announcements:**

1. Dianna Spieker will be sworn in as the President for the State Treasurers Association in Odessa next week.
2. Commissioners Easingwood and Bookter will attend Corrections Concept Inc at the Angelo Community Medical Center.9-29-04 at 11:00 AM

**25. Judge Brown adjourned the meeting at 12:35 PM.**

As per HB 2931, Section 4:

**I, 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 September 14th, 2004.**

**I hereby set my hand and seal to this record September 28<sup>th</sup>, 2004.**

---

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

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green Report for (Month/Year) 08/04  
Amendment of the Report for (Month/Year) \_\_\_\_\_

I. Caseload Data

Number of eligible individuals at the end of the report month	122
Number of SSI appellants within caseload at the end of report month	37

II. Creditable Expenditures During Report Month

Physicians Services	1. \$27,604.18	
Prescription Drugs	2. \$13,388.83	
Hospital, Inpatient Services	3. \$155,805.00	
Hospital, Outpatient Services	4. \$31,163.60	
Laboratory/X-Ray Services	5. \$5,562.69	
Skilled Nursing Facility Services	6. \$4,205.50	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$8,363.05	
Total Expenditures (Add #1 through #10.)		11. \$246,092.85
Reimbursements Received (Do not include State Assistance.)	12. ( \$20,601.85 )	
6% Case Review Findings (\$ in error)	13. ( \$0.00 )	
Total to be deducted (Add #12 + #13.)		14. ( \$20,601.85 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$225,491.00

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 1,144,784.43

General Revenue Tax Levy (GRTL) \$ 18,812,990.00

8% of GRTL \$ 1,505,039.20 6% of GRTL \$ 1,128,779.40

 09/03/04  
Signature of Person Submitting Report Date

Print Name and Title Anita Dunlap, Director, Tom Green County Indigent Health Care



CRUSHED STONE AND ASPHALT PRODUCTS

August 24, 2004

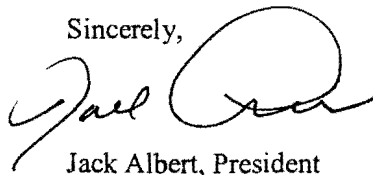
Tom Green County  
Attn: Jodie Weeks

Re: Paving aggregate for Burma Road - US 87 to Turner Pit

CSA Materials, Inc. will furnish Tom Green County TxDOT Grade 5 Aggregate at no cost to the county.

CSA's contribution for this project is \$ 5,419.

Sincerely,



Jack Albert, President

VOL. 80 PAGE 130

P.O. BOX 60693 • SAN ANGELO, TEXAS • 76906 • 915-655-4511

**TEXAS AGRICULTURAL EXTENSION SERVICE**  
**The Texas A&M University System**

**MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT**

<b>NAME:</b> Steve Sturtz	<b>TITLE:</b> CEA-Ag/NR
<b>COUNTY:</b> Tom Green	<b>MONTH:</b> August

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
8/1- 8/4	TCAAA State Meeting - Glen Rose	305		
8/5- 8/7	Producer Mangement and Selection & 4-H Project Management Selection - Goats/ Sheep. Cotton, Rangeland, Livestock (Wall, Christoval, Grape Creek).	875		
8/9 - 8/13	Wall Coop Turn Row Meeting. Deer Depredation meeting. Ag Cluster Meeting D.O., Producer Mangement and Selection & 4-H Project Management Selection - Goats/ Sheep. Cotton, Rangeland, Livestock (Wall, Big Spring, Garden City Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone)	785		
8/15	Tom Green County 4-H Achievement Banquet	18		
8/16 - 8/21	Ag Programming meeting, Range result demonstration test plots, Livestock association sale committee meeting, Accountability Task Force meeting. Producer Mangement and Selection & 4-H Project Management Selection - Goats/ Sheep. Cotton, Rangeland, Livestock (Wall, Grape Creek, Eldorado, Sonora, Big Lake, Lubbock). Office Mgmt (Reports, Mail, E-Mail, Phone)	1079		
8/23- 8/27	Wall Ag Boosters meeting, Southern Rolling Plains Gin delegates meeting. Office Mgmt (Reports, Mail, E-Mail, Phone). Producer Mangement and Selection & 4-H Project Management Selection - Goats/ Sheep. Cotton, Rangeland, Livestock (Wall, Grape Creek, Christoval, St. Lawrence).	998		
8/30- 8/31	Office Mgmt (Reports, Mail, E-Mail, Phone). Producer Mangement and Selection & 4-H Project Management Selection - Goats/ Sheep. Cotton, Rangeland, Livestock (Wall, Grape Creek, San Angelo).	215		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>4275</b>	<b>X</b>	<b>X</b>

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.



<b>DATE:</b> 9/7/04		<b>NAME:</b> Steve Sturtz		
<b>CURRENT MONTHS CONTACTS</b>				
<b>TELEPHONE</b>	<b>OFFICE</b>	<b>SITE CONTACTS</b>	<b>NEWS ARTICLES</b>	<b>NEWSLETTERS</b>
198	78	187	1	-
<b>RADIO</b>	<b>TELEVISION</b>	<b>FIELD VISITS</b>	<b>PROGRAMS</b>	<b>TOTAL</b>
-	1		3	378

<b>MAJOR PLANS FOR NEXT MONTH:</b>	
<b>DATE</b>	<b>ACTIVITY</b>
9/2	Sheep & Goat Field Day- San Angelo District Office.
9/7	USDA Rural Development Meeting - San Angelo District Office.
9/11	Sheep & Goat Showmanship clinic - Pearsland
9/14	Marketing Club Meeting - Wall
9/14	Livestock Association Board of Directors Meeting/ Sale Committee Meeting
9/15	Water Harvesting Project Meeting - Baptist Memorial Hospital
9/15	4-h Building Committee Meeting
9/18	Wall Ag Boosters Fund Raiser
9/20	Defoliation Test Plot - Wall
9/21	District Ag Programming/ Specialist Scheduling- San Angelo District Office.
9/22	District 6 Accountability Training - Ft. Stockton
9/25	Huntmaster training - San Angelo District Office.
9/27	District 7 Administrative Meeting- San Angelo District Office.
9/30	Tom Green County Cotton Tour - Wall

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Kelly L. Allbright	TITLE: CEA-FCS
COUNTY: Tom Green	MONTH: August 2004

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
8/2	Adult Day Care-Program Planning Meeting, FPM Planning Meeting	35		
8/3	BLT Program, ASU	15		
8/5	Office supplies, CVCoG, Diabetes Program	45		
8/6	BSSF Program, FPM Supplies	20		
8/9	BLT Program Preparation, Office Depot, BLT Program	25		
8/10	BLT Program, Silver Clover Banquet	22		
8/11	Santa fe Crossing Program Planning Meeting, Wall	50		
8/12	Christian Village Program, FPM errands, Diabetes Program	45		
8/13	BSSF Program, EEA errands	20		
8/15	4H Achievement Banquet	15		
8/16	FPM Class	40		
8/17	EEA Yearbook Planning Meeting, BLT Program	10		
8/18	Santa fe Crossing Program, Adult Day Care Program	27		
8/19	FPM Supplies, Diabetes Program	26		
8/20	BSSF Program, Program Supplies	26		
8/22	FPM Supplies, errands	18		
8/23	FPM Class	16		
8/24	BLT Quarterly Training	16		
8/25	Wall EEA	43		
8/26	Christoval EEA	47		
8/27	BSSF Program	10		
8/30	Program Supplies, FPM Post-Class Meeting	30		
8/31	BLT Program, Adult Day Care Information Day event	20		
		621		

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: September 2, 2004		NAME: Kelly L. Allbright		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
129	81	426	1	473
RADIO	TELEVISION	MAIL/EMAIL	PROGRAMS	TOTAL
		91	24=420	81,200

<b>MAJOR PLANS FOR NEXT MONTH: September 2004</b>	
<b>DATE</b>	<b>ACTIVITY</b>
9/1	EEA Council Meeting, Committee Meetings, FCS/BLT Task Force Meeting
9/2	BLT August report to District Office
9/3	BSSF Program
9/6	Labor Day Holiday
9/7	BLT Program, Childhood Obesity TTVN-District Office
9/16	Liveoak EEA Meeting
9/27	Regional Administrative Meeting

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: BRANDON ASBILL

TITLE: CEA-4-H

COUNTY: Tom Green

MONTH: August 2004

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
8/1	National Kids Day- Riverstage	10		
8/2	Project visits	28		
8/2	Fairgrounds- Sheep and Goat Validation	34		
8/3	Wall Elem- Lonestar 4-H Officer training	36		
8/5	Palmers, Sunset Mall, Project visit	30		
8/6	Terril Mfg- shooting sports	11		
8/10	Silver Clover Banquet- Zentner's	4		
8/11	Awards Banquet Practice	14		
8/12	Dist Office, Eldorado- goat project	134		
8/13	Fairgrounds, Crockett Natl Bank	12		
8/15	4-H Banquet- Fairgrounds	40		
8/16	4-H Banquet cleanup	19		
8/18	State Record Book Judge- Dist Office	18		
8/20	Fall Adult Leader/ 4-h Council mtg- Dist Office	18		
8/24	Meeting for TAE4-HA- Lynn Ann Dunniven and Cody Stone- Fuentes Café	4	9.12	
8/25	Fairgrounds- Fair meeting	38		
8/26	San Angelo Parks- site for water classesq	6		
8/28	Fall Adult Leader/ 4-H Council- Dist Office	27		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		483	9.12	0

Other expenses (list) Personal Cell Phone Use- 45 min @ \$.40/ min = \$18.00

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: County Extension Agent-Horticulture
COUNTY: Tom Green	MONTH: August 2004

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
8/1,2,3,4	Texas County Extension Agent Association	372		
8/9,16,19	Master Gardener Projects	143		
8/10	Plant Propagation Workshop	56		
8/18	Schleicher County Horticulture Support	83		
8/25	McClenan County Master Gardener Presentataion	426		
8/30	San Angelo Landscape Evaluations	68		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>1148</b>	<b>0</b>	<b>0</b>

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:8/04		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
463	59	28	1	2
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
8	5	12	6	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
	Master Gardener Class
	Landscape School
	Water Conservation Planning Meeting
	Extension Program Council
	Extension Administrative Meetings

February 16, 2004

San Angelo Health Foundation  
P. O. Box 3550  
San Angelo, TX 76902-3550

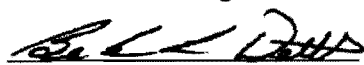
Re: "Meet in the Middle"


Dear San Angelo Health Foundation,


It has come to our attention that "Meet in the Middle" is submitting an application to help fund a visitation center for families and children. As we understand the program, this center would provide a safe place where families can exercise visitation with their children and can exchange children for visitation. Today, such a service does not exist in San Angelo or within 100 miles of San Angelo.


We regularly hear family disputes. Unfortunately we often see situations where a parent should have only supervised visits with children. There are also situations where parents are hostile and do not exchange children for visitation in a manner that is safe and nurturing to the children. In those situations, the children and parents need a safe place to gather for supervised visitation or to exchange their children while under supervision.

Such a place would be beneficial to the children and families of San Angelo and the surrounding area. If available, such a place would provide families, lawyers and the Courts with a valuable tool to make San Angelo a safer and better place for children.

  
Barbara Lane Walther  
51<sup>st</sup> Judicial District Court Judge

  
Ben Woodward  
119<sup>th</sup> Judicial District Judge

  
Rae Leifsete  
Judge, 340<sup>th</sup> Judicial District

  
Tom Gossett  
Judge, 391<sup>st</sup> Judicial District



**Mission**

To preserve the well being of children in the middle of adult conflict and provide children and adults a safe, clean, and emotionally healthy location for family visitation and exchange.

**Vision**

To provide services, support, and litigation solutions for children and adults in the Concho Valley. Services are focused on preserving the well being of children in the middle of adult conflict and reducing the expense and time spent on litigation.

**Goals**

- Children are first. To provide a conflict free environment, where children experience the positive affection of the adults in their life
- To increase community awareness of a child's needs during adult conflict through education, advocacy, and community partnerships
- To provide appropriate training for staff and volunteers to assist the child during visitation and exchanges



**Sign-up Form**

*I am interested in:*

☐ The Services of Meet in the Middle  
Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

e-mail \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_



Please return this form or call  
Meet in the Middle (325) 486-9529



Serving the  
Communities of  
the Concho  
Valley

A client guide:  
Meet in the Middle  
A Child Visitation  
and Exchange Center



[www.meetinthemiddle.org](http://www.meetinthemiddle.org)  
Tel: (325) 486-9529

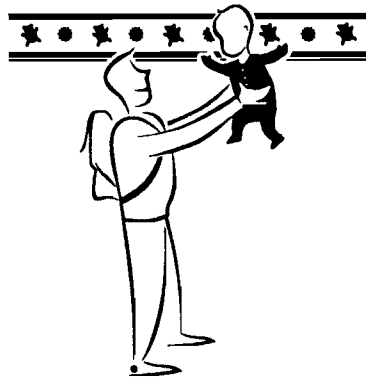
While children generally want and need to have on-going contact with both parents, they do not want or need to be exposed to the conflict of their parents.

#### *What is Supervised Exchange?*

- Supervised Exchanges is supervision of the transfer of the child from one parent to the other
- Supervision is limited to the exchange or transfer only with the remainder of the parent/child contact remaining unsupervised
- Most frequently, precautions are taken to assure that the two parents or other individuals exchanging the child do not come into contact with one another

#### *What is Supervised Visitation?*

- Supervised Visitation refers to contact between a non-custodial parent and one or more children in the presence of a third person responsible for observing and seeking to ensure the safety of those involved



#### *Supervised Visitation and Exchange Allows:*

##### *For the Children:*

- Allows the children to maintain a relationship with both of their parents, something that is generally found to be an important factor in the positive adjustment to family dissolution
- Allows them to anticipate the visits without stress of worrying about what is going to happen and to enjoy them in a safe, comfortable environment without having to be put in the middle of their parents' conflict and/or other problems

##### *For the Custodial Parents:*

- They do not have to communicate or have contact with a person with whom they are in conflict or by whom they may be frightened or intimidated
- The arrangements are made by a neutral party; our staff
- You can relax and feel comfortable allowing your child to have contact with the other parent-and can get some valuable time to yourself

##### *For the Non-Custodial Parents:*


- You can be sure that your contact with your children does not have to be interrupted regardless of any personal or interpersonal problems you may be having
- If allegations have been made against you, you can visit without fear of any new accusations because there is someone present who can verify what happened during your time

##### *• Concept*

- The primary goal of Meet in the Middle is to foster family relationships. We aim to provide a neutral location where child visitation and exchanges can take place as well as a neutral environment for court-ordered supervised visitation. Unfortunately, in many situations, adults struggle to find a satisfactory place and manner for visitation with children. While the debates rage on in court, exchanges and visitations often occur in other people's homes, malls, restaurants, and even police stations. Parents, grandparents, and family members seek a solution to allow visitation to occur without conflict. Our volunteers allow for family relationships to continue in a conflict free setting. Our volunteers bring families together again.

##### *• Fees*

- Service and Enrollment fees are based on a sliding scale according to the household income of the adult clients

 **For more Information,  
Please Contact**

### **Meet in the Middle**

A Child Visitation and Exchange Center  
232 W. Beauregard, Suite 114  
San Angelo, Texas 76903

[www.meetinthemiddle.org](http://www.meetinthemiddle.org)

Tel: (325) 486-9526





**Policies and procedures for visitation and exchange  
Visitation Version**

**Meet in the Middle**

232 W. Beauregard, Suite 114  
San Angelo, Texas 76903  
(325) 486-9529  
[www.meetinthemiddle.org](http://www.meetinthemiddle.org)

**Visitation and Exchange Guidelines**

Meet in the Middle Visitation and Exchange Services are available to assist parties and the Court in supervising interaction between adults and children and assuring the safety of the children. The guidelines set forth are not negotiable and if they are not followed will be grounds for termination of services at our center.

*Please initial beside each section and sign the last page of the document.*

**Service Fees**

1. \_\_\_\_\_ All Service Fees are derived from the Meet in the Middle sliding scale for service fees. If the client does not provide proof of income as required, the service fees will be from the "C" fee scale. All services are to be paid in advance. The scheduled service, administrative, case management, & staffing fees will be received in the office of Meet in the Middle no later than the final Thursday of each month.
  - a. Payment may be made with cash, check, or Money order.  
Returned check fees are \$50.00 and visitation or exchanges may be suspended
  - b. If an individual writes a bad check to Meet in the Middle for any reason, the only future method of payment will be cash or Money Orders

**Hours of Operation**

2. \_\_\_\_\_ Meet in the Middle administrative business hours are from 9:30 a.m. until 5:00 p.m. Tuesday through Friday. Meet in the Middle is closed on Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, and New Years Day

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
10am – 7 pm	Closed	Closed	5-8 pm	5-8 pm	5-8 pm	9 am – 5 pm
Visitation & Exchange			Visitation & Exchange	Visitation & Exchange	Exchange only	Visitation & Exchange

Last edited  
8/16/2004

\_\_\_\_\_  
Page 1 of 10 Client initials

### **Enrollment**

3. \_\_\_\_\_ In order to begin services at Meet in the Middle, all parties must complete the enrollment and orientation process. All enrollment information must be received by 5:00 p.m. at least 48 weekday business hours before the exchange or visit is to occur. Please review the visitation and exchange referral checklist for a list of all required documents
4. \_\_\_\_\_ Children may not be present during the enrollment appointment.
5. \_\_\_\_\_ Once the enrollment process has been completed by **all parties** the visitation or exchange appointments can be made
6. \_\_\_\_\_ Meet in the Middle will attempt to comply with the hours specified by a court order; however the time and amount of hours for visitations and exchanges for each family will be dependent on the availability of the resources of Meet in the Middle
7. \_\_\_\_\_ Meet in the Middle will not attempt to arrange unscheduled visits or exchanges within less than 48 weekday business hours

### **How Exchanges and Visitations Occur**

8. \_\_\_\_\_ The agency clocks determine the correct time concerning appointments, services, lateness, late fees, and cancellations
9. \_\_\_\_\_ For both visitation and exchanges only one adult per side may enter the center premises for exchange of the child/ren
  - a. \_\_\_\_\_ The premises include the parking lots of the Butterfield plaza buildings and any adjacent parking area

### **For supervised exchange services:**

10. \_\_\_\_\_ Arrive in the center at their scheduled time, no earlier than 5 minutes prior and no later than 5 minutes to the scheduled exchange time
  - a. If the adult party is more than 15 minutes late the exchange will be cancelled and fees assessed to the adult party as the canceling party, and the opposing party will be notified
11. \_\_\_\_\_ Meet in the Middle staff will fingerprint scan in the adult and the child/ren into the center, and complete any needed documents
12. \_\_\_\_\_ The children will be escorted to the Exchange Center (The Aquarium) by staff, no adult clients are allowed in The Aquarium during exchange hours
13. \_\_\_\_\_ The children will need to be thumbprint scanned out of the center and then will depart the premises
  - a. The premises include the parking lots of the Butterfield plaza buildings and any adjacent parking area
14. \_\_\_\_\_ Either party may be asked to remain in the reception area for 10 minutes at the discretion of the center staff

15. \_\_\_\_\_ For **supervised visitation** services

16. \_\_\_\_\_ Drop Off & Pick guidelines apply as for exchanges

Last edited  
8/16/2004

\_\_\_\_\_  
Page 2 of 10 Client initials

17. \_\_\_\_\_ For infants, the custodial parent provides at least 2 bottles of milk or formula for the visit, at least 3 diapers, changing wipes, and 1 – 2 changes of clothes. We do not want to cause diaper rash by changing products used on the child
18. \_\_\_\_\_ Once cleared to depart the premises by the staff worker, the individual is to sign out in the log, thumbprint scan out of the facility, and then leave the premises immediately
19. \_\_\_\_\_ Either party may be asked to remain in the reception area for 10 minutes at the discretion of the center staff
20. \_\_\_\_\_ Visiting adults thumbprint scan and are escorted to the scheduled visitation room, the child is delivered by our staff or escort
21. \_\_\_\_\_ The staff worker will escort the visiting party to a visitation room
22. \_\_\_\_\_ Once the visitation has concluded, the child will be escorted to the exchange center by the staff worker and the visiting party will ensure the visitation room is clean and orderly, any "good-byes" are to be said in the visitation room
  - a. Once the child is delivered to the exchange center, the visiting party is not to attempt to enter the exchange center or "call out" to the child. These actions can only be upsetting to the child.
23. \_\_\_\_\_ Once cleared to depart the premises by the staff worker, the individual is to sign out in the log, thumbprint scan out of the facility, and then leave the premises immediately
24. \_\_\_\_\_ The premises include the parking lots of the Butterfield plaza buildings and any adjacent parking area
25. For **supervised visitation services**:
26. \_\_\_\_\_ All visits are to remain in the visitation room they are assigned during the entire visit unless the party or child needs to use the restroom
27. \_\_\_\_\_ Only adults and children **specifically** authorized by the court or via a "Rule 11" agreement are allowed to discuss the case with staff, cancel appointments, schedule appointments, transport, exchange, or be present during exchanges and visitation with the child. Any party authorized by the court or via a "Rule 11" agreement to be present must complete the entire enrollment process at least 48 weekday business hours before they may be present at the exchange or visit. Each party attending the enrollment process may be charged a separate administrative fee. No more than three authorized adults at a time may be present during any visitation.

#### **Cancellations and Missed Visitation / Exchanges**

28. \_\_\_\_\_ The canceling party will incur the **full fee** of the visitation or exchange if they fail to notify Meet in the Middle of cancellation by 5:00 p.m. 48 weekday business hours prior to the scheduled visitation or exchange. The balance will be due prior to the next exchange or visit.
29. \_\_\_\_\_ If the parties provide the center with written instructions signed by a physician and specifying that the visitation or exchange with the other party

Last edited  
8/16/2004

\_\_\_\_\_  
Page 3 of 10

should not occur **and** the party notifies the center at least two hours in advance the parties will not be held responsible for the cost of visitation or exchange. The note must contain a statement from the physician **specifically stating that the visitation or exchange should not occur**. A statement such as "the child should not attend school or child care" **will not suffice**. Letters from the physician must be provided within 48 weekday business hours after the canceled visitation or exchange.

30. \_\_\_\_\_ If you go to court and it is decided you will not be using supervised visitation or exchange services any more, you must notify our office
31. \_\_\_\_\_ If two scheduled visits or exchanges have been missed or otherwise do not occur the case may be taken off of the schedule. If services have not been used for six months all parties will be required to repeat the enrollment process and pay enrollment fees

#### **Interaction During Exchanges and Visitations**

32. \_\_\_\_\_ Behavior during visitation and exchanges
- a. \_\_\_\_\_ Parties are expected to take care of and be responsible for supervising the children's behavior during visits and exchanges
  - b. \_\_\_\_\_ Parties are expected to set limits and discipline appropriately when needed, however physical discipline of any type (spanking, "swatting," pinching, or any other type of corporal punishment) is not allowed
  - c. \_\_\_\_\_ Children should not be allowed to interfere with other visits or exchanges, harm other people or property, or engage in other inappropriate behaviors
  - d. \_\_\_\_\_ Families are expected to pick up toys, clean up after themselves, and throw away any trash from their visit before leaving
33. \_\_\_\_\_ Children that are potty trained will use the restroom privately without the visiting party. If a child is in diapers or pull-ups a supervisor will remain in the restroom or changing area with the visiting party during changes. **All contact between the visiting party and children must remain supervised.** Diaper changes may also occur in the center at the discretion of the supervisor.
34. \_\_\_\_\_ During supervised visits, parties are expected to interact with the children in a positive and supportive manner. Any communication or behavior that is emotionally or physically threatening to the child will not be allowed. Profanity will not be allowed. Derogatory comments or comments that paint the other parties in a negative light are not allowed.
35. \_\_\_\_\_ Interrogation of the child will not be allowed. Interrogation is left to the discretion of the staff or volunteer, but would include using the child to gather information about the custodial party and/or leading the conversation in such a manner that encourages the child to reveal information. Conversations should be natural and directed by the child's interests rather than those of the

Last edited  
8/16/2004

adult. Conversations should focus on the here and now rather than the future possibilities.

36. \_\_\_\_\_ Threats of physical violence will not be tolerated during exchanges and visitations. All parties must conduct themselves in a manner that clearly demonstrates that the well being of the child is the highest priority.
37. \_\_\_\_\_ **Turn off all communication devices prior to entering the center.**  
The use of cell phones or other communication devices are strictly prohibited during visits or exchanges.
38. \_\_\_\_\_ The Meet in the Middle "Guidelines for Cases Involving Allegations of Sexual Abuse" will be applied when any formal allegations of a sexual nature have been made regarding the parent and child. Formal allegations are those which have been reported to the court, Child Protective Services, or Law Enforcement and are either still pending or closed with an indictment or "Reason to Believe" disposition.
39. \_\_\_\_\_ Discussion of the litigation, the current legal situation, or issues involving the court with the child or other adults during visitation or exchanges is not permitted. This includes any discussion of potential future issues that are not currently authorized by the court, such as "when you get to visit me at home," "when you get to see other family members or friends," "when this is all over..." "We can go to Six Flags," or "if you get to live with me..."
40. \_\_\_\_\_ All conversations between the parties and the child must be audible to the person providing the supervised visitation. Unless a staff member is available who understands another language, the conversations between the child and the parties must be in English.
41. \_\_\_\_\_ Meet in the Middle will allow only the exchange of the children and the items for the children. Neither the exchange or visit site, nor the children, may be used to pass messages, exchange items, make support payments, or serve papers to the other party. Any attempt to serve papers or pass messages at the exchange or during the visit will result in case management fees and possible suspension or termination of services. The only exception to this is that messages regarding **medication** for the children will be allowed to transfer provided the message contains **no other content**. All other messages or information should be handled through the mail, attorney, or other methods which do not involve the center.
42. \_\_\_\_\_ Gifts may be given to children with restrictions. A gift may only be given to a child for the child's birthday or in observance of Christmas, Hanukah, or recognized December holidays. Nothing may be given to the child at any time with the understanding that it is theirs "when they go home" with the visiting party or to keep at the visiting party's home. Gifts will be moderate and reasonable in number and size. The amount of gifts and sizes of the gifts are restricted to what the children can physically carry in one trip to the other party's vehicle. They should be age appropriate. Money may not be given to the children at any time.

Last edited  
8/16/2004

43. \_\_\_\_\_ Meet in the Middle reserves the right to inspect any items brought by the delivering party or any item from the visiting party prior to presentation to the children.
44. \_\_\_\_\_ The staff has the right to determine appropriate and inappropriate behaviors and conversation with the children. **Parties are to comply with the limits set by the staff without complaint, comment, or further explanation during the visit.** Parties may contact the center during business hours as outlined below after a visit.
45. \_\_\_\_\_ Parties are not to place their hands on the children in any way the staff deems inappropriate. Unless limited by the court, parties may have appropriate contact with the child.
46. \_\_\_\_\_ Children may not be physically examined.
47. \_\_\_\_\_ Pets or other animals will not be allowed in to the facility, except for animals assisting the disabled.
48. \_\_\_\_\_ The Meet in the Middle staff and volunteers are there to observe and record the behaviors and interactions between the adults and children. The supervisor may interact when necessary at their own discretion. Neither party should initiate involvement of the supervisor in conversation or activities.
49. \_\_\_\_\_ Parties are not to involve the staff in discussion disparaging the other parties, providing personal information regarding the party or the other parties, getting staff to try to "take sides," or discussing their opinion of the court's orders.
50. \_\_\_\_\_ Parties are not to ask personal questions of the staff or volunteers, nor are they to offer food, drink, or other gifts to the staff or volunteers. Bartering between parties and the staff or volunteers is strictly prohibited.
51. \_\_\_\_\_ During exchanges and visits, parties are not to discuss with the staff or volunteers the case, litigation, concerns, complaints, questions, or the other party. These issues need to be addressed in writing to the center at times other than during the exchanges or visitations.
52. \_\_\_\_\_ No outside food or drink is allowed in the center. This includes but is not limited to take out meals, cans of soda, candy, snacks, ice cream or baked goods. Infants may receive bottles during visits. Formula or expressed breast milk will be provided by the custodial party, along with written information regarding the child's usual eating habits if a nursing infant is visiting at the center.
53. \_\_\_\_\_ Video recording, audio recording, or photography is not allowed during exchanges at the Meet in the Middle office. Video recording, audio recording, or photography is not allowed during visitation unless authorized by the court or the custodial party. Parties may not video record, audio record, or photograph other adults or children in the center. **IF UNAUTHORIZED PHOTOGRAPHS, VIDEO RECORDINGS, OR AUDIO RECORDINGS DO OCCUR, THE MEDIA BECOMES PROPERTY OF MEET IN THE MIDDLE.**

Last edited  
8/16/2004



#### Other Guidelines

54. \_\_\_\_\_ The center has the right to terminate individual sessions and suspend or cease future services for any reason deemed necessary, including:
- a. If ongoing contact appears too stressful or traumatic for the child
  - b. The center determines that it cannot effectively address safety or other issues involved in the particular case
  - c. The case places an undue demand on the service's resources
  - d. A party harasses or threatens staff, volunteers, or other parties
  - e. One or both of the parties have failed to comply with the rules of the service
55. \_\_\_\_\_ All adults and children must dress appropriately and children wearing skirts or dresses must have shorts on under their dress.
56. \_\_\_\_\_ Fragrances that may cause the children or adults receiving services discomfort will not be allowed.
57. \_\_\_\_\_ There is no smoking, illegal substance, or alcohol use allowed at any time during supervised visitation or exchanges. Any party who appears to be under the influence of drugs or alcohol will not be permitted to visit or exchange children. We will contact the San Angelo Police Department if we reasonably believe an adult client is under the influence of illegal drugs or alcohol
58. \_\_\_\_\_ Weapons are not allowed in the center with the exception of guards employed by Meet in the Middle or by peace officers that are not current clients of Meet in the Middle. Weapons include, but are not limited to, guns, knives, tools, pepper spray, mace, explosives, fireworks, acids, toxic chemicals, or any other similar object. Meet in the Middle reserves the right to search any party by means that include but are not limited to frisking and metal detection wands.
59. \_\_\_\_\_ The parties will keep Meet in the Middle informed of any changes in attorneys, address, or telephone numbers.
60. \_\_\_\_\_ Attempting to contact staff or volunteers outside of the center will be considered harassment and will be grounds for immediate termination of services and possible charges filed against the individual.
61. \_\_\_\_\_ All staff are required by law to report any reasonable suspicion of child abuse or neglect. This includes physical, sexual, or emotional abuse and physical neglect. We will also contact the appropriate authorities if there is harassment, threats, or physical contact during exchanges.
62. \_\_\_\_\_ All parties are required to complete the Kids First program and file a certificate of completion with Meet in the Middle within 60 days of beginning services. By signing this form, you are giving consent to Meet in the Middle and the agency providing the Kids First program to exchange necessary information about your case.
63. \_\_\_\_\_ Parties that are noncompliant with the rules for use of services may be required to complete additional services prior to continuation of supervised visitation or exchanges.

Last edited  
8/16/2004

\_\_\_\_\_  
Page 7 of 10 Client initials

64. \_\_\_\_\_ If services are terminated, the parties are not allowed on the premises for any reason without the consent of the staff. Violation will result in prosecution.

#### **Concerns, Questions, and Complaint Process**

65. \_\_\_\_\_ During the enrollment and orientation process there will be time set aside to respond to any questions that you might have. Please make sure that you have carefully read these guidelines and that if you have any questions you ask them at that time.
66. \_\_\_\_\_ After the orientation session all concerns, questions, or complaints by any party must be addressed in writing to the center. No staff member will be able to discuss a concern or complaint with parties or take any action until the consideration is received in writing. Failure to follow this process will result in case management fees assessed.
67. \_\_\_\_\_ Once a complaint/concern is received, the center will respond by phone or in writing, as deemed appropriate, within 10 week days of receipt. All concerns, questions, or complaints are addressed by Meet in the Middle staff during weekday business hours.
68. \_\_\_\_\_ Parties may request an appointment to discuss issues other than grievances (which should be submitted in writing). Time set aside for appointments is billed at the same rate as case management. If a party fails to show or is more than 20 minutes late for an appointment the appointment will be cancelled and will incur a 30 minute case management fee which is due prior to scheduling any other appointments for the client.

#### **Case Management, Records Requests and Other Fees**

69. \_\_\_\_\_ Case management fees are charged as noted above, as well as for noncompliance with rules set forth in this document. Meet in the Middle staff will occasionally make courtesy calls to parties or attorneys involved in cases; however these contacts are intended to be minimal. Any case requiring more extensive contact with parties or attorneys will also be charged case management fees for time spent interacting outside of the scheduled visitation or exchanges. Case management fees will be charged at a rate of \$40.00 per hour rounded up to the nearest 15-minute increment. Case management fees include time spent interacting with parties and detailing noncompliance that occurred during exchanges or supervised visitation or noncompliance outside of the time of the visit or exchange. The fee will be charged to each party that does not comply and are not part of the court ordered sliding fee scale. These fees will be due by 5 PM the day prior to the beginning of the next scheduled visit or exchange or services will be suspended until payment is made.
70. \_\_\_\_\_ Files will not be released to parties unless they are *pro se*. Documents will be provided to attorneys and *pro se* parties by way of subpoena or business records affidavit only at a rate of \$0.25 (25 cents) per page, with a

Last edited  
8/16/2004

\_\_\_\_\_  
Page 8 of 10 Client initials

71. minimum of \$5.00 for research and staff time charged at \$40.00 per hour. Documents will not be mailed; they must be picked up by a courier such as FedEx, UPS, or private mail service. Documents will be provided to agents working for the court (such as psychologists or social workers involved in a social study) and fees for such records requests charged to the parties.
72. \_\_\_\_\_ If requested to appear in court, Meet in the Middle will charge the issuing party \$75.00 per hour including all travel time to and from the court, with a nonrefundable minimum of \$150.00 for each day requested for testimony. Payment of the nonrefundable minimum fee is due 72 weekday business hours prior to the time of the scheduled court appearance. This fee applies for each court visit, whether or not testimony actually takes place.

**Acknowledgment of the guidelines**

73. \_\_\_\_\_ The most important rule to remember is that parties are expected to comply with directives from Meet in the Middle staff while they are on site, whether for supervised visitation or exchange. Although parties may not understand why an instruction is given or agree with the instruction they are given, the time to address questions and concerns is not during the time assigned for supervised visitation or exchange. In certain cases there may be changes to routine operations in order to accommodate unusual or unforeseen events or needs that may or may not relate to your individual case. Please remember that we are serving a number of families at any given time and that compliance with the rules outlined herein will enhance services to everyone.
74. \_\_\_\_\_ These guidelines are not meant to be all encompassing. Additional rules may be appropriate for individual cases.

**I HAVE READ AND RECEIVED A COPY OF THESE RULES AND HAVE A COPY FOR MYSELF. I UNDERSTAND MEET IN THE MIDDLE RESERVES THE RIGHT TO REVISE AND/OR CHANGE POLICIES AT ANY TIME OR MODIFY RULES ON A CASE BY CASE BASIS. MY SIGNATURE BELOW INDICATES I UNDERSTAND THESE RULES AND AGREE TO FOLLOW THESE RULES. I UNDERSTAND THAT THE INFORMATION GATHERED DURING EXCHANGES AND SUPERVISED VISITATIONS WILL BE RELEASED TO THE COURT AND OTHERS AUTHORIZED BY THE COURT TO HAVE SUCH INFORMATION. I UNDERSTAND THAT IF I DO NOT COMPLY WITH THESE RULES, THE VISITATION OR EXCHANGES MAY BE SUSPENDED OR TERMINATED AND NOTICE OF SUCH MAY BE PROVIDED TO THE COURT.**

---

Signature

Date

Last edited  
8/16/2004

\_\_\_\_\_  
Client initials

Page 9 of 10

Meet in the Middle Staff

Date

\_\_\_\_\_  
Page 10 of 10

Client initials

Last edited  
8/16/2004

VOL. 80 PAGE 151

# PROCLAMATION

- WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and
- WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred seventeenth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and
- WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE the Tom Green County Commissioners' Court of Tom Green County, Texas do hereby proclaim the week of September 17 through 23 as

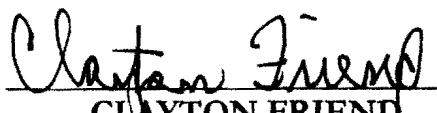
## Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County to be affixed this 14<sup>th</sup> day of September the year of our Lord two thousand four.



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



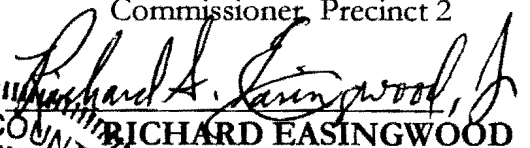
**CLAYTON FRIEND**  
Commissioner, Precinct 1



**KARL BOOKTER**  
Commissioner, Precinct 2



**JODIE R. WEEKS**  
Commissioner, Precinct 3



**RICHARD EASINGWOOD**  
Commissioner, Precinct 4



I.

**EFFECTIVE DATE OF AGREEMENT: October 1, 2004**

II.

**PARTIES**

- (1) CalTech Software Systems, Inc. dba CalTech  
c/o Jenny Dupre, Service Manager  
4152 S. Jackson  
San Angelo, Texas 76903  
325-947-2148  
(In this Contract, this Party will be referred to as "CalTech")

Tom Green County  
c/o County Judge of Tom Green County, Texas  
122 W. Harris  
San Angelo, Texas 76903  
325-653-3318  
(In this Contract, this Party will be referred to as "Client")

III.

**INTRODUCTION AND RECITALS**

This Contract (the "Agreement") between CalTech and Client sets out the terms and conditions under which CalTech will provide service on Client's System. In consideration of the mutual promises and considerations contained within this Agreement, CalTech and Client agree as follows:

IV.

**AGREEMENT**

**1. DEFINITIONS:**

- a. **"Contract Year"**: The twelve consecutive calendar months following the Effective Date of Agreement.
- b. **"Date of Agreement"**: The date of the first day of a calendar quarter as shown at the top of this Agreement and styled "Effective Date of Agreement."
- c. **"Emergency"**: The client will determine when an incident is considered a emergency. When the client determines that an incident is an emergency then the client will invoke a one hour response.
- d. **"Incident"**: Resolving a problem with hardware or software; or installing hardware or software.
- e. **"Overage"**: The number of hours of Service provided to Client and which are in excess of those specified within the Client's chosen Service Plan or the Response Time, or both, as applicable.
- f. **"Price"**: The cost to Client for the Service Plan and Response Time chosen by Client.
- g. **"Quarter"**: The first three consecutive calendar months of the calendar year beginning with the Date of Agreement and each three calendar months thereafter.

- h. **"Service" or "Services"**: Addressing an Incident or otherwise providing support for maintenance, installation, and repair of Client's System.
- i. **"Response Time"**: The amount of time between the Client's initial telephone call or other contact notifying CalTech of a problem and the time that CalTech initiates Service.
- j. **"Service Plan"**: The number of hours of Service CalTech will provide to Client. Client selects a Service Plan from the options set out on "Exhibit A."
- k. **"System"**: The computers, servers, network equipment and like hardware, and the software which belongs to Client and on which CalTech will render Services under this Agreement.
- l. **"Travel Time"**: The number of hours (or parts thereof) to Client's location outside of San Angelo City Limits.

**2. TERM OF CONTRACT:**

This Agreement begins on the Date of Agreement and continues for the Contract Year (the following twelve consecutive months). This contract automatically renews for a single year term under the same terms and conditions, (three times only) unless either party declines in writing delivered to an authorized representative of the other party, no earlier than 90 days and no later than 30 days before the initial termination date of this contract.

**3. CONSIDERATION AND TERMINATION:**

- a. Client agrees to pay CalTech the **"Price"** of \$49,320 for the annual **"Service Plan and Response Time"** chosen by Client in this Agreement. Twenty-five percent (25%) of the Price is due and payable to CalTech by Client when this Agreement is signed by the Parties on the **"Date of Agreement."** The balance of seventy-five percent (75%) of the initial Price is due and payable to CalTech by Client in three (3) installments, each equal to twenty-five percent (25%) of the initial Price, as follows: the first installment is due and payable to CalTech by Client on or before the first day of the second Quarter of the Contract Year; the second installment is due and payable to CalTech by Client on or before the first day of the third Quarter of the Contract Year; and the then remaining balance of the Price and the final installment is due and payable to CalTech by Client on the first day of the fourth Quarter of the Contract Year.
- b. Client will additionally pay for the cost of Client's System and any additions or replacement to Client's System. CalTech will bill Client for these additional charges on a monthly basis. Payment is due upon receipt of the bill.
- c. Client will additionally pay the costs of Travel Time, and hours of Service in excess of the respective Service Plan or Response Time chosen by Client (that is the **"overage"** hourly rate for the Service Plan and Response Time). CalTech will bill Client for these additional charges on a quarterly basis.
- d. If Client fails to make any payments due under this Agreement within forty (40) days of the due date, CalTech, at its option, may cancel this Agreement immediately and will thereafter have no obligations under this Agreement. Failure of CalTech to exercise this option at any time will not constitute a waiver of their right.
- e. Taxes, if any, on amounts payable under this Agreement will be paid by Client at the same time that Client makes payment for the applicable charge for services under the selected Service Plan and Response Time, hardware, software, Travel Time, and any additional charges allowed under this Agreement.
- f. Past-due amounts earn interest at the rate of 10% per annum. Interest shall not exceed the

maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of said maximum amount shall be credited to the principal of the debt or, if that is paid, refunded.

- g. CalTech WILL CHARGE ADDITIONAL AMOUNTS FOR Travel Time for trips to locations outside the City of San Angelo. Travel Time rates will be at the then current catalog price which is currently \$55/hr.

4. **SERVICE AND SUPPORT:**

As a part of the Service Plan selected by Client on "Exhibit A," CalTech will provide the following Services, as well as the other Services provided for under this Agreement:

- a. **Troubleshooting:** CalTech will periodically perform specific tests for potential problems with the Client's system. In the event a problem is detected with any hardware, CalTech will replace the hardware or any part thereof at Client's expense. If any replacement part is covered by a manufacturer's warranty, Client will be entitled to the benefits provided by the warranty.
- b. **Optimize:** CalTech will also optimize or configure any application or operating system software of Client so Client's System will run more efficiently. CalTech will adjust Client's System to avoid conflicts between hardware, software, or both.
- c. **Other Tests:** If Client detects any problem with hardware or software, CalTech will perform diagnostic tests on Client's System to locate and attempt to resolve the problem.
- d. **Telephone Support:** CalTech will be available by telephone to Client during CalTech's normal business hours and CalTech will answer questions about Client's System and assist Client with troubleshooting Client's System problems for up to ten (10) minutes per Incident without charge.

5. **SERVICE PLAN:**

As described in Paragraph 1(j) of the Definitions, a Service Plan means the number of hours of Service which Client receives per Contract Quarter under the Service Plan selected by Client on "Exhibit A." CalTech will perform additional hours of Service per Quarter, but will charge Client an hourly rate listed as "Overage"(as describe in Paragraph 1(e)) cost per hour as defined within "Exhibit A".

Service must be performed during CalTech's normal business hours, which are Monday thru Friday from 9:00am to 5:00pm, unless otherwise specifically agreed to herein. Hours of Service after CalTech's normal business hours will be charged against the Service Plan at the rate of one and one-half hours for each hour of Service rendered.

6. **RESPONSE TIME:**

Under this Agreement, **Response Time** means the time within which CalTech will deliver its services to Client. "One-Hour" Response Time Services provided in excess of those requested by Client will be charged at the "**Cost Per Response for Overage**" rate. "Response Time" or "Respond" is the amount of time between the Client's initial telephone call (or other contact notifying CalTech of a problem) and the time that CalTech initiates Service, exclusive of Travel Time (Travel Time is travel outside of the San Angelo, Texas city limits). Travel Time is billed separately at a different rate as set forth elsewhere in this Agreement. Response Time is limited to the City Limits of the City of San Angelo, Texas.

7. **EXCLUSIONS FROM SERVICE:**

CalTech is not obligated to provide the following under this Agreement: Electrical work external to computers; maintenance of any accessories, attachments, machines or other devices not part of the System; or repair of damage resulting from accident, neglect, misuse, failure of electrical power or causes other than ordinary use. CalTech is not obligated to furnish computers, printers, hardware, paper, printer supplies,



cables, or other supplies or software for operation of Client's System. CalTech is not required to provide Services that are impractical because of alterations in Client's computers or their connections or because of mechanical or electrical connections to other machines or devices. This Agreement does not require CalTech to provide Services that could or may violate copyright or patent laws or otherwise be illegal.

**8. FURNISHING OF SERVICES:**

CalTech will perform Services as promptly as practicable. CalTech shall have full and free access to Client's System to perform Services. CalTech is not responsible for the failure to render Services because of reasons beyond its control.

**9. SERVICES BY OTHERS EXCLUDED:**

Client will not authorize anyone other than CalTech to repair or maintain any of Client's System during the term of this Agreement except as covered by warranty.

**10. MISCELLANEOUS MATTERS:**

- a. If any Party to this Agreement files a lawsuit, the prevailing Party shall be entitled to recover that Party's reasonable attorney's fees, costs, and expert witness fees in addition to any other relief to which entitled.
- b. This Agreement shall be construed under the laws of the State of Texas. Venue shall be in Tom Green County, Texas.
- c. This Agreement is binding upon the Parties and their respective heirs, executors, administrators, legal representative, successors and assigns.
- d. Client may not assign this Agreement without CalTech's express prior written consent. CalTech may not assign this agreement without client's express prior written consent.
- e. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not present, so long as the herein expressed purpose and intent of the Parties can still be accomplished.
- f. This is the entire and only agreement and understanding of the Parties and there are no representations, agreements, arrangements, or understandings concerning the subject matter of this Agreement which are not fully expressed and incorporated within this Agreement.
- g. Client represents that it is the proper Party to enter into this Agreement and that all resolutions or other corporate or partnership actions necessary for Client to enter into this Agreement have been fully, properly and completely satisfied.
- h. This is not an insurance contract and CalTech in no way insures Client nor is CalTech obligated to maintain insurance for the benefit of Client. Client must maintain insurance providing such coverage and limits as Client deems necessary.
- i. Client agrees not to interfere with the relationship between CalTech and its personnel or hire, retain, contract with, employ or otherwise solicit away any CalTech personnel, or induce CalTech personnel to do so with Client or any other person or entity during the term of this Agreement and for one-hundred twenty (120) days from the end of the Contract Year or the date the Client's services terminate with CalTech. Should Client and CalTech mutually agree, however, on the permanent placement of a CalTech employee for Client, or any other form of permanent employment relationship of a CalTech employee for or with Client, then Client agrees to compensate CalTech for its investment in the employee and the hiring, training, experience, and education of the employee by CalTech at the rate of 15% of the employee's actual first twelve-

month "Base Annual Earnings" with Client. If employee does not continue employment for a full twelve months, then CalTech will be compensated at the rate of 15% of the employee's Base Annual Earnings determined by annualizing the employee's highest monthly compensation while employed for or on behalf of Client. The term "Base Annual Earnings" means all income, bonuses, earnings or other compensation (excluding employee benefits, unemployment expenses and the like) paid or given to the employee.

- j. This Agreement may not be modified or amended, except in writing, signed by the Party or Parties to be bound thereby.
- k. Client, by signing this Agreement, represents that Client understands this Agreement and it is being signed by Client after having read it carefully.

**11. PRIVACY POLICY:**

At CalTech, we respect and are committed to protecting your privacy. We also realize that in today's technology driven world it is imperative that your private information remains secure. This information includes:

- Passwords
- IP Addresses
- Phone Numbers
- Customer Information
- Employee Information
- Financial Information

We have adopted this policy to ensure that your information is secure. This information will never be given out without consent from the Commissioner's Court. CalTech will only disclose information when required by law or in the good-faith belief that such action is necessary to complete a project with other third party vendors (introduced by your entity.)

**12. MEDIATION:**

If a Party to this Agreement has a dispute arising from this Agreement (including Services provided by CalTech) then that Party shall give the other Party notice of the dispute and will engage in a good faith effort toward resolution. If the dispute cannot be resolved through good faith negotiations, both Parties agree to submit the dispute to mediation through a mediator selected by the Parties. If the Parties cannot agree upon a mediator, they may request a mediator recommendation by a District Court Judge of Tom Green County, Texas. If the parties still cannot agree upon a mediator, then the parties can pursue other legal and equitable remedies. All mediations will be in San Angelo, Texas unless the Parties otherwise agree in writing after the dispute arises and before commencement of the mediation. Mediation will be generally conducted as an alternative dispute resolution as the frame work is provided by the Texas Civil Practice and Remedies Code.

**13. LIMITATION OF DAMAGES:**

- a. CalTech does not warrant that CalTech will keep all or any part of the components of Client's System operating, nor that CalTech's Services will prevent disruptions in the System caused by System errors, System breakdowns or by CalTech's Services or Response Time. CalTech is not an insurer.
- b. CalTech shall not be liable for loss, injury, or damage caused by delays, interruptions or causes beyond CalTech's control.
- c. Client represents and warrants that Client understands the need for and the importance of always having a daily backup of Client's data, that Client has such backups and that Client will continue to have such daily backups during the term of this Agreement. Client further represents and warrants



that such backups will always have been performed by Client prior to CalTech performing any Services. CalTech is not responsible for seeing that any such backup has been performed before CalTech provides any Services to or on behalf of Client. Accordingly, Client understands, accepts, and releases CalTech from any loss of Client's data, due to client not performing backups.

- d. Client understands that CalTech does not write software and the software made by any other company or person other than CalTech may or may not perform unto expectations. CalTech is not liable for failure of software to perform.

OCT 20 2004

SIGNED on this the \_\_\_\_ day of \_\_\_\_\_, 2004, but effective on the "Effective Date of Agreement" shown on the beginning of this Agreement (being the first day of a Calendar Quarter).

CALTECH SOFTWARE SYSTEMS,  
INC. dba CALTECH

By:

Name:

Position:

CLIENT:

(Tom Green County)

Michael D. "Mike" Brown

By:

Name:

Position:

**"EXHIBIT A" TO AGREEMENT**

DATE OF THIS "EXHIBIT A": \_\_\_\_\_.

This "Exhibit A" is a part of the Agreement between CalTech and **Tom Green County**, Client, and is incorporated into the Agreement.

**I.  
SERVICE PLANS**

Please initial the Service Plan below:

Client: \_\_\_\_\_ (1) Unless a one hour response is invoke by the client, CalTech will respond as follows: If Client contacts CalTech before 9:00 a.m. of any business day, CalTech will respond within eight (8) hours. However, if Client contacts CalTech after 9:00 a.m., CalTech will respond on the next business day.

	Base Rate	
100 Network Hours/Quarter	\$82	\$8200/quarter
Overage Rate Per Hour		\$85
40 Advanced HelpDesk Support Hours/Quarter (for ITD only)	\$82	\$3280/quarter
Overage Rate Per Hour		\$85
10 Emergency Responses/Quarter	\$85	\$850/quarter
Overage Rate Per Incident		\$165

CALTECH SOFTWARE SYSTEMS,  
INC. dba CALTECH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

CLIENT:

\_\_\_\_\_  
(Tom Green County)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

REQUEST FOR PROPOSALS  
Network Engineer/ Consultant Services

RFP NO. 04-023

NETWORK ENGINEER/ CONSULTANT SERVICES

Revised Pricing Form

8/9/2004

	Original Bid		Alternate Bid	
	Hrs.	Base Rate	Hrs.	Base Rate
Network Hours/ Per Quarter (On-Site or in-Shop)	100	\$ 82	35	\$ 97
Overage Rate per Hour:		\$ 85		\$ 107
HelpDesk Support Hours/Per Quarter (to assist Information Technology Department only)	40	\$ 82	0	\$
Overage Rate per Hour:		\$ 85		\$
10 Emergency Responses/Per Quarter:		\$ 85		\$ 85
Overage Rate per Incident		\$ 165		\$ 165
Total Per Quarter:		\$ 12,330		\$ 4,245
TOTAL ANNUAL:		\$ 49,320		\$ 16,980

Vendor Name: CalTech

Please Print

Revised PAGE 10 OF RFP NO. 04-023

Term: 1yr w/3 one-yr options

VOL. 80 PAGE 153-G

#17

8.23.04

REBID 2004 FORD MORE NEW MODEL FULL SIZE VEHICLE

Vendor	Philpott Motors Nederland, Tx	Jim Bass Ford San Angelo, Tx	Golding Motors Inc San Saba	Rogers Dodge/Alvin Dodge Alvin, Tx	Randolph Chrysler-Dodge-Jeep Brownwood, TX
Make	Ford 2005 Crown Victoria	Ford 2005 Crown Victoria	Ford 2005 Crown Victoria	Ford 2005 Durango SLT	Dodge Durango SLT
Cash Price	\$19,440.00	\$19,618.00	\$19,618.00	\$23,799.00	\$23,799.00
Est. Delivery	60working days	60days	60days	90-120 days	90-120 days
Manufacturer's Original Warranty	36/36 36,000/36,000	36/36 parts/labor	36/36 parts/labor	36/36 parts/labor	36/36 parts/labor
Manufacturer's Extended warranty	60/60	60/60 parts/labor	60/60 parts/labor	60/60 parts/labor	60/60 parts/labor
Cost	n/a	\$675.00	\$675.00	\$2,340.00	\$2,340.00
Nearest Vendor to perform warranty Repairs	Any Ford Lincoln Mercury dealer	Any Ford Lincoln Mercury dealer	Any Ford Lincoln Mercury dealer	N/A	N/A
Total	\$19,440.00	\$19,618.00	\$19,618.00	\$23,799.00	\$23,799.00
Bid Deviations					Cassette not available

1 -> Alternate Bid from Jim Bass  
1ea 2004 Crown Victoria for \$18,649.00


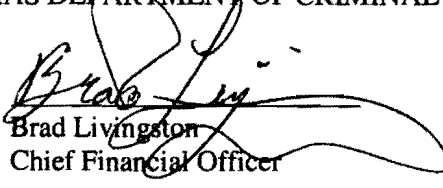
↑  
3

VOL. 80 PAGE 154





This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

<b>RECEIVING PARTY:</b>	<b>TEXAS DEPARTMENT OF CRIMINAL JUSTICE</b>		
<b>MAILING ADDRESS:</b>	Laundry and Food Services; 1060 SH 190 E; Huntsville, Texas 77340		
<b>and</b>			
<b>STREET ADDRESS:</b>	San Angelo Work Camp; 10950 US Hwy. 87 North; Carlsbad, Texas 76934		
<b>PERFORMING PARTY:</b>	<b>TOM GREEN COUNTY</b>	<b>Vendor ID #</b>	
<b>MAILING ADDRESS:</b>	112 West Beauregard		
	San Angelo, Texas 76903		
<b>STREET ADDRESS:</b>			
<b>LEGAL AUTHORITY TO CONTRACT:</b> Interlocal Cooperation Act, Chapter 791, Texas Government Code			
<b>CONTRACT TERM:</b> 09/01/04 through 08/31/05			
<b>TOTAL AMOUNT NOT TO EXCEED \$95,058.00</b>			
<b>SUMMARY OF SERVICES:</b> Tom Green County will provide laundry and food services to the TDCJ San Angelo Work Camp.			
<b>EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN</b>			
<b>PERFORMING PARTY:</b>	<b>RECEIVING PARTY:</b>		
TOM GREEN COUNTY	TEXAS DEPARTMENT OF CRIMINAL JUSTICE		
<b>BY:</b> 	<b>BY:</b> 		
Mike Brown County Judge	Brad Livingston Chief Financial Officer		
<b>DATE:</b> <u>9/14/04</u>	<b>DATE:</b> <u>8/27/04</u>		



## INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the State and Local Agencies shown below as "Contracting Parties," pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

### I. CONTRACTING PARTIES

The Receiving Party: Texas Department of Criminal Justice (TDCJ)

The Performing Party: Tom Green County

### II. STATEMENT OF SERVICES TO BE PERFORMED

#### A. Tom Green County Obligations – Food Services

1. Shall provide wholesome and nutritious meals for all offenders and staff assigned to the TDCJ San Angelo Work Camp. The population, including offenders and staff, shall not exceed 40.
2. Shall provide the actual number of meals required up to 40 meals (actual meal counts each day to be coordinated between Tom Green County and TDCJ), three times per day, seven days per week. Tom Green County shall provide:
  - a. one hot breakfast, one prepared sack lunch (minimum of 1000 calories), and one hot dinner per person during Monday through Friday with the exception of observed holidays (see attached holidays), total daily calorie intake of 2400 – 2700 calories;
  - b. one hot breakfast, one hot lunch and one hot dinner per person during Saturday, Sunday and observed holidays;
  - c. meal to include a beverage, with milk provided at least once/day and a vitamin C enriched fruit drink provided at least once/day;
  - d. adequate portions of each item for each meal in either insulated transport carriers or prepared sack lunches; and
  - e. lunch completely prepared and sacked by Tom Green County prior to pick up by TDCJ.
3. Shall, on a monthly basis, provide TDCJ with a copy of the menu from the prior month. This menu shall be submitted each month with the Tom Green County invoice to TDCJ. Tom Green County shall assure that the

**Contract Number 696-OS-5-5-L0024**

menus, to include dietary allowance, are approved at least annually by a qualified nutritionist or dietitian to ensure that the menus meet the nationally recommended dietary allowances.

4. Shall ensure that all food handlers are properly trained and that the food handlers performing services hereunder have appropriate food handler's certificates or are inspected prior to each shift to assure that food handlers are free from disease.
5. Shall wash and clean insulated trays and/or transport.

**B. Tom Green County Obligations – Laundry Services**

1. Tom Green County shall provide laundry services to the San Angelo Work Camp. Laundering of offender clothing, sheets, pillowcases, blankets, towels and other items as requested by TDCJ will be provided on a forty-eight (48) hour turn-around service.
2. Soiled laundry will be delivered and picked up by Tom Green County personnel at a time agreed upon by Tom Green County and TDCJ. Laundry will be weighed for billing purposes upon receipt by Tom Green County. Soiled laundry will be washed, dried and folded.
3. Staff uniforms will not be laundered under this Contract.

**C. TDCJ's Obligations**

1. TDCJ agrees to notify Tom Green County 24 hours in advance of the exact number of meals to provide the following day, not to exceed 40.
2. At a mutually agreed time, TDCJ will pick up and return the food and beverage containers from Tom Green County food service. TDCJ will sign for receipt in the food and beverages and accept the responsibility for delivery and serving.
3. TDCJ will ensure that all serving containers and utensils are thoroughly rinsed and free of food particles before returning them to Tom Green County.
4. If TDCJ finds any spoiled or unwholesome meals, TDCJ will return the allegedly spoiled and unwholesome food and beverages to Tom Green County. If the dietitian agrees that the food or beverages are spoiled or unwholesome, TDCJ will not be liable for paying for those meals. However, the cost of additional food or beverages required due to TDCJ mishandling, will be added to the monthly invoice.

5. TDCJ shall serve the meals to offenders and staff.
6. TDCJ will provide bulk food and beverage containers to Tom Green County, plates, cups and eating/serving utensils to the work camp.
7. TDCJ may monitor Tom Green County food service operations by periodic onsite inspections. TDCJ shall perform inspections in a manner that will not unduly interfere with Tom Green County's performance of services. Tom Green County shall furnish all reasonable facilities and assistance for the safe and convenient performance of these inspections.

### **III. BASIS FOR CALCULATING REIMBURSABLE COSTS**

TDCJ will reimburse Tom Green County at a rate of \$2.16 per person per meal for actual meals prepared, reduced by any spoiled or unwholesome meals described in Section II.C.4 above, for up to 40 persons. TDCJ will reimburse Tom Green County in an annual amount not to exceed \$450.00 for laundry services.

### **IV. CONTRACT AMOUNT**

The total amount of this Contract shall not exceed \$95,058.00.

### **V. PAYMENT FOR SERVICES**

TDCJ will pay for service received pursuant to this Contract from appropriation item(s) or account(s) of TDCJ from which like expenditures would normally be paid, based upon vouchers drawn by TDCJ payable to Tom Green County.

Payments for service performed shall be billed monthly. Tom Green County shall submit invoices and a copy of the menu to the following location:

TDCJ Laundry and Food Services  
Attn: Janie Thomas  
1060 SH 190 E  
Huntsville, Texas 77340  
Phone: (936) 437-4852

Payments received by Tom Green County shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

### **VI. TERM OF CONTRACT**

This Contract is to begin September 1, 2004 and shall terminate on August 31, 2005 unless terminated sooner in accordance with Section IX below.

**VII. RELATIONSHIP OF PARTIES**

Tom Green County is associated with TDCJ only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, Tom Green County is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein 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 TDCJ whatsoever with respect to the indebtedness, liabilities, and obligations Tom Green County or any other party.

**VIII. RIGHT TO AUDIT AND INSPECT**

- A. The Receiving Party shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of Performing Party related to the Facility, including but not limited to, all financial books and records, maintenance records, employee records, and offender records generated by Performing Party and its subcontractors in connection with performance of this Contract.
- B. If any of the services are non-compliant with the Contract requirements, Performing Party shall be notified describing specific areas of non-compliance. Performing Party shall have a 30-day period to file a written response to all such items of non-compliance. For all items of non-compliance satisfactorily resolved by agreement between Performing Party and Receiving Party, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Performing Party and Receiving Party, and such item remains uncorrected for a period of 30 days or longer after written notification to Performing Party, then such item may be declared to be an event of default.
- C. Financial records, supporting documents, offender records, statistical records, audit work papers, audit reports, and all other records pertinent to this Contract shall be retained for a period of three (3) years, with the following qualification: If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Audit work papers and reports shall be retained for a minimum of three (3) years from the date of the audit report. The retention period for all other records starts from the date of the submission of the final expenditure report or from the date of the Receiving Party's final payment under the award, whichever is later.
- D. Performing Party shall provide entry at all times by the Texas Board of Criminal Justice, Internal Affairs, Internal Audit and other Receiving Party authorized employees/agents for inspections, searches and any other official purposes so designated by the Receiving Party. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as

well as any other persons designated by the Receiving Party, shall be admitted into the facilities at any time.

- E. Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Party and the requirement to cooperate is included in any subcontract it awards. Performing Party will reimburse the State of Texas for all costs associated with enforcing this provision.

#### **IX. DEFAULT AND TERMINATION**

- A. In the event that Tom Green County fails to fulfill its contractual obligations as set forth herein, TDCJ will provide written notification to Tom Green County that possible breach of contract has occurred. Tom Green County shall submit a mutually agreeable solution to TDCJ within twenty (20) days of notification. If an agreeable solution cannot be reached within twenty (20) days of notification, TDCJ reserves the right to terminate this Contract upon ten (10) days written notice to Tom Green County.
- B. Either party may terminate this Contract, without cause, upon thirty (30) days prior written notice to the other party.
- C. Within twenty (20) days after the effective date of termination, Tom Green County shall submit its statement for services rendered prior to the date of termination.

#### **X. DISPUTE RESOLUTION**

Any dispute arising under this Contract, which is not disposed of by mutual agreement between Receiving Party and Performing Party shall be resolved as follows:

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Receiving Party and Performing Party to attempt to resolve any claim for breach of Contract made by Performing Party.

- A. Performing Party's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, Performing Party shall submit written notice, as required by Subchapter B, to the Director for Contracts and Procurement, or the agency's designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340. Said

notice shall specifically state the provisions of Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives Receiving Party and Performing Party otherwise entitled to notice under the parties' Contract. Compliance by Performing Party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

- B. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is Performing Party's sole and exclusive process for seeking a remedy for an alleged breach of Contract by Receiving Party if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by Receiving Party nor any other conduct of any representative of Receiving Party related to the Contract shall be considered a waiver of sovereign immunity to suit.

In addition to complying with Chapter 2260 of the Government Code, Receiving Party and Performing Party shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Receiving Party of Criminal Justice, Chapter 155, Reports and Information Gathering, Subchapter C, Procedures for Resolving Claims and Disputes.

At all times during the course of the dispute resolution process, Performing Party shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Receiving Party's directive, decision or order, and shall be governed by all applicable provisions of this Contract. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.

#### **XI. MISCELLANEOUS**

- A. This Contract may be amended or supplemented only by a written document signed by the duly authorized representatives of Tom Green County and TDCJ.
- B. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- C. This Contract and any written modifications constitute the sole agreement of Tom Green County and TDCJ. Any oral agreements or understandings outside the terms of this Contract shall be void.
- D. Tom Green County and TDCJ do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the

**Contract Number 696-OS-5-5-L0024**

statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) 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 responsible bidder.

- E. TDCJ further certifies that it has the authority to contract for the above services by authority granted in Title 4, Subtitle G, Texas Government Code.

Observed State Holidays FY05

Labor Day	09/06/04	Monday
Veteran's Day	11/11/04	Thursday
Thanksgiving Day	11/25/04	Thursday
Day after Thanksgiving	11/26/04	Friday
Christmas Eve Day	12/24/04	Friday
Christmas Day	12/25/04	Saturday
Day after Christmas	12/26/04	Sunday
New Year's Day	01/01/05	Saturday
Martin Luther King, Jr. Day	01/17/05	Monday
Presidents' Day	02/21/05	Monday
Memorial Day	05/30/05	Monday
Independence Day	07/04/05	Monday



## Resolution to adopt Hazard Mitigation Plan for the Concho Valley Council of Governments

WHEREAS, certain areas of Tom Green County are subject to periodic flooding and other natural and man-caused hazards with the potential to cause damages to people properties within the area; and

WHEREAS, Tom Green County desires to prepare and mitigate for such circumstances; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004; and

WHEREAS, to assist cities and counties in meeting this requirement, the Concho Valley Council of Governments, with the assistance of H2O Partners, Inc. of Austin, Texas, has initiated development of an area-wide, multi-jurisdictional Hazard Mitigation Plan covering fourteen cities and twelve counties, including Tom Green County;

NOW, therefore, be it resolved, that Tom Green County Commissioners Court hereby:  
Adopts those portions of the Plan entitled, "Concho Valley Council of Governments Regional Mitigation Action Plan, 2004 – 2009 that pertain to Tom Green County; and


Vests the Michael D. Brown, County Judge with the responsibility, authority, and the means to:

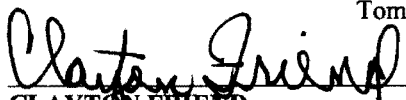
- (a) Inform all concerned parties of this action.
- (b) Develop an addendum to this Hazard Mitigation Plan if the town's unique situation warrants such an addendum.
- (c) Make minor, unsubstantial technical changes to the plan.


Appoints Captain Steve Mild, Tom Green County Sheriff's Office to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the Tom Green County addendum to the Hazard Mitigation Plan be developed and presented to the Commissioners Court for consideration.

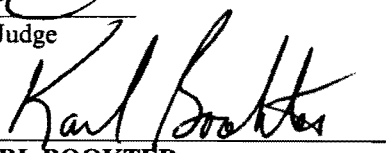
Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

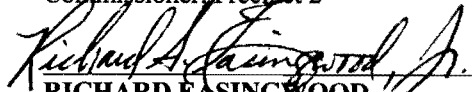
Adopted on the 14<sup>th</sup> day of September, 2004.

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

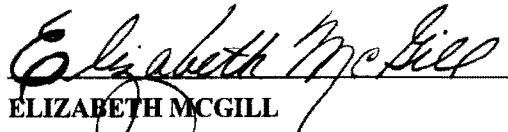
  
**CLAYTON FRIEND**  
Commissioner, Precinct 1

  
**JODIE R. WEEKS**  
Commissioner, Precinct 3

  
**KARL BOOKTER**  
Commissioner, Precinct 2

  
**RICHARD EASINGWOOD, JR.**  
Commissioner, Precinct 4

ATTEST:

  
**ELIZABETH MCGILL**  
Tom Green County Clerk



095260

CONTRACT NUMBER

STATE OF TEXAS §  
COUNTY OF TAYLOR §CFDA#: 84.184C Payee ID #: 75-6001184  
Program Name: Title IV Legal/Funding Authority: NCLB, Title IV  
Community Service Grants Part A, Subpart B, Section 4126

SEP 15 2004

## REGION 14 EDUCATION SERVICE CENTER STANDARD CONTRACT

## ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between Region 14 Education Service Center, hereinafter referred to as "Agency," and Roy K. Robb - Adjudication Facility of San Angelo, Texas, hereinafter referred to as "Contractor."

## ARTICLE II. PERIOD OF CONTRACT

Agency shall pay Contractor for any approved cost incurred by Contractor in connection with the purposes intended to be achieved through this agreement during the period beginning 09/01/04 and ending 6/30/05 unless extended or terminated as otherwise provided for in this agreement.

## ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties set out in this contract, which incorporates by reference the contractor's proposal.

## ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to Agency of funds for the purpose(s) of this agreement, Agency shall pay to Contractor an amount not to exceed \$56,700.00 for the performance, satisfactory to the Agency, of Contractor's functions and duties under this agreement. Payment to Contractor by Agency will be made upon submission of a completed Expenditure Report Form as specified in the RFP instructions.

## ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and made a part hereof by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

- ☒ General Provisions ☒ Special Provisions A, Expenditures/Reports  
☒ Special Provisions B, Debarment ☒ Special Provisions C, Program Specific

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

Typed name: Michael D. "Mike" Brown  
Typed title: Tom Green County Judge

[Signature]  
Authorized Signature

## This section reserved for Region 14 ESC use.

I, an authorized official of Region 14 Education Service Center (Agency), hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Region 14 ESC this 16 day of Sept. 2004 (month/year) by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Ronnie Kincaid, Executive Director  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601-4750

[Signature]

Signature of Authorized Region 14 Representative

Rev. 5/04

## INSTRUCTIONS

Thank you for agreeing to provide *contracted services* under the Title IV Community Service Grant Program. Attached is an electronic copy of a Region 14 Standard Contract for your review, completion, and signature. Please read the agreement carefully, reviewing, in particular, the beginning and ending date of the contract, the total amount of the agreement, and the attached description of services and general and special provisions. The contract form is in a MS Word format with locked fields. To enter the required information (except for original signatures), use the Tab key to scroll forward to the next field or Shift+Tab to scroll backward.

**You will need to enter information in three places: (1) the contract cover sheet (page 1); (2) Sections Q and R of the General Provisions (page 5); and (3) the Debarment and Suspension Certification (page 8).**

On page 1, please enter the organization's nine (9) digit Federal Employer Identification (FEI) number or Contractor's fourteen (14) digit State of Texas Vendor's Identification Number (VIN) in the box provided on the top right of the contract form. If Contractor is incorporated, Contractor shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Enter the organization name and city in Article I. Ensure that the amount to be contracted in Article IV matches the figure verified by project staff at the Texas Center for Service-Learning following any contract negotiations. Please type or verify the name and title of the person authorized to bind your organization in an agreement in the space provided on the first page of the agreement and obtain signatures on all three copies. **Please do not date the contract.**

Please enter on page 5 the appropriate contact information in Sections Q and R of the General Provisions. On page 8 please enter the name, title, and signature of an authorized representative on the Debarment and Suspension Certification.

When finished, please print the contract form and forward three copies of the signed contract, all with original signatures of the authorized representative, to Ronnie Kincaid, Executive Director of Region 14 Education Service Center. A completed contract form will be returned for your files upon approval of Mr. Kincaid.

Expenditure reports must be submitted by the dates indicated in Special Provisions A but may be submitted more frequently, if necessary, to request partial payment on the contract. The final expenditure report/invoice will be due no later than thirty (30) days after the end of the contract. All costs must be reasonable and necessary in the conduct of the agreement. As also specified in Special Provisions A, payment on the final expenditure report is contingent upon receipt of all reports/products required by this contract, which incorporates, by reference, the approved proposal for the Title IV Community Service Grant Program. The description of services and related costs provided on the invoice/expenditure report must coincide with the description of services and the budget detailed in the proposal. Expenditure reports will be reviewed by the Agency contact persons for verification of satisfactory performance of services.

Please do not hesitate to call Wanda Holland (ext. 102) or Susan Sneller (ext. 103) at (512) 441-1147 or 1-877-441-1147 (toll-free) should you have any questions concerning the agreement.

## GENERAL PROVISIONS

- A. As used in these General Provisions:  
*Contract* means the entire document, whatever its name or form, of which these General Provisions and other attachments, if any, are a part, and the approved proposal for implementing a Title IV Community Service Grant Program;  
*Agency* means the Region 14 Education Service Center;  
*Contractor or Applicant* means the party or parties to this contract other than Agency;  
*Project Administrator* means the person representing Agency or Contractor, as indicated by the contract, for the purposes of administering the contract project; and  
*Contract Project* means the purposes intended to be achieved through the contract of which these General Provisions are a part.
- B. This contract is executed by Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by Agency at any time upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency. This contract may be extended or otherwise amended only by formal written amendment properly executed by both Agency and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.
- C. For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Contractor, its Agents, Employees, and Subcontractors, done in the conduct of the contract project.  
For all other contractors, subcontractors, grantees, and subgrantees, including nonprofit organizations and for-profit businesses: Contractor shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Contractor, its Agents, Employees, and Subcontractors, done in the conduct of the contract project.
- D. Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this contract, without prior formal written amendment to this contract properly executed by both Agency and Contractor.
- E. All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this contract. **All goods must have been received and all services rendered during the contract period in order for the contractor to recover funds due.** In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. The Contractor's proposal, furnished to Agency in response to a request for proposal published in the Texas Register, or otherwise furnished by Contractor, is incorporated in this contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this contract shall prevail in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this contract or is attached as a separate document.
- G. The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor is submitting this application or proposal, are incorporated herein by reference for all purposes.
- H. Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. These

records and accounts shall be retained by Contractor and made available for programmatic or financial audit, by Agency and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years from the latter of the date of completion of the contract project or the date of the receipt by Agency of Contractor's final claim for payment or final expenditure report in connection with this contract or if an audit has been announced, the records shall be retained until such audit has been completed.

- I. All materials, conceptions and products created or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the contract shall be the sole property of Agency, and Agency shall hold the copyright to all materials, conceptions, and products, created or conceived under this contract. Contractor shall so bind all concerned.
- J. If Contractor, in Agency's sole determination, fails or refuses for any reason to perform its obligations under this contract, Agency may impose such sanctions as it may deem appropriate, including, but not limited to, the withholding of payments to Contractor until Contractor complies; the cancellation, termination or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Agency.
- K. If this contract is canceled, terminated, or suspended by Agency prior to its expiration date, the monetary value of services properly performed by Contractor pursuant to this contract shall be determined by Agency and paid to Contractor as soon as reasonably possible.
- L. If Agency reasonably determines that Agency is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Agency within 30 days of Contractor's receipt of written notice that such money is due to Agency. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including, but not limited to, offset or counterclaim against any money otherwise due to Contractor by Agency.
- N. In the event of loss, damage, or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants, or subcontractors, whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is greater, within 30 days of Contractor's receipt or written notice of Agency's determination of the amount due. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including, but not limited to, offset or counterclaim against any money otherwise due to Contractor by Agency.
- O. In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education rules pertaining to this contract and the contract project, and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Agency and Contractor for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.
- P. Federal Regulations which apply to federally funded contracts:
  - 1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
  - 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
  - 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
- Q. Payment for service(s) described in this contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by Agency's Project Administrators, in their sole discretion but in accordance with reasonable standards and upon advice of their superiors in Agency, if necessary. The Project Administrators of this contract for Agency and Contractor shall be the following persons or their successors in office:
- | AGENCY  | CONTRACTOR  |
|---|---|
| Wanda Holland<br>Susan Sneller<br>Texas Center for Service-Learning<br>2538 S. Congress Ave., Suite 300<br>Austin, TX 78704 | Tom Green County<br>RKR Juvenile Facility<br>3262 N HWY 277<br>San Angelo, TX 76905<br>(325) 486-1868<br>(325) 486-8609 |
- R. All notices, reports, and correspondence required by this contract shall be in writing and delivered to the following representatives of Agency and Contractor or their successors in office:
- | AGENCY   | CONTRACTOR  |
|--|---|
| Texas Center for Service-Learning<br>2538 S. Congress Ave., Suite 300<br>Austin, TX 78704<br>ATTN: Wanda Holland/Susan Sneller | Tom Green County<br>RKR Juvenile Facility<br>3262 N HWY 277<br>San Angelo, TX 76905<br>(325) 486-1868<br>(325) 486-8609 |
- S. For federally funded projects and for those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor, which confirm services rendered within each funding source. Contractor must adjust payroll records and expenditures based upon documentation.
- T. Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the contract project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
  2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
  3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
  4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;

6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
  8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
  9. General Education Provisions Act, as amended.
- U. Contractor shall timely make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. Agency shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Agency's attention, and may deny payment or recover payments made by Agency to Contractor in the event of Contractor's failure to so comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.
- V. Contractor certifies that the person signing this contract has been properly delegated this authority.
- W. By signing this contract, Contractor, if other than a state agency, certifies that Contractor, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Contractor, if other than a state agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.
- X. Contractor, including a state agency, certifies that no funds provided under this contract shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- Y. By signing this contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Agency reserves the right to terminate this contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and contract is terminated, Contractor is liable to Agency for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- Z. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by Agency and Contractor to attempt to resolve all disputes arising under this contract.
- AA. In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, General Provisions, Special Provisions, or other documents, the Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.

Rev. 7/02

### Special Provisions - A

- A. The definitions of terms in the General Provisions shall apply to these Special Provisions - A.
- B. Unless otherwise stated, payment under this contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. Expenditure reports must be submitted by the following dates:

<u>Expenditure Report Periods</u>	<u>Due Dates</u>
September 1–December 31	January 31, 2005
January 1–May 31	June 30, 2005
June 1–July 31 (summer only)	August 31, 2005

Expenditure reports may also be submitted more frequently, if necessary, to request partial payment on the contract. The final expenditure report/invoice will be due no later than thirty (30) days after the end of the contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this contract. Expenditure reports must be mailed to the Texas Center for Service-Learning, 2538 S. Congress Ave., Suite 300, Austin, TX 78704.

- C. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without submitting an amendment. However, certain types of changes require the prior written approval of Agency through an amendment. **Contractor shall submit an amendment to obtain prior written approval from Agency whenever any of the following changes are anticipated:**
- (1) A request for additional funding that may be offered by the Texas Center for Service-Learning of Region 14 Education Service Center;
  - (2) whenever a class/object code is added that previously was not budgeted; and/or
  - (3) any revision to the scope or objectives of the contract (regardless of whether there is an associated budget revision requiring prior approval).
- D. All amendments to this contract will be in a manner as prescribed by the Project Administrators of Agency, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO REGION 14 ESC STANDARD CONTRACT form supplied by Agency. Amendments must be mailed to the Texas Center for Service-Learning, 2538 S. Congress Ave., Suite 300, Austin, TX 78704. An amendment to this contract will become effective (if approved) on the date it is received in the Agency.
- E. An encumbrance, accounts payable, and an expenditure, as with all other contract accounting terms, will be as defined by generally acceptable accounting principles or as in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

REV. 7/02  
SPBLEA/ESC



Special Provisions - B

Debarment and Suspension Certification  
(Required for all federally funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). Copies of the regulations may be obtained by contacting the Division of Grants Administration of the Texas Education Agency at (512) 463-9269.

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

- (1) The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Roy K. Robb Post-Adjudication  
Organization Name

Thomas Wingo / Grant Facilitator / Senior Recorder  
Name and Title of Authorized Representative

Thomas Wingo 9/11/04  
Signature Date

## **General Instructions for Special Provisions - B DEBARMENT AND SUSPENSION CERTIFICATION**

### **Definitions:**

*Lower Tier Participant* - Any organization or person receiving a grant or contract. This also includes subsequent subgrants and subcontracts.

*Covered Transaction* - The act of applying for federal funds or submitting a contract for federal funds.

*Lower Tier Transaction* - The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

*Principals* - An administration head, key project/grant management person, officer, director within the Lower Tier Participant's organization or within a suborganization or subcontractor (i.e., superintendents and the key person in the school district who will exert control or management influence over this project. At a university, it would be the president and principal investigator).

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this contract, the prospective lower tier participant is stating that it is neither debarred nor suspended.
2. This certification is a material representation of fact upon which reliance was placed when this certification was signed. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment from federal funds participation.
3. The prospective lower tier participant shall provide immediate written notice to the organization to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include the two-paragraph "CERTIFYING STATEMENT" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Special Provisions - C

### Title IV Community Service Grant Program – Specific Provisions

1. Contract funds must be used to meet the following objectives:
  - a. Engage suspended and expelled students in service-learning activities that combine meaningful community service with thoughtful learning objectives;
  - b. Focus service activities to address key project goals such as reduced recidivism (i.e., lower suspension, expulsion, and arrest rates), improved attendance and behavior, enhanced personal responsibility and civic-mindedness, and strengthened job skills;
  - c. Use service as a strategy to meet real community needs;
  - d. Focus service activities to have these students practice skills and behaviors they need to learn to be successful in the regular classroom;
  - e. Develop service activities that involve parents, families, legal guardians, and other community members;
  - f. Develop meaningful community partnerships to implement the project successfully and sustain service-learning as a regular instructional practice;
  - g. Collect and disseminate information about successful or model efforts for the purpose of project replication, adoption, and adaptation; and
  - h. Develop program goals and objectives and plans for measuring the impact of the project.
2. Contract funds must focus on engaging the target population in service-learning activities and can include the establishment or expansion of such activities, their planning and development, preparing/training for activities, conducting activities, evaluating them, etc. Therefore, allowable expenditures include project coordination and supervision, planning time, training (including counseling), supplies, transportation, professional and technical services, educational materials, software, raw materials for projects, relevant supplies, facilities' rent, and related costs.
3. Contractors must collaborate with students and with appropriate community partners in the development and implementation of the proposal.
4. Unless specifically allowed, Contractors must follow the guidelines outlined in 34 CFR § 76.652 of the Education Department General Administrative Regulations (EDGAR), which require prior consultation with appropriate private nonprofit school officials and, if private school participation is requested, measures to provide for the benefit of private nonprofit school children and assure equitable participation in services, materials, and equipment, and in training programs for teachers of such children.
5. Expenditures paid for with Title IV Community Service Grant funds must be reasonable and justifiable as evidenced by the information in the proposal. All expenditures must be integral to the service-learning project(s) proposed. Contract funds may not be used to replace state or local funding for previously existing programs nor to duplicate or replace these programs.
6. Restrictions on expenditures include the following:
  - a. Gifts or items that appear to be gifts are not allowable. Minimal cost certificates, plaques, ribbons, small trophies, or instruction-related items are acceptable as awards for participation in program activities. T-shirts are allowable only if they serve an integral program function and are used as uniforms that identify student participants.
  - b. Sales tax will not be reimbursed for supplies and materials purchased for this grant by tax-exempt organizations. Proper tax-exemption procedures must be followed when making allowable purchases.

- c. No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the budget by the Contractor and approved (prior to expenditures occurring) by Region 14 ESC. Only food costs which are justifiable and necessary to accomplish the objectives of the project are allowable. Examples of allowable expenditures include snacks for child care, extended day programs, nutrition education programs, parent involvement activities to encourage participation/attendance, and food for working meals where other alternatives are not feasible. A guest speaker does not constitute a working meal. Refreshments or snacks for staff meetings or staff training are also not allowable expenditures.
  - d. Travel/trips supported by grant funds can only be (1) to provide service, (2) to familiarize students with service sites, (3) for instruction to prepare students directly for service-learning activities, (4) to participate in service-learning training opportunities, including service-learning conferences; and (5) to attend required subgrantee meetings or other trainings. Contractors must budget for travel expenses associated with attending required meetings, such as per diem, hotel, registration fees, tolls, and mileage. Costs for substitutes should be budgeted under Payroll Costs.
  - e. Funds cannot be spent on stipends, allowances, or other financial incentives for student participants or service beneficiaries except to reimburse transportation, meals for overnight travel (see next item), or other reasonable out-of-pocket expenses directly related to the project.
  - f. No funds shall be used to reimburse actual travel expenses at a rate that exceeds the State of Texas Travel Guidelines without prior approval by disclosure in an approved contract. The Guidelines set in-state reimbursement at \$30.00 per day for meals, \$80.00 per day for lodging, and \$.35 per mile for personal vehicle mileage. Meal reimbursements are allowable only with an overnight stay. Mileage must be calculated at the shortest possible distance between points as indicated in the Texas Mileage Guide, which is available on the Internet at: <http://www.window.state.tx.us/comptrol/texastra.html>. Out-of-state travel expenditures are allowable in accordance with the reimbursement rates listed on the Internet at: [http://window.state.tx.us/comptrol/san/fm/notices.date.html/fm99/fm99-36\\_intro.html](http://window.state.tx.us/comptrol/san/fm/notices.date.html/fm99/fm99-36_intro.html).
  - g. State employees are prohibited from being reimbursed for state hotel taxes, which means that teachers and other school-based personnel need to secure state hotel tax exemptions for overnight lodging.
7. To complete program evaluation requirements, contractors will be required to:
- a. Collect and report individual attendance data for student participants. Data will be collected separately for overall time in the facility as well as time spent actively participating in service-learning activities;
  - b. Collect and report data equivalent to PEIMS 425 records. These data may be reported using existing records maintained by the district. (Statewide program evaluators will work with JJAEPs to collect and report these data.);
  - c. Collect and report individual grades and credits earned by participating students;
  - d. Evaluate their programs in accordance with the evaluation activities described in the Contractor's Proposal; and
  - e. Participate in site visits of the project and other evaluation activities as requested by TCSL and the program evaluator.
8. Students shall not be awarded credit based solely on participation in Title IV Community Service Grant activities. Credit should be based, instead, on student demonstration (through a variety of methods and assessments, including service-learning) of the knowledge, skills, and attitudes required by class or course objectives.

9. Contractors must submit program reports using the reporting format provided by TxCSL that are due on the following dates:

<u>Program Report Types</u>	<u>Due Dates</u>
First Report	December 1, 2004
Final Report	May 1, 2005

10. Contractors must ensure the participation of the lead facilitator and secondary facilitator in all subgrantee meetings/trainings. These events will take place on the following dates in Austin and in your ESC region:

<u>Meetings</u>	<u>Date</u>
Grantee Meeting (Program coordinator and teacher)	January 27, 2005
Summer Institute (Leadership team)	June 8-10, 2005
Regional Service-Learning Meeting/Celebration	TBA by ESCs

— For TxDOT Use Only —

☒ Federal Pass Through

Misc. Contract Number: 585XXF5005

Grant Funds CFDA #20.600

Charge Number: 050101B1BC

☐ State Grant Funds

Project Year: 2

PIN (14 characters only): 17560011847030

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department, and Tom Green County, hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n):

☐ State Agency

☐ Non-Profit Organization

☒ Unit of Local Government

☐ Educational Institution

☐ Other (describe): \_\_\_\_\_

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 2004 / 2005.

**Project Title:** Safe and Sober STEP

**Brief Project Description:** To conduct a Safe and Sober STEP by reducing the number of DWI / Speed fatalities.

**Grant Period:** The Grant becomes effective on Oct. 01, 2004, or on the date of final signature of both parties, whichever is later, and ends on Sept. 30, 2005 unless terminated or otherwise modified.

**Maximum Amount Eligible for Reimbursement:** \$27,500.

The following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Mailing Addresses
- Attachment B, General Terms and Conditions (TxDOT Form 1854)
- Attachment C, Project Description (TxDOT Form 2076)
- Attachment D, Action Plan (TxDOT Form 1852)
- Attachment E, Project Budget (TxDOT Form 2077 or 2077-LE)
- ☒ Attachment F, Operational Plan (TxDOT Form 2109) (for Selective Traffic Enforcement Program grants only)

Project Title: Safe and Sober STEP

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

**THE SUBGRANTEE**

Tom Green County  
[Legal Name of Agency]

By   
[Authorized Signature]

Michael D. "Mike" Brown  
[Name]

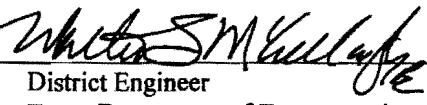
Tom Green County Judge  
[Title]

Date: 9-14-04

Under authority of Ordinance or Resolution  
Number (for local governments):  
  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved  
for the Texas Transportation Commission for the  
purpose and effect of activating and/or carrying  
out orders, established policies or work programs  
approved and authorized by the Texas  
Transportation Commission.

By   
District Engineer  
Texas Department of Transportation

Walter G. McCullough  
[Name]

District Engineer  
[Title]

Date: 09/17/2004

By \_\_\_\_\_  
Director, Traffic Operations Division  
Texas Department of Transportation  
(Not required for local project grants under  
\$100,000.)

Date: \_\_\_\_\_



**Attachment A**

Project Title: Safe and Sober STEP

**Mailing Addresses**

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims, and correspondence. (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

**For Subgrantee (Project Director):**

Name: R.Ron Sanders

Title: Detective Sergeant

Organization: Tom Green County Sheriff's Office

Address: 222 West Harris

San Angelo, Texas 76901

Phone: 325-655-8111

Fax: 325-655-5393

E-mail: ron.sanders@co.tom-green.tx.us

**Note:** Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

**For Texas Department of Transportation:**

Name: Waylan L. Ensor

Title: Traffic Safety Specialist

Organization: Texas Department of Transportation

Address: 4502 Knickerbocker Road

San Angelo, Texas 76904

Phone: 325-947-9271

Fax: 325-947-9292

E-mail: wensor@dot.state.tx.us

**Attachment B**

**Project Title: Safe and Sober STEP**  
**Subgrantee: Tom Green County**

**Texas Traffic Safety Program**  
**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

## Attachment B

**Project Title: Safe and Sober STEP**

**Subgrantee: Tom Green County**

- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project

## Attachment B

**Project Title:** Safe and Sober STEP

**Subgrantee:** Tom Green County

Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

- B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

## Attachment B

**Project Title: Safe and Sober STEP**

**Subgrantee: Tom Green County**

- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

### ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

### ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

### ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the

## Attachment B

**Project Title: Safe and Sober STEP**

**Subgrantee: Tom Green County**

Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

### ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, as designated in Attachment D, Action Plan, the Subgrantee shall submit a performance report using forms provided or approved by the Department. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall submit the Final Performance and Administrative Evaluation Report electronically within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

## Attachment B

**Project Title:** Safe and Sober STEP

**Subgrantee:** Tom Green County

- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

### ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

### ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

### ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

## Attachment B

**Project Title:** Safe and Sober STEP

**Subgrantee:** Tom Green County

### ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

### ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

### ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

### ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

### ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business



**Attachment B**

**Project Title: Safe and Sober STEP**  
**Subgrantee: Tom Green County**

lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

## Attachment B

**Project Title:** Safe and Sober STEP

**Subgrantee:** Tom Green County

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

### ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

### ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

### ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

## Attachment B

**Project Title: Safe and Sober STEP**

**Subgrantee: Tom Green County**

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

### ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

## Attachment B

**Project Title: Safe and Sober STEP**

**Subgrantee: Tom Green County**

### ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

### ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

## Attachment B

**Project Title: Safe and Sober STEP**  
**Subgrantee: Tom Green County**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **ARTICLE 26. CHILD SUPPORT STATEMENT**

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:  
<http://www.dot.state.tx.us/cso/default.htm>.

**Project Title:** STEP – Safe & Sober  
**Name of Subgrantee:** Tom Green County

## Traffic Safety Project Description

### I. BASELINE INFORMATION & OBJECTIVES

#### BASELINE INFORMATION:

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Baseline Year (12 months: **Oct. 1996** through **Sept. 1997**)

Baseline Measure	Baseline Number
A. Number of speed-related crashes	2001 Data 108
B. Number of speed citations	162
C. Number of alcohol-related crashes	135
D. Number of Driving While Intoxicated (DWI) arrests	22
E. Number of safety belt citations	18
F. Number of child safety seat citations	7

The following measures were established by Subgrantee surveys:

Measure	Percentage	Month/Year of Survey
Percentage of speed compliance	37.85%	10/2003
Percentage of safety belt usage	88.39%	10/2003

**Note:** Speed and Occupant Protection sites must be justified by surveys conducted six (6) months prior to the start of the grant or sooner.

#### OBJECTIVES:

The Objectives of this grant are to accomplish the following by September 30, 2005:

Objectives/Performance Measures	Target Number
A. Number and type citations/arrests to be <u>issued under STEP</u>	
1. Increase speed citations by	2226
2. Increase DWI arrests by	222
3. Increase safety belt citations by	93
4. Increase child safety seat citations by	18
B. Number of STEP enforcement hours to be worked	2300
C. Subgrantee total number of traffic related crashes	
1. Reduce the number of speed-related crashes to	95

VOL. 80 PAGE 193

Attachment C

Project Title: STEP – Safe & Sober  
Subgrantee: Tom Green County

Objectives/Performance Measures	Target Number
2. Reduce the number of alcohol-related crashes to	125
D. Increase the speed compliance rate to	40%
E. Increase the safety belt usage rate among drivers and front seat passengers to	90%
F. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the following number of Performance Reports, including the Final Performance Report and Administrative Evaluation Report.	12
2. Submit the following number of Requests for Reimbursement	4
G. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of four (4) presentations.	4
2. Conduct a minimum of four (4) media exposures (e.g., news conferences, news releases, and interviews).	4
3. Conduct a minimum of two (2) community events (e.g., health fairs, booths).	2
4. Produce the following number of public information and education materials if applicable.	TBA
5. Distribute the following number of public information and education materials if applicable.	TBA

**NOTE:**  
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee’s obligations hereunder.  
In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

Project Title: STEP – Safe & Sober  
Subgrantee: Tom Green County

**II. RESPONSIBILITIES OF THE SUBGRANTEE:**

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objectives/Performance Measures shall be included in each Performance Report and summarized in the Final Performance and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in periodic performance reports. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement. The Subgrantee must enter all Performance and Annex Report data into the Buckle Up Texas Website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) prior to submission of the hard copy reports to the Department. Printed versions of the Website reports are acceptable versions for hard copy submissions.
- D. A Final Performance and Administrative Evaluation Report summarizing all activities and accomplishments will be submitted to the Department electronically via the Buckle Up Texas Website no later than thirty (30) days after the grant ending date.
- E. Attend meetings according to the following:
  - 1. The Subgrantee will arrange for meetings with the Department, as indicated in the Action Plan, to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate, qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- F. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Refer to Chapter Five (5), Section Eight (8) of the Traffic Safety Program Manual regarding PI&E procedures. The manual is located at <http://www.dot.state.tx.us/trafficsafety/default.htm>.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the District boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.



## Attachment C

Project Title: STEP – Safe & Sober  
Subgrantee: Tom Green County

- J. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- K. Carry out the objectives of this grant by implementing the Operational Plan, Attachment F of this Grant Agreement.
- L. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage (if applicable) (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.
- M. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.
- N. Support grant enforcement efforts with public information and education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- S. Officers assigned to Occupant Protection sites should be trained in the Traffic Occupant Protection Strategies (TOPS), Operation Kids, or Child & Adult Restraint Education Strategies (CARES). These courses are approved by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- T. At the time the signatory for the Subgrantee signs the Grant Agreement, provide a letter to the Department from the enforcement agency head, training officer, or authorized individual certifying that the officers working DWI enforcement are, or will be, trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- U. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

## Attachment C

Project Title: STEP – Safe & Sober  
Subgrantee: Tom Green County

### III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. meetings.
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D of this Grant Agreement and the Traffic Safety Project Budget, Attachment E, and attainment of project objectives.

## ACTION PLAN FY 2005

Attachment D

**PROJECT TITLE:** Safe and Sober STEP

**SUBGRANTEE:** Tom Green County

**OBJECTIVE:** To complete administrative and general grant requirements by 9/30/2005, as defined below:

**KEY:**  
p = planned activity  
c = completed activity  
r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH															
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Submit letter regarding signature authority.	Subgrantee	p															
2. Submit operational cost per vehicle mile (If applicable).	Subgrantee	p															
3. Hold Grant delivery meeting.	Department	p															
4. Attend TxDOT Project Management Course	Subgrantee																
5. Submit Performance Reports.	Subgrantee		P	P	P	P	P	P	P	P	P	P	P	P			
6. Submit Requests for Reimbursement.	Subgrantee				P			P			P			P			
7. Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee													p			
8. Hold Grant progress review meeting.	Subgrantee & Dept.			p			p			p			p				
9. Conduct on-site monitoring visit.	Department			p						p							
10. Submit documentation of any grant-required training (if applicable)	Subgrantee																

VOL. 80 PAGE 198

## ACTION PLAN

FY 2005

Attachment D

**PROJECT TITLE:** Safe and Sober STEP

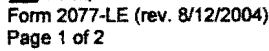
**SUBGRANTEE:** Tom Green County

**OBJECTIVE:** To support grant efforts with a public information and education (PI&E) program by 9/30/2005, as defined below:

<b>KEY:</b> p = planned activity c = completed activity r = revised
--

Modify these activities as appropriate:		PROJECT MONTH															
ACTIVITY	RESPONSIBLE	OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Determine types of materials needed.	Subgrantee	p															
2. Develop proposed materials.	Subgrantee	p															
3. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P														
4. Approve materials and plan.	Department		P														
5. Produce/distribute materials.	Subgrantee			P	P				P		P						
6. Maintain records of all PI & E material received/distributed.	Subgrantee		P	P	P	P	P	P	P	P	P	P	P	P			
7. Conduct news conference(s)	Subgrantee	P		P			P		P								
8. Issue news release(s).	Subgrantee	P		P			P		P								
9. Conduct presentations.	Subgrantee	P		P			P		P								
10. Participate in community events (e.g., health or safety fairs, booths).	Subgrantee			P			p										

VOL. 80 PAGE 199



## Traffic Safety Project Budget

(for Law Enforcement Projects)

**Fiscal Year: 2005**

Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
--------------	-------------------------------	--------------

### Budget Category I – Labor Costs

**(100) Salaries**

☒ Overtime or ☐ Regular Time

Salary rates are estimated for budget purposes only.

Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

**List details:**

### A. Enforcement (overtime)

1. Officers/Deputies: 2,000.00 hrs. @ \$17.90 per hr.

2. Sergeants: 150.00 hrs. @ \$18.38 per hr.

3. Lieutenants: \_\_\_\_\_ hrs. @ \$\_\_\_\_\_ per hr.

**B. PI&E Activities (overtime)**

**See Grant Instructions.**

50.00 hrs. @ \$17.03 per hr.

C. Other (i.e., overtime staff, supervisory support, conducting surveys)

**See Grant Instructions.**

Specify: Program Director / Manager

100.00 hrs. @ \$18.38 per hr.

**Total Salaries** .....

**(200) Fringe Benefits\***

Specify fringe rates:

A. Overtime: 15.14%

B. Part-Time: \_\_\_\_\_%

C. Regular Time: \_\_\_\_\_%

**Total Fringe Benefits.....**

**I. Total Labor Costs (100 + 200) .....**

22,008	13,792	35,800
2,757		2,757
		0
897		897
1,838		1,838
27,500	13,792	41,292
	6,252	6,252
		0
		0
0	6,252	6,252
27,500	20,044	47,544

VOL. 80 PAGE 200

**\* Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

## Attachment E

**Fiscal Year: 2005**

☐ Check here if this is a revised budget.

Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

### Budget Category II – Other Direct Costs

#### (300) Travel\*

Reimbursements will be in accordance with Subgrantee's travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.

A. Travel and Per Diem (includes conferences, training workshops, and other non-enforcement travel).....

B. Subgrantee Enforcement Vehicle Mileage:  
Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the applicable state mileage reimbursement rate as established by the Legislature in the travel provisions of the General Appropriations Act. Documentation of cost per mile is required prior to reimbursement.

26,628.00 miles @ \$0.2800 per mile .....

Total Travel.....

(400) Equipment\* .....

(500) Supplies\* .....

(600) Contractual Services\* .....

#### (700) Other Miscellaneous\*

A. Registration fees (training, workshops, conferences, etc.) .....

B. Public information & education (PI&E) materials.....

1. Educational items = \$ \_\_\_\_\_  
(eg.: brochures, bumper stickers, posters, fliers, etc.)

2. Promotional items = \$ \_\_\_\_\_  
(eg.: key chains, magnets, pencils, pens, mugs, etc.)

C. Other .....

Total Other Miscellaneous .....

II. Total Other Direct Costs (300 + 400 + 500 + 600 + 700) .....

### Budget Category III – Indirect Costs

(800) Indirect Cost Rate\* (at \_\_\_\_\_%) .....

#### Summary:

Total Labor Costs .....

Total Other Direct Costs .....

Total Indirect Costs .....

Grand Total (I+II+III).....

Fund Sources (Percent Share) .....

	TxDOT	Other/ State/Local	TOTAL
			0
		7,456	7,456
	0	7,456	7,456
			0
			0
			0
			0
			0
			0
			0
	0	0	0
	0	7,456	7,456
	27,500	20,044	47,544
	0	7,456	7,456
	0	0	0
	27,500	27,500	55,000
	50.00%	50.00%	

VOL. 80 PAGE 201

\* Budget Detail Required: As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)



TRAFFIC SAFETY  
OPERATIONAL PLAN

Attachment F

Project Fiscal Year: 2005

Subgrantee: Tom Green County

Project Title: Safe And Sober Step

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
1. DWI	County Wide		Fri: 8:00pm – Sat 4:00am Sat: 8:00pm – Sun 4:00am
2. OP	County Wide: (day light hours) School zones, unincorporated communities: Grape Creek, Carlsbad, Wall, Water Valley, Christoval, on all roads and highways		Monday though Sunday: Dawn to Dusk
3. Speed	US Highway 87 from San Angelo north to the Coke County line.	Latest Survey (10/28/03) shows a 65.28% non-compliance	Monday through Sunday 00:00am through 24:00pm
4. Speed	US Highway 87 from San Angelo south to the Concho County line.	Latest Survey (10/28/03) shows a 70.69% non-compliance	Monday through Sunday 00:00am through 24:00pm
5. Speed	FM 2288- All	Latest Survey (10/28/03) shows a 60.03% non-compliance	Monday through Sunday 00:00am through 24:00pm
6. Speed	US Highway 277 From San Angelo south to the Schleicher County line	Latest Survey (10/28/03) shows a 52.63% non-compliance	Monday through Sunday 00:00am through 24:00pm
7. Speed	Any other county roadway where there is at least 50% non-compliance with the posted speed limits and/or a high number of speed related crashes	Surveys will be conducted prior to any enforcement and subject to approval	Monday through Sunday 00:00am through 24:00pm

**Note:** The Operational Plan must be completed according to the Operational Plan Instructions by the Subgrantee, and it must be submitted as part of the STEP grant agreement for approval. The instructions and the Operational Plan Form can be found on the TxDOT Website located at <http://www.dot.state.tx.us/trafficsafety/grants/gpinstcurrent.htm>

Any modifications made to the Operational Plan after the grant is executed do not require an amendment to the Grant Agreement. However, the Subgrantee must follow the Operational Plan modification procedures found in the Operational Plan Instructions before any enforcement is conducted in the related sites.

For Speed and Occupant Protection sites only, survey data must be submitted with the grant document to support the Operational Plan. Subgrantees must follow the "Speed Site Approval Criteria" when selecting sites to work for Speed, Safe and Sober, or Comprehensive STEP. The criteria can be found in the TxDOT Website in the Traffic Safety Grants Information and Instructions.

**Tom Green County Sheriff's Office**  
**Safe and Sober 2002 / 2003 Pre and Post Surveys**  
**Date: October 28, 2003**

Highway	Pre-Survey – Speed 2002	Post-Survey – Speed 2003	% Point Increase / Decrease
U.S. 87 North	61.15%	65.28%	+ 4.13%
U.S. 87 South	71.37%	70.69%	- .68%
F.M. 2288	59.76%	60.03%	+ .27%
U.S. 277 South	55.76%	52.63%	- 3.13%

Highway	Pre-Survey – Safety Belt 2002	Post-Survey – Safety Belt 2003	% Point Increase / Decrease
U.S. 87 North	90.29% - Wearing 09.71% - Not Wearing	88.25% - Wearing 11.75% - Not Wearing	- 2.04% + 2.04%
U.S. 87 South	86.53% - Wearing 13.47% - Not Wearing	87.45% - Wearing 12.55% - Not Wearing	+ 0.92% 1 0.92%
F.M. 2288	92.27% - Wearing 07.73% - Not Wearing	87.88% - Wearing 12.12% - Not Wearing	- 4.39% + 4.39%
U.S. 277 South	92.36% - Wearing 07.64% - Not Wearing	90.00% - Wearing 10.00% - Not Wearing	- 2.36% + 2.36%





# Commissioners' Court Tom Green County



## Line-Item Transfers

Michael D. Brown  
County Judge

September 13, 2004

Fund: General Fund

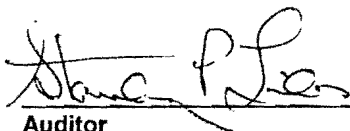
<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
192 Contingency	0601 Reserves		9,045.00
011 County Judge	0428 Travel and Training	1,967.00	
101 Commissioner Pct #1	0428 Travel and Training	1,618.00	
102 Commissioner Pct #2	0428 Travel and Training	1,798.00	
103 Commissioner Pct #3	0428 Travel and Training	1,920.00	
104 Commissioner Pct #4	0428 Travel and Training	1,742.00	

### Reason

To Transfer Funds to Cover Travel & Training Expenses

9-14-04

Date Approved by Commissioners' Court

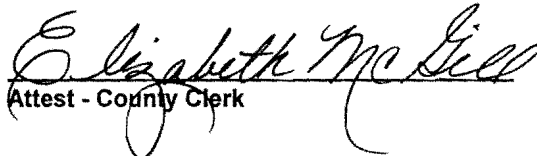


Auditor



County Judge



  
Attest - County Clerk