

**Tom Green County Commissioners' Court**  
**April 12<sup>th</sup>, 2005**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session April 12<sup>th</sup>, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Steve Floyd, 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 8:36 AM.
2. Commissioner Hoelscher offered the invocation. Pledge of Allegiance to the United States and the Texas Flag were recited.

**4. Commissioner Easingwood moved to accept the Consent Agenda as presented. Commissioner Floyd seconded the motion. The following items were approved:**

- A.** Approved the Minutes of the Meeting from March 29<sup>th</sup>, 2005 and from the Special Meeting/Workshop from April 7<sup>th</sup>, 2005.
- B.** Approved the Minutes of Accounts Allowable (Bills) from March 30<sup>th</sup> through April 8<sup>th</sup>, 2005 in the amount of \$ 1,230,748.48.  
Purchase Orders from March 28<sup>th</sup> – April 1<sup>st</sup>, 2005 in the amount of \$24,678.05 and from April 4<sup>th</sup> - 8<sup>th</sup>, 2005 in the amount of \$ 255,611.13.

**C. Approved 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>
Smith, Jana	District Court	Rehire	3-28-05	N/A	\$850.50 S/M	
Garza, Marcelo	Road & Bridge 2/4	New Hire	3-28-05	13/1	\$753.91 S/M	
Holsey, Shelley L.	Vehicle Registration	Promotion	3-28-05	11/2	\$700.93 S/M	
Patterson, Adam R.	Juvenile	New Hire	4-05-05	N/A	\$7.50/Hour	
Dominguez, David	Jail	Rehire	4-05-05	16/1	\$874.22 S/M	
Morgan, Mandy	District Attorney	New Hire	4-01-05	N/A	\$6.60/Hour	
Strambler, Andre D.	Juvenile	New Hire	4-06-05	N/A	\$7.50/Hour	
Buehrer, David	Jail	New Hire	4-06-05	16/1	\$874.22 S/M	
Alwine, Barry D.	Juvenile	New Hire	4-04-05	N/A	\$7.50/Hour	
Humphrey, Candice	Vehicle Registration	New Hire	4-01-05	10/1	\$650.15 S/M	
Hall, John D.	Juvenile	Promotion	4-10-05	N/A	\$491.67 S/M	
Smith, Garrett H.	Jail	Rehire	4-07-05	16/1	\$874.22 S/M	
Adame, Richard	Juvenile	Promotion	4-10-05	N/A	\$491.67 S/M	
Sears, Gordon	Sheriff	New Hire	4-01-05	12/1	717.48 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>
Ryan, Benita	Sheriff	Resignation	3-31-05	12/1	\$717.48 S/M	
Crowder, Dianna L.	CSCD	Salary Increase	4-01-05	N/A	\$896.04 S/M	
Dickenson, James R.	CSCD	Resignation	4-15-05	N/A	\$1413.75 S/M	
Rowe, Linda	CSCD	Resignation	5-02-05	N/A	\$1199.08 S/M	
Stevens, Robert M.	R&B 2/4	Resignation	3-31-05	15/6	\$941.54 S/M	
Guadarrama, Kristal	Library	Resignation	4-06-05	N/A	\$5.75/Hour	
Pope, Kendrick L.	Juvenile	Dropped	3-28-05	N/A	\$7.50/Hour	
Smith, Earnest	Juvenile	Dropped	3-28-05	N/A	\$7.50/Hour	
Williams, Jessica	Juvenile	Dropped	3-28-05	N/A	\$7.50/Hour	
Gallegos, Antonio	Juvenile	Dropped	3-28-05	N/A	\$7.50/Hour	
Soto, Ganna	County Attorney	Resignation	4-01-05	N/A	\$6.15/Hour	

The following personnel actions are presented for *Grants* as a matter of record: None

- D.** Accepted the Indigent Health Care Monthly 105 Report of expenditures for March 2005, as a matter of record. (Recorded with these minutes.)
- E.** Accepted the Fee Collection Report by Justice of the Peace Precincts 1,2,3 & 4 for March 2005, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Reports on file with the County Clerk.)

- F. Accepted TCLEOSE Training/Certification requirements for Constable Precinct #2, Dick Brock.
- G. Awarded RFB 05-013 “Re-Roof of Bell Street Building and Teller Booth” to Harrison Roofing in the amount of \$76,180.38.
- H. Approved the sale by city tax trustee for Lots 5-8, Block 38 of the Forest Park Addition, Suit # B-97-0073-T to Kenneth and Teresa Barrow in the amount of \$4,000.00.
- I. Approved request by Concho Valley Electric Cooperative, Inc. for permission to construct an aerial three-phase distribution power line along Hawk Avenue on the County right-of-way to help provide additional line capacity to the new Wall Co-op Cotton Gin.

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

**5. Judge Brown and Terry Mobley, Human Resource Director made the following Service Award presentations:**

**JULY thru DECEMBER 2004**

**30 Years of Service**

<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
ENGLERT, Brenda	08/01/74	District Clerk

**15 Years of Service**

DAVIS, Glenn	08/01/89	Sheriff
MCGILL, Elizabeth	08/07/89	County Clerk
WALTHER, Barbara	09/01/89	Elected Official
SANCHEZ, Teresa	09/05/89	CSCD
SAWYER, William	09/08/89	Jail
DODSON, Carolyn	09/27/89	CRTC
WHITTON, Georgia	11/01/89	Jail

**10 Years of Service**

BROOKS, Stacye	09/06/94	Sheriff
MOLINA, Amado	09/16/94	CRTC
HOLBERG, Candace	10/05/94	JP #1
HILL, Charles	10/17/94	CSCD
NEW, Randall	10/24/94	Jail
CHEEK, Gayle	10/24/94	Auditor
MOORE, Linda	11/01/94	County Clerk
GEORGE, Christine	11/07/94	District Attorney
FRIEDA, Charles	12/19/94	CRTC

**5 Years of Service**

BRADLEY, Cheryl	04/01/99	County Clerk
WEISHUHN, Pamela	07/01/99	Environmental Health
WOODWARD, Garland	07/01/99	Elected Official
JACOBS, William	07/01/99	Court Administration
ELKINS, Anjanette	08/02/99	Indigent Health
VILLA, Romelia	08/09/99	Vehicle Registration
TREVINO, Roxsann	08/16/99	CRTC
ROBERTSON, H. Marie	08/24/99	County Clerk
LOSOYA, Jose	09/24/99	CCL 1
BAZAN, Ida	08/27/99	Library
PROVOST, Alfred	08/08/99	R&B 1/3
CROWDER, Dianna	09/08/99	CSCD

GUTHRIE, Rita	09/13/99	Sheriff
PHAIR, Betty	09/28/99	District Attorney
GOSSETT, Thomas	10/01/99	Elected Official
LOVING, Stephen	10/01/99	Environmental Health
ALWINE, Andrew	10/11/99	Jail
FIVEASH, William	10/18/99	Jail
RODRIGUEZ, Carmen	10/18/99	Housekeeping
MORIARTY, Thomas	10/25/99	Sheriff
BREDEMEYER, Sharla	11/01/99	CCL 2
HOUSEMAN, Deborah	11/01/99	CSCD
HUBER, Thomas	11/01/99	CRTC
DICKENSON, James	11/10/99	CRTC
MARTINEZ, Corey	11/15/99	Vehicle Registration
BENGE, Jonnie	11/16/99	Juvenile Probation
BENNETT, Ann	11/29/99	CRTC
LAMBERT, Jason	12/07/99	Juvenile Detention

6. **Judge Brown moved to adopt the Proclamation observing the week of April 10<sup>th</sup> – 16<sup>th</sup>, 2005 as “Crime Victim’s Rights Awareness Week” in Tom Green County. Commissioner Bookter seconded the motion and all voted in favor.** (Recorded with these minutes.)
12. Kevin McCarthy of the United Way and Rod Bridgman, Downtown San Angelo, Inc. requested that the County and City Governments join together with the United Way of the Concho Valley regarding the “Day of Caring” set for Saturday, July 30<sup>th</sup>, 2005. This project will be to beautify the downtown area by painting, planting and maintaining flowers, bushes, etc. through the cooperation of multiple entities and organizations. **Commissioner Easingwood volunteered to represent the County in this joint effort.**
7. Mr. Lewis R. Shields addressed the Court regarding some issues he had pertaining to the allowable areas of travel for the Veterans van. The Court listened to Mr. Shields concerns, but felt it was an internal department concern and recommended that the Department Director address the problem. **No action taken.**
8. **Judge Brown move to adopt a Resolution for a Drug Prevention Grant and a Resolution for an Intervention and Prevention Program for Offenders at-risk of Abusing Drugs Grant and authorize the County Judge to sign all necessary papers. Commissioner Floyd seconded the motion and all voted in favor.** (Recorded with these minutes.)
9. Sheriff Hunt addressed the Court regarding the disparity in salaries for assigned duties and ask that the Court take some action in addressing the continual problem of pay variances creating low moral and turnovers. Terry Mobley suggested that a grade and step be reinstated based on annual evaluations. The Court was in general agreement that County salaries are below City and School Districts that use the same tax base to set their budgets. The Court will readdress the wage disparity during budget sessions. **No action taken.**
10. **Judge Brown tabled consideration of establishing a Courthouse Security Department until April 26<sup>th</sup>, 2005.**
19. Don Killam, Building Maintenance Director, reported to the Court that the base cabinets, to be installed behind the Court Bench, are almost completed. The completion of the Commissioners’ Courtroom remodel should be completed in about 2 months. The ADA issues have been addressed. Commissioner Bookter expressed his reluctance for expenditures at this time, even though the remodel was approved during the budget for FY2005. **No Action was taken.**
11. **Commissioner Easingwood moved to accept a Federal Motor Carrier Safety Administration Grant and enter into an Interlocal Cooperation Contract between the Texas Department of Public Safety (TXDPS) and Tom Green County for the benefit of the four Justices of the Peace and authorize the County Judge to sign all necessary papers. Commissioner Floyd seconded the motion and all voted in favor.** (Recorded with these minutes.)
13. Commissioner Hoelscher reported to the Court that a committee had met regarding the feasibility of the former Hemphill Wells Building being redesigned for a County Library. He reported that an anonymous individual donor has donated \$15,000.00 for an architectural study to be done. He discussed the possibility of partnering with other business and possibly a restaurant in the building. The committee recommended the project to possibly consist of four phases in the development with the first phase, being for a library. Four committees were appointed (1) Building Partnership Committee; (2) Individual Funding Committee; (3) Government/Foundation Funding Committee; (4)

Vision/Feasibility Study Committee. **No Action Taken.** (Minutes from meeting are recorded with these minutes.)

14. **Judge Brown moved to approve the modifications to the Christoval Youth Baseball League Contract with a two-year lease as presented. Commissioner Easingwood seconded the motion.** (Contract recorded with these minutes.)  
There was discussion about using the pipe from the upper field for a parking area. The Parks department will do the necessary modifications.
15. **Pass** on considerations of request to Replat Tract 17 & 18, Section 2, of The Oaks North Subdivision until the plat application fees have been paid and appropriate notices sent out.
16. **Commissioner Hoelscher moved to close the Mereta Park April 18<sup>th</sup> through April 22<sup>nd</sup>, 2005 to allow the State Jail Inmate's Work Crew, as per state regulations, to assist the County Parks Department on park improvements and clean up. Commissioner Floyd seconded the motion and all voted in favor.**
17. **No action was taken** regarding the report identifying County Maintained Roads as a matter of record, pending further reviews.
18. **Judge Brown moved to accept the USDA Trapper Program Annual Report as a matter of record as presented. Commissioner Easingwood seconded the motion and all voted in favor.** (Recorded with these minutes.)
20. **Commissioner Easingwood moved to accept the modifications to the Interlocal participation Agreement with the Texas Association of Counties for Unemployment Compensation Group Account Fund as presented. Judge Brown seconded the motion and all voted in favor.** (Recorded with these minutes.)
21. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
22. There were no line item transfers.
23. **Future Agenda Items Discussed:**
  1. Consider approval of subdivision of Cap Rock Ranch in Precinct #4.
24. **Announcements:**
  1. The next regular Commissioners' Court meeting will be Tuesday, April 26<sup>th</sup>, 2005.
  2. May 19<sup>th</sup>, 2005 will be the Country Clean-up at Wall Co-op Gin.

**25. Judge Brown adjourned the meeting at 11:23 AM.**

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 April 12<sup>th</sup>, 2005.**

**I hereby set my hand and seal to this record April 26<sup>th</sup>, 2005.**

---

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

# Treasurers' Report on Bills during the Period of

March 30, 2005 TO April 8, 2005

Hand delivered Date: 04/08/05 Time: 12:00 p.m.

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

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

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

## Bank Account Code - Budget

GENO - County Budget General Operating Account

TRAGJUV- State Budget Juvenile Operating Account

CAFÉ - Operating Account-Cafeteria Plan Trust-Employee Deductions

DEBT- Property Tax Budget Bond Issues Operating Account

TRAG - State Budget CSCD General Operating Account

PAYL - Clearing account- Paychecks - Benefits-Deductions

95Constr - Operating Account for Detention Construction Funds

DA- Operating Account for Sheriff and District Attorney Forfeiture Funds

\$757,008.40 All Bank Accounts- Refer to Last Page

\$473,481.96 Payroll-Employee Paychecks 31-Mar-05

Payroll-Employee or Election Paychecks

Payroll-Escrow

\$2,334.00 Jury Checks 2/14/2005

-\$2,075.88 Voids-Month of 03/01-31/2005

Miscellaneous

\$1,230,748.48 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Marion Testa, Deputy Treasurer

Approved in Commissioner's Court on April 12<sup>th</sup>, 2005

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood, Jr.

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green Report for (Month/Year) 03/05  
Amendment of the Report for (Month/Year) \_\_\_\_\_

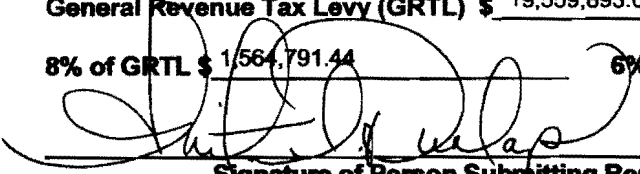
I. Caseload Data

Number of eligible individuals at the end of the report month	102
Number of SSI appellants within caseload at the end of report month	30

II. Creditable Expenditures During Report Month

Physicians Services	1. \$4,470.51	
Prescription Drugs	2. \$6,755.54	
Hospital, Inpatient Services	3. \$0.00	
Hospital, Outpatient Services	4. \$8,070.46	
Laboratory/X-Ray Services	5. \$1,387.58	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$4,180.16	
Total Expenditures (Add #1 through #10.)		11. \$24,864.25
Reimbursements Received (Do not include State Assistance.)	12. ( \$6,689.43 )	
6% Case Review Findings (\$ in error)	13. ( \$0.00 )	
Total to be deducted (Add #12 + #13.)		14. ( \$6,689.43 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$18,174.82

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 452,606.48  
General Revenue Tax Levy (GRTL) \$ 19,559,893.00  
8% of GRTL \$ 1,564,791.44 6% of GRTL \$ 1,173,593.58

  
Signature of Person Submitting Report Date 04/01/05

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



Dick R. Brock  
Tom Green Country Constable  
Precinct 2

# Memo

To: Judge Mike Brown, County Commissioners

From: Dick R. Brock *Dick Brock*

CC:

Date: March 22, 2005

Re: Proof of Peace Officers License

## The Local Government Code, Chapter 86

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless the person:

- (1) has a high school diploma or a high school equivalency certificate; and
- (2) is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

**As required by the Texas Local Government Code, Chapter 86, Section 0021, I have attached copies of my TCLEOSE records to this memo. This record serves as proof to the Commissioners Court that my peace officer license is in effect and is current with the training requirements of TCLEOSE.**

**Personal Information****Name**  
DICK R BROCK**Education Information**

Institution	Hours	From	To	Education
	0	03/04/1996		High School
	65	03/04/1996		College Credits

**Service History**

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
CONSTABLE	TOM GREEN CO. CONST. PCT. 2	Peace Officer License	11/03/2003		1.333333
REGULAR PEACE OFFICER	SAN ANGELO POLICE DEPT.	Peace Officer License	02/01/1987	10/31/2003	16.666666
REGULAR PEACE OFFICER	ANGELO STATE UNIV. POLICE	Peace Officer License	11/24/1981	01/31/1987	5.166666

**Service Time**

Description	Service Time
CONSTABLE	1.333333
REGULAR PEACE OFFICER	21.833333

**Award Information**

Award	Type	Start Date	End Date
Advanced Peace Officer	C	12/01/1990	
Basic Peace Officer	C	11/01/1982	
Crime Prevention Inspector	C	03/01/1985	
Intermediate Peace Officer	C	03/01/1986	
Peace Officer License	L	09/01/1981	
Telecommunications Operator	C	12/05/1999	

**Courses Completed**



Course Title	Course Date	Course Hours	Institution
New Supervisor's Course - 3737	02/10/2005	24	Concho Valley Academy
Civil Process - 3101	01/28/2005	20	Institute Of Crim. Justice Studies
Management/Supervision - 3700	01/23/2005	20	Sam Houston State University
Mental Health Peace Officer Training Course - 4001	12/03/2004	24	Travis Co. Sheriff's Academy
Identity Theft - 3277	05/18/2004	4	Concho Valley Academy
Civil Process - 3101	02/18/2004	6	Institute Of Crim. Justice Studies
Civil Process - 3101	11/21/2003	20	Institute Of Crim. Justice Studies
LAW - 3100	09/24/2003	4	San Angelo Police Academy
Technical/Specialized - 3800	11/08/2002	8	San Angelo Police Academy
Patrol/Tactical - 3300	05/23/2002	40	San Angelo Police Academy
Technical/Specialized - 3800	05/13/2002	2	San Angelo Police Academy
Combined Asset Forfeiture and Racial Profiling - 3257	03/04/2002	6	San Angelo Police Academy
Technical/Specialized - 3800	02/11/2002	2	San Angelo Police Academy
LAW - 3100	09/10/2001	4	San Angelo Police Academy
TCIC/NCIC for Less than Full Access Operators - 3807	07/31/2001	8	Texas Department of Public Safety LEA
Patrol/Tactical - 3300	07/17/2001	8	San Angelo Police Academy
Patrol/Tactical - 3300	05/11/2001	40	San Angelo Police Academy
Management/Supervision - 3700	03/20/2001	16	EMERGENCY SERVICES TRAINING INSTITUTE (A & M FIRE]
Special Investigative Topics - 3232	08/22/2000	4	San Angelo Police Academy
Cultural Diversity - 3939	08/22/2000	4	San Angelo Police Academy
Ethics in Law Enforcement - 3920	11/10/1999	8	San Angelo Police Academy
LAW - 3100	11/09/1999	4	San Angelo Police Academy
Special Investigative Topics - 3232	05/18/1999	4	Concho Valley Academy
Cultural Diversity - 3939	05/18/1999	4	Concho Valley Academy
Patrol/Tactical - 3300	04/29/1999	8	San Angelo Police Academy
Investigations - 3200	03/05/1999	24	Odessa College Police Academy
Management/Supervision - 3700	07/08/1998	4	Pasadena Police Academy
Investigations - 3200	03/13/1998	24	Smith County Sheriff's Office
Investigations - 3200	01/30/1998	16	San Antonio Police Academy
Investigations - 3200	09/05/1997	24	Texas Department of Public Safety LEA
Investigations - 3200	06/24/1997	16	Concho Valley Academy
Technical/Specialized - 3800	06/03/1997	8	Texas Department of Public Safety LEA
Technical/Specialized - 3800	02/14/1997	40	University North Texas Police Academy
Special Investigative Topics - 3232	01/22/1997	16	Concho Valley Academy
Cultural Diversity - 3939	01/22/1997	8	Concho Valley Academy
Special Investigative Topics - 3232	01/21/1997	8	Concho Valley Academy
Patrol/Tactical - 3300	01/09/1997	8	Concho Valley Academy
Patrol/Tactical - 3300	03/08/1996	20	Institute Of Crim. Justice Studies
Patrol/Tactical - 3300	01/18/1996	8	OTHER TRAINING
Investigations - 3200	12/08/1995	40	Texas Department of Public Safety LEA
Investigations - 3200	10/27/1995	32	Texas Department of Public Safety LEA
Family Violence/Child/Sexual Abuse/Supervisor Role - 1021	09/14/1995	24	Concho Valley Academy
Family Violence - 3901	08/04/1995	2	Texas Municipal Police Association
Investigations - 3200	11/23/1994	24	Texas Department of Public Safety LEA
LAW - 3100	08/24/1994	3	San Angelo Police Academy
Investigations - 3200	08/05/1994	35	OTHER TRAINING
Technical/Specialized - 3800	07/29/1994	2	Texas Municipal Police Association
Patrol/Tactical - 3300	04/29/1994	32	San Angelo Police Academy
Other In-Service Training - 9999	04/20/1994	98	San Angelo Police Academy
Investigations - 3200	04/07/1994	24	Concho Valley Academy
LAW - 3100	12/08/1993	6	Concho Valley Academy
Technical/Specialized - 3800	11/04/1993	6	Texas Department of Public Safety LEA

PERSONAL INFORMATION - PRINTABLE

Page 3 of 3

Juvenile - 3600	10/29/1993	40	Institute Of Crim. Justice Studies
Investigations - 3200	10/15/1993	28	Texas Department of Public Safety LEA
TCIC/NCIC for Peace Officers - 3801	09/15/1993	4	San Angelo Police Academy
LAW - 3100	08/07/1993	2	Texas Municipal Police Association
Patrol/Tactical - 3300	06/23/1993	8	San Angelo Police Academy
Technical/Specialized - 3800	01/12/1993	16	Concho Valley Academy
Patrol/Tactical - 3300	11/19/1992	24	Concho Valley Academy
Investigations - 3200	10/30/1992	28	Texas Department of Public Safety LEA
Management/Supervision - 3700	07/24/1992	8	Texas Municipal Police Association
Investigations - 3200	06/26/1992	44	Texas Department of Public Safety LEA
Family Violence - 3901	03/05/1992	8	Concho Valley Academy
Investigations - 3200	02/10/1992	8	Concho Valley Academy
Management/Supervision - 3700	08/23/1991	16	Concho Valley Academy
Community - 3900	08/23/1991	24	Concho Valley Academy
Technical/Specialized - 3800	07/25/1991	2	OTHER TRAINING
Recognition of Child Abuse or Neglect - 3601	11/12/1990	8	Concho Valley Academy
Patrol/Tactical - 3300	07/19/1990	104	San Angelo Police Academy
Alcohol&Drug Abuse Awareness for Law Enforcement - 2085	04/24/1990	8	San Angelo Police Academy
Traffic - 3400	08/25/1989	144	Concho Valley Academy
Technical/Specialized - 3800	12/14/1988	54	Texas Department of Public Safety LEA
Basic Crime Prevention - 2101	12/09/1988	40	Concho Valley Academy
S.F.S.T. Practitioner - 2067	07/14/1988	24	Concho Valley Academy
Investigations - 3200	06/02/1988	16	Concho Valley Academy
Patrol/Tactical - 3300	05/24/1988	8	San Angelo Police Academy
LAW - 3100	04/29/1988	8	Concho Valley Academy
Basic Peace Officer - 1000	03/26/1982	328	Concho Valley Academy
Basic Telecommunications Certification Course - 1013	08/01/1980	40	Texas Department of Public Safety LEA

Total Hours

1886

4.35.05

RFB 05-013 "Re-Roofing of Bell St. and Teller Booth Bldgs." SpreadSheet

Location/Description	Bidding	Companies
	Harrison Roofing 1317 S. Hill San Angelo, TX 76903	Galindo Roofing 4275 Irving San Angelo, TX 76904
Bell St. Building	\$ 52,176.43	\$ 69,142.00
Teller Booth	\$ 24,003.96	\$ 29,818.00
COST	\$ 76,180.38	\$ 98,960.00
Est. Start Date	4.21.05	4.25.05



The City of

# San Angelo, Texas

P.O. Box 1751 • Zip 76902

March 11, 2005

Mr. Micheal Brown, County Judge  
Tom Green County  
112 W. Beauregard  
San Angelo, Tx 76903

RE: Sale of Tax Foreclosure Property(s) – Lots 5, 6, 7 and 8, Block 38, Forest Park  
Addition, Suit No.: B-97-0073-T.

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in March, 2002 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The Forest Park Property is vacant lots. Lot size is 100' x 140' and is located on Webster Street.

The City has received an offer from Kenneth and Teresa Barrows in the amount of \$ 4,000.00 for purchase of this property.

The City Council has approved the sale of the property(s). This matter is now being forwarded to you for your approval on your next agenda. Attached is each Resolution for your signature. Please forward a copy of the signed Resolutions.

Listed below is a breakdown of the amounts owed.

Lots 5, 6, 7 and 8, Block 38, Forest Park Addition

Taxes	\$ 2,474.32
District Clerk	8.00
Sheriff Fees	40.00
Attorney Fees	115.00
City Admin	350.00
	<hr/>
	\$ 2,987.32

---

If you have any questions or require additional information, feel free to contact me at (915)657-4212.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Carver". The signature is fluid and elegant, with the first name "Sheila" and the last name "Carver" clearly distinguishable.

Sheila Carver  
Property Management Tech  
City of San Angelo

**CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE**  
**OF THE COUNTY COMMISSIONERS OF**  
**TOM GREEN COUNTY**

**Date:** April 12<sup>th</sup> 2005

**Buyer:** Kenneth and Teresa Barrows  
2431 College Hills Blvd.  
San Angelo, Texas 76904

**Property:** Lots 5, 6, 7 and 8, Block 38, Forest Park Addition, City of San Angelo, as described in Volume 60, Page 701, Deed Records of Tom Green County, Texas.

**Purchase Price:** Buyer will purchase the Property for the sum of Four Thousand and NO/100 Dollars ( \$ 4,000.00 )

**Judgment:** Judgment for the foreclosure of a tax lien against the Property entered on July 11, 1997 in Cause No. B-97-0073-T by the 119<sup>th</sup> District Court of Tom Green County, Texas.

**Sheriff's Deed:** Sheriff's Deed dated March 25, 2002 filed of record on March 25, 2002, and recorded in Volume 902, Pages 544-545 , Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this

Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price.

NOW, THEREFORE, the Commissioners of Tom Green County convened on April 12th, 2005, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political  
Subdivision of the State of Texas

By: *Michael D. Brown*  
Judge Brown, Judge of Tom Green County

STATE OF TEXAS           §  
                                      §  
COUNTY OF TOM GREEN   §

This instrument was acknowledged before me on April 12th, 2005,  
by Michael D. Brown, County Judge of  
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom  
Green County.



*Elizabeth McGill*  
Notary Public, State of Texas  
Elizabeth McGill  
County Clerk  
Tom Green County, Texas

### **PROCLAMATION**

**WHEREAS**, American citizens have joined together annually for the past 25 years to recognize the needs and rights of crime victims and survivors during National Crime Victims' Rights Week each April; and

**WHEREAS**, The silver anniversary of this important event provides an opportunity to reflect on the devastating impact of crime and terrorism on victims and on the country and to strengthen our national resolve to ensure that victims' needs are identified and addressed; and

**WHEREAS**, President Ronald Reagan first declared National Crime Victims' Rights Week in 1981 in order to focus our nation's attention on the plight of crime victims. Since that time the crime victim assistance field has expanded from a handful of programs to include more than 10,000 community-based and justice system programs as well as over 32,000 federal and state statutes that define and protect victims' rights; and

**WHEREAS**, America, as a nation, and we, as Texans, recognize that justice is not served until crime victims are, that crime and violence in America affects us all, and that victims' rights are a critical component of "justice for all"; and

**WHEREAS**, Justice cannot truly be served until all those hurt by crime—our mothers and fathers, sons and daughters, sisters and brothers, and neighbors and friends—are provided support and assistance in the aftermath of victimization; and

**WHEREAS**, Despite impressive progress in the past 25 years, many challenges remain to ensure that all crime victims and survivors are treated with dignity and respect, that they are recognized as key participants within our systems of justice, and that they are afforded services that provide them help and hope; and

**WHEREAS**, The citizens of Texas and Tom Green County recognize that we serve justice by serving victims of crime and that by helping victims and survivors of crime, we help make our homes neighborhoods, our communities, and our entire nation stronger, safer, and more secure; **therefore, be it**

**RESOLVED**, that Tom Green County, Texas proclaims the week of April 10 – 16, 2005, to be Tom Green County, Texas Crime Victims' Rights Week, and honors crime victims and those who serve them during this week and throughout the year, **and be it further**

**RESOLVED**, that as individuals, communities and a Nation, we value justice in America that includes and involves crime victims, and seek to serve justice by serving victims of crime; **and be it further**

**RESOLVED**, that a copy of this proclamation be presented to the Tom Green County Coalition Against Violence on this the 12<sup>th</sup> day of April 2005.



Michael Brown  
County Judge, Tom Green County, Texas



---

**RESOLUTION**  
Tom Green County

**WHEREAS**, The Tom Green County Commissioner's Court finds it in the best interest of the citizens of Tom Green County, that the AYUDAR Drug Prevention Grant be operated for 2008; and

**WHEREAS**, Tom Green County is not required to provide matching funds for the said project; and

**WHEREAS**, Tom Green County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tom Green County assures that the funds will be returned to the Criminal Justice Division in full by the Juvenile Probation Department.

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

**NOW THEREFORE, BE IT RESOLVED** that Tom Green County Commissioners' Court approves submission of the grant application for the AYUDAR Drug Prevention Grant to the Office of the Governor, Criminal Justice Division.

Signed by: 

Passed and Approved this 12th of April, 2005

Grant Application Number: JJDP Grant

**RESOLUTION**  
Tom Green County

**WHEREAS**, The Tom Green County Commissioner's Court finds it in the best interest of the citizens of Tom Green County, that the Intervention and Prevention Program for Offenders at-risk of Abusing Drugs Grant be operated for 2006; and

**WHEREAS**, Tom Green County is not required to provide matching funds for the said project; and

**WHEREAS**, Tom Green County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tom Green County assures that the funds will be returned to the Criminal Justice Division in full by the Juvenile Probation Department.

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

**NOW THEREFORE, BE IT RESOLVED** that Tom Green County Commissioners' Court approves submission of the grant application for the Intervention and Prevention Program for Offenders at-risk of Abusing Drugs Grant to the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_

Passed and Approved this 12th of April, 2005

Grant Application Number: JJDP Grant

**COOPERATIVE WORKING AGREEMENT**

This is to certify that the objectives of the AYUDAR Drug Prevention grant application submitted to the Governor's Criminal Justice Division have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

**PART I: APPLICANT ORGANIZATION**

Tom Green County Juvenile Probation  
Department


  
Judge Michael D. Brown, County Judge

AYUDAR Drug Prevention Program

Signature of Authorized Official


Date

**PART II: OUTSIDE ORGANIZATION**

  
Valerie Jones, Licensed Chemical  
Dependency Counselor

Valerie Jones  
Valerie Jones

AYUDAR Drug Prevention Program

 4-8-05  
Signature Date

### COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the grant application submitted to the Governor's Criminal Justice Division have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

#### **PART I: APPLICANT ORGANIZATION**

Tom Green County  
Applicant's Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Mike Brown, County Judge  
Printed Name and Title of Applicant's Authorized Official

 4-12-05  
Signature of the Applicant's Authorized Official Date

#### **PART II: OUTSIDE ORGANIZATION**

Children's Advocacy Center of Tom Green  
County, Inc.  
Outside Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Debra Brown, Executive Director  
Printed Name and Title of Outside Organization's  
Authorized Official

 4-11-05  
Signature of the Outside Organization's Authorized Official Date

### COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the grant application submitted to the Governor's Criminal Justice Division have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

#### PART I: APPLICANT ORGANIZATION

Tom Green County  
Applicant's Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Mike Brown, County Judge  
Printed Name and Title of Applicant's Authorized Official

  
Signature of the Applicant's Authorized  
Official

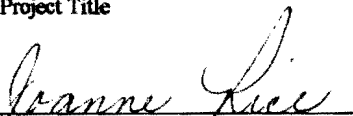
4-12-05  
Date

#### PART II: OUTSIDE ORGANIZATION

San Angelo Independent School District  
Outside Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Joanne Rice, Assistant Superintendent of  
Educational Support Services  
Printed Name and Title of Outside Organization's  
Authorized Official

  
Signature of the Outside Organization's  
Authorized Official

4/11/05  
Date

### COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the grant application submitted to the Governor's Criminal Justice Division have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

#### PART I: APPLICANT ORGANIZATION

Tom Green County  
Applicant's Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Mike Brown, County Judge  
Printed Name and Title of Applicant's Authorized Official

  
Signature of the Applicant's Authorized  
Official

4-12-05  
Date

#### PART II: OUTSIDE ORGANIZATION

West Texas Psychological Associates  
Outside Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Joe Jeffers, owner  
Printed Name and Title of Outside Organization's  
Authorized Official

  
Signature of the Outside Organization's  
Authorized Official

4/11/05  
Date

### COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the grant application submitted to the Governor's Criminal Justice Division have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.


In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

#### PART I: APPLICANT ORGANIZATION

Tom Green County  
Applicant's Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Mike Brown, County Judge  
Printed Name and Title of Applicant's Authorized Official

  
Signature of the Applicant's Authorized Official

4-12-05  
Date

#### PART II: OUTSIDE ORGANIZATION

Alcohol and Drug Abuse Council for the  
Concho Valley  
Outside Organization

"Intervention and Prevention for Offenders at Risk of  
Abusing Drugs / In-Home Family Services Program"  
Project Title

Eric A. Sanchez, Executive Director  
Printed Name and Title of Outside Organization's  
Authorized Official

  
Signature of the Outside Organization's  
Authorized Official

4/11/05  
Date

## INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS

COUNTY OF Tom Green

§  
§  
§

### I. PARTIES

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TXDPS"), an agency of the State of Texas, and the Commissioners Court of Tom Green County, a local political subdivision of the State of Texas ("RECEIVING AGENCY").

### II. OVERVIEW

The purpose of this Contract is to set forth the terms and conditions under which the TXDPS will provide the RECEIVING AGENCY funding to procure information services from the statewide contracts awarded by the Department of Information Resources (DIR), including case management software, infrastructure or other services (including installation, conversion, customization, training and maintenance). The Electronic Court Reporting Grant awarded by the Federal Motor Carrier Administration (FMCSA) provides funds to the TXDPS to pass through to local municipal and justice of the peace courts requesting participation in this cooperative project.

### III. DEFINITIONS

"Case Management Software" refers to software that will allow the RECEIVING AGENCY to report traffic convictions through electronic means.

Terms not defined in this Contract or by relevant statutes shall be given their ordinary meanings.

### IV. GOVERNING LAW

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.



## **V. VENUE**

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

## **VI. SCOPE OF CONTRACT**

The RECEIVING AGENCY agrees to:

Utilize appropriated funds to procure case management software and other case management services, including infrastructure, installation, conversion, customization, training and maintenance;

Utilize statewide DIR contracts to purchase the information services described above or receive a waiver from TXDPS to purchase from other sources;

Continue submitting or begin submitting traffic offense convictions to the TXDPS electronically via file transfer (FTP) by 30 days after installation of the infrastructure detailed in Attachment A;

Continue submitting or begin submitting required reports to the Office of Court Administration (OCA) electronically by September 1, 2005 and continue thereafter;

Discontinue use of the OCA DOS case management software no later than August 31, 2005;

The TXDPS agrees to reimburse the RECEIVING AGENCY for actual allowable expenditures made in accordance with the terms of this agreement not to exceed the amounts identified in Attachment A. RECEIVING AGENCY agrees and understands that the determination of allowable expenditures under this agreement will be made by TXDPS at its sole discretion according to the Uniform Grant Management Standards and applicable requirements of the FMCSA.

## **VII. COMPLIANCE WITH LAW**

The RECEIVING AGENCY understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including relevant administrative rules adopted by the TXDPS and will assume

responsibility for improving motor carrier safety and adopting and administering State safety laws and regulations that are compatible with the Federal CDL requirements (49 CFR Parts 383 and 384).

#### **VIII. REIMBURSEMENT AND ACCOUNTING PROCEDURES**

The RECEIVING AGENCY shall submit all requests for reimbursement to TXDPS no later than the 15<sup>th</sup> day of each calendar month, utilizing the Reimbursement Request Form (Attachment B). Requests for reimbursement shall be reflective of expenditures made during the previous thirty (30) days and must include a copy of the invoices paid by RECEIVING AGENCY. Requests for reimbursement shall be submitted to TXDPS at the following address: Lisa Daughtry, Driver License Division, P.O. Box 4087, Austin, Texas 78773-0300.

TXDPS will make a good faith effort to process all reimbursement requests submitted in accordance with this Contract within fifteen (15) working days from the date of receipt. TXDPS will not reimburse the RECEIVING AGENCY for expenses incurred prior to the effective date or following the termination date of this Contract.

The RECEIVING AGENCY is expected to utilize all appropriated funds for case management or FTP software and computer/monitor no later than August 31, 2005. The RECEIVING AGENCY is expected to utilize all appropriated funds for internet services no later than June 30, 2006. If the RECEIVING AGENCY has not expended all appropriated funds by August 1, 2005, the RECEIVING AGENCY shall submit a written progress report TXDPS no later than August 15, 2005, detailing the status of pending procurement projects.

#### **IX. LITIGATION AND INDEMNITY**

Each party may participate in the defense of a claim or suit related to the subject matter of this Contract, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the RECEIVING AGENCY agrees to indemnify and hold harmless the TXDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the RECEIVING AGENCY further agrees to satisfy any final judgment awarded against the RECEIVING AGENCY or the TXDPS arising from the performance of this Contract, provided said claim, suit,

action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TXDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TXDPS, unless such litigation does not name the TXDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

#### **X. CONTRACT MODIFICATION**

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

#### **XI. SEVERABILITY**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

#### **XII. MULTIPLE COUNTERPARTS**

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

#### **XIII. EFFECTIVE DATE OF CONTRACT**

This Contract shall be in effect from February 1, 2005 and shall terminate on June 30, 2006. Either party, upon thirty days written notice to the other party, may terminate this Contract prior to that date. Notice may be given at the following address: TXDPS, Lisa Daughtry, Driver License Division, P.O. Box 4087, Austin, Texas 78773-0300.

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

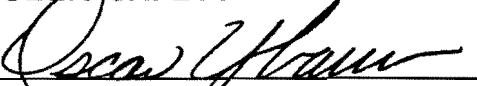
#### XIV. STATE AUDITOR CLAUSE

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract 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.

#### XV. SIGNATORY AUTHORITY

The undersigned signatory for the RECEIVING AGENCY hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement, and that he/she has full and complete authority to enter into this agreement on behalf of the RECEIVING AGENCY.

#### TEXAS DEPARTMENT OF PUBLIC SAFETY

  
Oscar Ybarra  
Chief of Finance

4/22/05  
Date

#### RECEIVING AGENCY\*

  
Authorized Signature Michael D. Brown

County Judge, Tom Green County, TX  
Title

April 12, 2005  
Date

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

Payment Address: 112 W. Beauregard Ave

City, State, Zip: San Angelo, TX 76903-5835

Tax ID #: 75-6001184

**ATTACHMENT A**  
**Allowable Expenses**  
**DLD-FMCSA Grant Allocation for Traffic Conviction Reporting**

**Court Name:** Tom Green County JP Pct 1-4

<b>Infrastructure Required</b>	<b>Amount Awarded</b>
Case Management Software or FTP software	\$6,000.00
Computer/Monitor	\$0
Internet Services to allow FTP transmissions	\$0
<b>Total Awarded</b>	<b>\$6,000.00</b>

ATTACHMENT B

DLD-FMCSA Grant Allocation for Traffic Conviction Reporting

Court Name: Tom Green County JP Pct 1-4 \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Contract Number: 004482-16057

Billing Period: \_\_\_\_\_

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

<u>Description</u>	<u>Amount Requesting</u>	<u>Previous Amount Requested</u>	<u>Cumulative Total</u>
A. Case Management or FTP Software/Services	\$ _____	\$ _____	\$ _____
B. Computer/Monitor	\$ _____	\$ _____	\$ _____
C. Internet Services to Allow FTP Transmissions	\$ _____	\$ _____	\$ _____
Totals:	\$ _____	\$ _____	\$ _____

Reimbursement payment may be sent to:

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

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

\_\_\_\_\_  
Signature of person requesting reimbursement

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Mail Request to:  
Texas Dept. of Public Safety  
Attn: Lisa Daughtry Driver License Division  
PO Box 4087  
Austin, TX 78773-0300  
512-424-5457

**Library/Hampshire Wells Kickoff Meeting**  
**April 7, 2006 3:00 p.m. at the San Angelo Museum of Fine Arts**  
**Minutes**

**Attendees:** Howard Taylor, Ralph Hoelscher, Karl Becker, Larry Justice, Stanley Liles, Jamie Ralby, Harold Dominguez, Rick Wales, Jess Stanford, Connie Hutchman, Mary Chasfield, Don Kilham, William Collins, Craig Kinney, Rod Bridgman, Michael Dalby, Mark Thiesman, Suede Harrison, John Fuenster, Ray and Julie Zapata, Frances St. Clair, Pat Diehman, Kay Holland

Ralph Hoelscher kicked off the meeting by covering the motion he made to the commissioners on March 28, 2005 to look at the Hampshire Wells as a possible location for the County library. He challenged the group with a saying from Sam Houston just before he went into the Battle of San Jacinto when he wrote, "We view ourselves on the eve of battle. We are nervous for the contest, and must conquer or perish... We must act now or atone all hope." Then he told the group of the May 24 deadline to have the final report back to the commissioners.

There were 4 committees established. The committee charge and membership is as follows:

**Building Partnership Committee**

- Determine business arrangements for the building between the City and County, i.e. sale, lease, partnership or cooperative agreement
- Explore possibilities of partnership agreements with other groups to assist in overall operations of the building i.e. multi-cultural center, SA Museum of Fine Arts, or others

**Committee Members:** Michael Dalby Facilitator, Judge Brown, Karl Becker, Larry Justice, Stan Liles, Harold Dominguez, Rick Wales, Mark Berta, Jamie Ralby, Doreen Morrison, Ray Zapata, Howard Taylor (Note: if Judge Brown cannot attend a meeting then Ralph Hoelscher will attend)

**Individual Funding Committee**

- Identify potential leadership donors
- Once preliminary budgets & plans are complete contact top 10-12 potential leadership donors to test the feasibility

**Committee Members:** Suede Harrison Chairman, John Fuenster, Ray & Julie Zapata, Joel Suggs, Terry Melendez

**Government/Foundation Funding Committee**

- Compile list of government funds and foundations which could be solicited for the Library/Hampshire Wells Project
  - List potential level of funding and application time line for each entity
- Committee Members:** Eric Eggensmyer Chairman, Elizabeth Grindstaff, Denise Blomquist, Frances St. Clair, Howard Taylor, Pat Diehman, Mary Chasfield, Connie Hutchman

**Vision/Feasibility Study Committee**

- Create a vision for the best use of the building
- Develop a master plan for the renovation of the Hemphill Wells building to include, but not limited to the county library, meeting rooms, reading rooms, relaxation areas, ethnic displays, art displays, and/or refreshment or food service
- Determine an estimated cost of various phases including construction costs and O&M costs
- Determine communications plans
- Depending upon availability of funding one option for the completion of the building could be viewed in the following four phases:
  1. Reinforce floor and renovate the 1<sup>st</sup> and 2<sup>nd</sup> floors for the library. Add needed reinforcement to the roof at the penthouse level to support future expansion. Determine parking garage needs.
  2. Downstairs renovation
  3. Penthouse renovation
  4. Roof expansion

**Committee Members:** Howard Taylor Chairman, Ralph Hoelscher, Larry Justiss, Don Killam, Jess Stanford, Ray Zapata, Elizabeth Grindstaff, John Fuentes, Jamie Rainey, Harold Dominguez, Rick Weiss, Mark Barta, Rod Bridgman

Howard Taylor discussed preliminary capital costs based on contacts he had made. He discussed areas of operations and costs. He also announced that the museum had been given \$15,000 by an anonymous donor to hire architect Craig Kianey and consulting architect Killis Almond from San Antonio to assist the group with the feasibility study.

The individual groups met to discuss future meeting dates. Howard Taylor's Vision/Feasibility Study Committee set their first meeting date for Wednesday April 20 at 10:00 a.m. Committee Chairmen will meet on Monday afternoon's to provide updates.

Meeting adjourned 4:30 p.m.

Minutes submitted by Jamie Rainey



**LEASE AGREEMENT BETWEEN TGC AND  
THE CHRISTOVAL YOUTH BASEBALL ASSOCIATION**

**STATE OF TEXAS           §**

**COUNTY OF TOM GREEN       §**

Tom Green County, acting by and through the Tom Green County Commissioners' Court, hereinafter known as "Lessor", whose address is Tom Green County, 113 West Beauregard Avenue, San Angelo, Texas 76903-5851, hereby leases, under the following terms and conditions as hereinafter set out, unto CHRISTOVAL YOUTH BASEBALL ASSOCIATION, a Texas non-profit organization, acting by and through its duly authorized President, Mark Rich, hereinafter known as "Lessee," whose address is 19221 Live Oak, Christoval, Texas 76935. The leased premise is described in Exhibits A or B attached hereto and incorporated herein by reference.

**1.     TERM.**

- 1.1     The term of this Lease shall be for two (2) years, beginning **April 12, 2005** and ending on **March 31, 2007**.

Lessee shall have an option to renew the lease agreement for (2) additional terms of two (2) years each on the same terms, conditions, covenants contained herein, including the same rentals, with the lease terms to begin April 1, 2007, and ending on March 31, 2009, and April 1, 2009, and ending March 31, 2011. Lessee shall notify Lessor in writing by no later than January 1, 2007, and January 1, 2009, respectively, of Lessee's intention to exercise its option to renew and extend the lease agreement.

Lessee may not exercise its options to renew and extend the lease agreement if it is in default on any of the terms or provisions of this lease agreement.

**2.     RENT**

- 2.1     Amount. Rental for the Leased Premises shall be paid in annual installments in advance beginning April 12, 2005, and shall be the sum of One Dollar (1.00) per year.
- 2.2     Place of Payment. Said payments shall be made to the Tom Green County Treasurer, 113 W. Beauregard Avenue, San Angelo, Texas 76903-5835.
- 2.3     Further Consideration. Lessee represents the Christoval Youth Baseball Association will provide an affordable, quality recreation experience for all

citizens desiring to participate in such program, subject to the terms and conditions herein stated.

**3. USE OF LEASED PREMISES.**

**3.1 Use.** Leased premises shall be used by Lessee only for activities associated with Christoval Youth Baseball Association and for uses normally incident thereto and for no other purpose. However, it is hereby agreed by the parties that the Leased Premises shall be made available to the Toenail Trail Days Committee and used for other activities and events by the public during the annual Toenail Trail Days.

**3.2 Termination.** If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, Lessor shall have the right to terminate this Lease by giving sixty (60) days written notice given to Lessee. For purposes of this section it is agreed that non-use of the Leased Premises at any time other than during the baseball season shall not be a cessation of use for which the Lease may be terminated.

**3.3 Cancellation.** Lessor shall also have the right to cancel this Lease for any use deemed more appropriate by the Tom Green County Commissioners' Court after written notice is given to Lessee and the lapse of ninety (90) days. Notwithstanding the above, such right to cancel for any purpose deemed more appropriate will not exist during the first (2) year primary term of the Lease.

Such described right to cancel shall exist only in the option terms as described in Section 1.1 hereof.

If cancellation occurs, Lessee shall have the right to remove improvements (non-fixtures) placed by Lessee, but in no event shall Lessor be required to reimburse Lessee for improvements, fixtures or expenses incurred by Lessee in connection with the Lease. Lessee shall possess the right to remove lights and light standards, which it may erect on the leased premises.

**4. CONDITION OF LEASED PREMISES.**

**4.1 Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

**4.2 Improvements.** It is agreed by the parties that Lessee, subject to the prior approval of the Tom Green Commissioners Court, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such

buildings and other improvements, and such alterations, additions and changes therein as is deemed necessary or convenient for the purpose of conducting activities associated with the Christoval Youth Baseball Association, the complete direction and control of which shall be the responsibility and prerogative of the Board of Directors of Lessee. Lessee shall not be required to obtain consent for ordinary repairs and maintenance of the Leased Premises.

- 4.3 **Permits.** Any permit for improvement to the Leased Premises under this Lease must comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical and Plumbing Codes which may be applicable within Tom Green County, with other ordinances of Tom Green County and with the laws of the State of Texas, so far as one or more of the above may be applicable.
- 4.4 **Maintenance.** Lessee agrees to keep and maintain the Leased Premises and any all structures in place erected or caused to be erected or placed on the Leased Premises in good and tenantable condition and appearance, and further agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. Lessee shall maintain the Leased Premises free and clear of brush and weeds.
- 4.5 **Failure to Maintain.** In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to Tom Green County, then the Tom Green County Commissioners' Court, after reasonable notice, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, mowed or repaired, and lessee expressly authorizes the cost of any such cleaning, clearing, mowing or repairing to be added to the annual rental payment with interest at the rate of (10) percent per annum beginning thirty (30) days from the date on which the work was completed, until such cost is paid in full.
- 4.6 **Control of Traffic.** Lessee shall be entitled to barricade the Leased Premises in order to keep all traffic on the paved roads at such times the Leased Premises is used by Lessee.

5. **LIMITATIONS OF LESSEE IN LEASED PREMISES.**

- 5.1 **Reservations.** Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas and other mineral leases upon the Leased Premises, valid right-of-way easements for gas, oil or water pipelines, telephone, telegraph, or electric pole transmission lines on said Leased Premises, or any part thereof, and in such event this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas and other mineral lease or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.

- 5.2 **Easements.** An easement across the Leased Premise is hereby retrained by Lessor for the purpose of laying sewer, electrical, and water lines and for necessary right-of-way for roads, alleys or other throughways.
- 5.3 **No Assignment or Subletting.** Lessee will not assign or sublet this Lease, in whole or in part without the written consent of Lessor.
- 5.4 **No Encumbrances.** Lessee shall not have the right to encumber the Leased Premises leased hereunder without the consent of the Commissioners' Court of Tom Green County, provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.
- 5.5 **Lessor's Right to Enter.** At all times during the term of the Lease, Lessor or its elected officials, employees, agents, and representatives shall have the right to enter said Leased Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease.

6. **DEBTS REALTED TO LEASED PREMISES.**

- 6.1 **Taxes.** Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against Lessee or the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collections thereof no less than fifteen (15) days before the same shall delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments.
- 6.2 **Incidental Charges.** Lessee shall pay or cause to be paid all incidental charges, but no limited to, permit fees incurred in connection with its operations and use of the Leased Premises.
- 6.3 **Utilities.** Lessee shall pay or cause to be paid all charges to be paid for water, sewer, gas, electricity, telephone, trash pick-up, cable and any and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees or fees associated with the installation of the utilities.

7. **COVERAGES.**

- 7.1 **INDEMNIFICATION.** LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR, ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND

REPRESENTATIVES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS REPRESENTATIVES, VOLUNTEERS, OR EMPLOYEES OF LESSEE OR LESSOR, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM LESSEE'S OPERATION HEREUNDER, OR SUSTAINED FROM IN OR UPON THE LEASED PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER.

- 7.2 **WAIVER AND RELEASE.** IN CONSIDERATION FOR THE RIGHT TO ENTER ON AND UTILIZE THE LEASED PREMISES, LESSEE HEREBY AGREES TO WAIVE OR RELEASE ANY RIGHTS THAT LESSEE (AND LESSEE'S AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, GUESTS AND INVITEES) MAY HAVE TO MAKE A CLAIM OR INSTITUTE ANY ACTION AT LAW OR IN EQUITY AGAINST LESSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND ELECTED OFFICIALS ARISING FROM ANY DAMAGES, INJURIES, OR DEATH WHICH LESSEE (AND LESSEE'S AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, GUESTS, AND INVITEES) MAY SUSTAIN WHILE ENGAGING IN ANY ACTIVITY UPON OR CONNECTED WITH THE LEASED PREMISES OR THIS LEASE AGREEMENT.

- 7.3 **Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, a comprehensive general liability insurance policy.

7.3.1 **Amount of Policy.** The amount shall be in at least the following coverage's:

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit-Any one Fire	\$50,000
Medical Expense Limit-Any One Person	\$1,000
Deductible-Bodily Injury & Property Damage Per Claim	\$500

7.3.2 **Type of Policy.** This insurance shall be an occurrence- type policy written in comprehensive form and shall protect Lessor against liability which may accrue against Lessor by reason of Lessee's wrongful or negligent conduct incident to the use of Leased Premises, resulting from any accident or incident occurring on or about the Leased Premises.

7.3.3 **Named Insureds.** All insurance policies required herein shall be drawn in the name of Lessee, Lessor, its Commissioners Court, elected officials,

employees, officers, directors, agents, representatives, and consultants named as additional insured's.

**7.3.4 Certificates of Insurance.** Lessee on or before March 1 of each year during the term of this lease or renewals shall furnish Lessor with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance. The certificates of insurance shall be delivered to the Tom Green County Risk Manager.

Archie Kountz  
Risk Manager  
124 W. Beauregard  
San Angelo, TX. 76903

**7.3.4.1 Contents of Certificates.** All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type.

**7.3.4.2 Notices for Certificates.** The certificates shall provide that any company issuing an insurance policy shall provide to Lessor not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and Insurance Company shall immediately provide written notice to Lessor upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance for Lessor shall be mailed in accordance with the notice provisions of this Lease Agreement.

**7.4 Waiver of subrogation.** Lessee shall require its insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against Lessor, the Commissioners Court, the members of the Commissioners Court, elected officials, employees, agents and representatives.

**7.5 Lessee's Liability.** The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations are, notwithstanding said policy of Insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Lease Premises.

**7.6 Athletic Participant Insurance.** Lessee shall obtain Athletic Participant Insurance policy or policies for all of its participants and shall furnish Lessor with certificates of insurance as evidence that said policy or policies are in full force and effect. The certificates of insurance shall be delivered to the Tom Green County Risk Manager.

8. **ABANDONMENT OF LEASED PREMISES.**

- 8.1 **Deserted or Vacated.** If the Leased Premises shall be deserted or vacated, Lessor may, if Lessor so elects, and any time thereafter, terminate the Lease and the term hereof, on giving Lessee sixty (60) days written notice of Lessor's intention to do so, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in the Lease for the expiration hereof. Non-use of the Leased Premises at any time which is not the baseball season of Lessee shall not be a deserting or vacating of the Leased Premises.

9. **SURRENDER OF LEASED PREMISES.**

- 9.1 **Restoration.** The Leased Premises and any fixtures shall remain the property of Lessor and shall be restored to possession of Lessor in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).
- 9.2 **Delivery.** Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Lessor upon termination of this Lease.
- 9.3 **Abandoned Property.** All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of Lessor.

10. **MISCELLANEOUS.**

- 10.1 **Invalid or Illegal Provisions.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.
- 10.2 **Terms of the Essence.** IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

**10.3 Remedies.**

**10.3.1 Upon Termination.** Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages then or therefore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder.

**10.3.2 Cumulative Remedies.** All rights, options and remedies of Lessor contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by Lessor of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

**10.3.3 Reimbursement of Lessor's Expenses.** Lessee shall pay on demand all of Lessor's expenses including, but not limited to, attorney's fees, expert witness fees, litigation expenses, and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fees and collection of utility payments, taxes and other legitimate assessments.

**10.4 Notices.** Any notice or demand that either party desires or is required to be given by this Lease Agreement shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, postage prepaid to the following:

If to Lessor: County of Tom Green  
122 West Harris  
San Angelo, Texas 76903-5877  
Attn: County Judge

If to Lessee: Christoval Youth Baseball Association  
19221 Live Oak  
Christoval, Texas 76935  
Attn. Mark Rich

**10.5 Amendments.** No modification of this Lease shall be binding unless it be in writing and executed in due form by all of the parties hereto.



- 10.6 **Easements and Restrictions.** Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.
- 10.7 **Relationship of Lessor and Lessee.** The relationship between Lessor and Lessee at all times shall remain solely that of the Landlord and Tenant and shall not be deemed a partnership or joint venture.
- 10.8 **Headings.** The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.
- 10.9 **Interpretation/Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.
- 10.10 **Anti-Discrimination.** Lessee agrees that it will not violate any federal, state or local civil rights or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this agreement which may result in the termination of the agreement or such other remedy as Lessor may deem appropriate.
- 10.11 **Compliance with ADA.** Lessee agrees to comply fully with provisions of the Americans with Disabilities Act and to make any and all displays, events or activities on Leased Premises accessible to individuals with disabilities.
- 10.12 **Hold Over.** It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of lessor.
- 10.13 **Reimbursement of Lessor's Expenses.** Lessee shall pay on demand all of Lessor's expenses including, but not limited, attorney's fees, expert witness fees, litigation expenses, and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to collection of annual rental fees and collection of utility payments, taxes and other legitimate assessments.
- 10.14 **Entire Agreement.** The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation or representation made by any agent, employee, official, or elected official of Lessor.

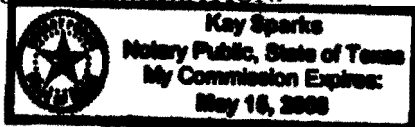
LESSEE:

**CHRISTOVAL YOUTH BASEBALL ASSOCIATION**

By: 

Mark Rich, President

This instrument was acknowledged before me on the 11<sup>th</sup> day of April, 2005, by Mark Rich, President of the CHRISTOVAL YOUTH BASEBALL ASSOCIATION, on behalf of said ASSOCIATION.





Notary Public, State of Texas

LESSOR:

**TOM GREEN COUNTY**

By: 


Michael D. Brown, County Judge,

Acting In his official capacity and not individually

Subscribed and acknowledged before me by the said County Official, on this the 12<sup>th</sup> day of April, 2005.

ATTEST:



  
Elizabeth McGill, County Clerk  
Tom Green County, Texas

### FIELD NOTES

2.566 Acres

October 22, 2002  
02-A-0807b

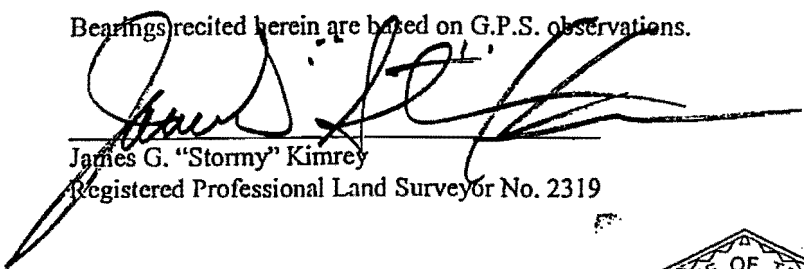
Being an area of 2.566 acres of land out of Johan Zerbach Survey 1827, Abstract No. 4217, Tom Green County, Texas and said 2.566 acre tract also being out of that certain First Tract in Deed dated October 13, 1941 to Tom Green County by Sallie J. Pugh and recorded in Volume 212, Page 475, Deed Records of Tom Green County, Texas and said 2.566 acre tract being more particularly described by metes and bounds as follows;

Beginning at a nail set for the north corner of this tract and being in the west or southwest right-of-way line of F. M. Highway 2084 (Toe Nail Trail) and being 1805.95 feet S. 26° 03' 26" E. from the intersection corner of the north fence of Pugh Park and the west or southwest line of said F. M. Highway 2084;

Thence with the east or northeast line of this tract and the west or southwest line of said F. M. Highway 2084, S. 59° 45' 15" W. 354.21 feet to a nail set for the south corner of this tract;

Thence with the west and northwest line of this tract as follows, N. 27° 31' 19" W. 47.56 feet to a nail set for an angle corner of this tract, N. 21° 29' 58" W. 107.18 feet to a nail set for an angle corner of this tract, N. 02° 58' 41" W. 109.74 feet to a nail set for an angle corner of this tract, N. 17° 32' 05" E. 110.08 feet to a nail set for an angle corner of this tract, N. 36° 25' 22" E. 102.04 feet to a nail set for an angle corner of this tract, N. 53° 51' 30" E. 127.85 feet to the place of beginning and containing an area of 2.566 acres of land.

Bearings recited herein are based on G.P.S. observations.

  
James G. "Stormy" Kimrey  
Registered Professional Land Surveyor No. 2319

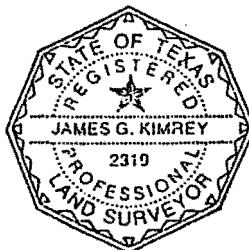


EXHIBIT B

VOL. 81 PG. 183

VOL. 75 PG. 619

FIELD NOTES

3.179 Acres

October 22, 2002  
02-A-0807

Being an area of 3.179 acres of land out of and a part of Block 14, Voss Addition, Tom Green County, Texas and said 3.179 acre tract also being out of that certain Third Tract in Deed dated October 13, 1941 to Tom Green County by Sallie J. Pugh and recorded in Volume 212, Page 475, Deed Records of Tom Green County, Texas and said 3.179 acre tract being more particularly described by metes and bounds as follows;

Beginning at a nail set for the north corner of this tract and being in the west or southwest right-of-way line of F. M. Highway 2084 (Toe Nail Trail) and being 316.37 feet S. 22° 09' 23" E. from the intersection corner of the north fence of Pugh Park and the west or southwest line of said F. M. Highway 2084;

Thence with the east or northeast line of this tract and the west or southwest line of said F. M. Highway 2084, with a curve to the left having a radius of 5779.65 feet, central angle of 00° 59' 00", arc length of 99.20 feet and whose long chord bears S. 23° 20' 54" E. 99.20 feet to a nail set for an angle corner of this tract;

Thence N. 88° 16' 53" W. 9.52 feet to a nail set for an angle corner of this tract;

Thence continuing with the east and southeast line of this tract as follows, S. 25° 26' 42" E. 33.12 feet, S. 14° 20' 20" E. 40.00 feet, S. 04° 28' 56" E. 60.97 feet, S. 14° 37' 10" W. 130.92 feet, S. 22° 15' 35" W. 56.90 feet, S. 44° 58' 34" W. 63.28 feet, S. 65° 11' 29" W. 101.58 feet to a nail set for an angle corner of this tract, S. 74° 42' 46" W. 46.36 feet to a nail set for the south corner of this tract;

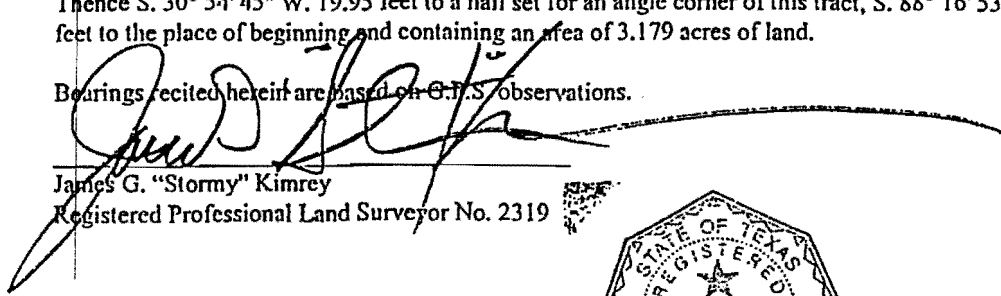
Thence with the southwest line of this tract as follows, N. 24° 01' 08" W. 275.57 feet to a nail set for an angle corner of this tract, N. 20° 35' 19" W. 29.40 feet to a nail set for an angle corner of this tract, N. 11° 28' 24" W. 29.69 feet to a nail set for an angle corner of this tract, N. 00° 54' 51" W. 29.90 feet to a nail set for an angle corner of this tract, N. 16° 24' 16" E. 30.20 feet to a nail set for an angle corner of this tract, N. 27° 24' 28" E. 30.25 feet to a nail set for an angle corner of this tract;

Thence with the northwest line of this tract, N. 36° 02' 01" E. 162.69 feet to a nail set for the west corner of this tract;

Thence with the north line of this tract, S. 86° 51' 51" E. 134.93 feet to a nail set for an angle corner of this tract;

Thence S. 30° 54' 45" W. 19.95 feet to a nail set for an angle corner of this tract, S. 88° 16' 53" E. 63.84 feet to the place of beginning and containing an area of 3.179 acres of land.

Bearings recited herein are based on G.T.S. observations.

  
James G. "Stormy" Kimrey  
Registered Professional Land Surveyor No. 2319

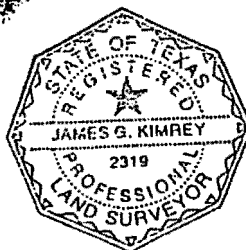


EXHIBIT A

VOL. 75 PG. 618

VOL. 81 PG. 184

COUNTY SUMMARY  
OPERATIONAL

INTERNAL USE ONLY!

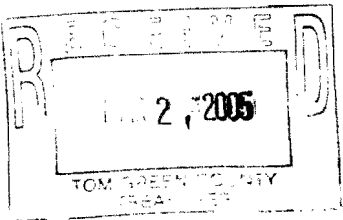
COUNTY: 451 TOM GREEN  
DISTRICT: 08 SAN ANGELO  
TIME FRAME: 01-OCT-04 - 28-FEB-05  
PRIMARY LAND CLASS: PRIVATE LANDS

=====

01 PRIVATE LANDS ACRES: 141,545  
Estimated Acreage of Agreements Worked: 141,545

AGREEMENT:

- 15509 DOORKEY
- 15515 TURNBO RANCH
- 15526 QUILLEN RANCH
- 19944 WEST & TURNBO RANCH
- 19945 KEYES RANCH
- 19954 MARTIN RANCH
- 19959 LIPAN SPRINGS
- 19967 LEE RANCH
- 19971 TOENAIL
- 19977 UPTON R.Q.
- 19989 TWIN MOUNTAIN
- 19992 HARPER RANCH
- 19993 GLASS RANCH
- 20927 DEVOLF RANCH
- 23929 DRY CREEK RCH
- 24039 TURNER - T STAR RANCH
- 24631 CHRIS RANCH CO
- 44601 HALPMANN RANCH
- 44603 LONE WOLF RANCH COMPANY
- 44609 RED CREEK RANCH
- 44614 PARRY RANCH
- 44619 B+
- 45100 TOM GREEN
- 45101 SAN ANGELO
- 48910 HEINEZE RANCH
- 66005 MCGOWAN RANCH
- 66011 MARCH
- 66032 THOMPSON RANCH
- 66033 JAMESON RANCH
- 66034 PULLIAM RANCH



===== PERSONNEL ACTIVITY =====

PERSONNEL	REG HRS	AST HRS	REG		2ND		STAFF	M44s	# PROJECTS	
			HELI	PIX W	ADCS	ADCS			PIRED	STRT ONGO
			HELI	PIX W	HELI	PIX W	DAYS			
PRIVATE (RURAL):										
BAKER, JAMES D.	478.54						59.82	125	22	15
DORSETT, JOHN		25.27					3.16		0	0

INTERNAL USE ONLY! COUNTY SUMMARY OPERATIONAL

PERSONNEL ACTIVITY

PERSONNEL	REG HRS	AST HRS	REG HELI	REG PIX W	2ND ADCS HELI	2ND ADCS PIX W	STAFF DAYS	M44s FIRED	# PROJECTS STRT	ONGO
PRIVATE (RURAL):										
HARPER, JAMES S.		179.02					22.38	9	0	0
HAYES, K. BRAD		38.33		4.00			5.29		0	0
INTERN, (587)		202.00					25.25		0	0
SCHWICKLE, FRED	6.93	3.67					1.33		1	1
Sub-Total:	485.47	448.29		4.00			117.22	134	23	16
CIVIL (RURAL):										
BAKER, JAMES D.	11.50						1.44		0	1
BRISTER, CLIFFORD W.	14.50						1.81		0	1
HARPER, JAMES S.		13.00					1.63		0	0
INTERN, (587)	11.50						1.44		0	1
VOSBURG, JAVAN M.	8.50						1.06		0	1
Sub-Total:	46.00	13.00					7.38		0	4
PILOTING ONLY:										
WOLLMAN, CURTIS D.				4.00			0.50			
Sub-Total:				4.00			0.50			
GRAND TOTAL (ALL PERSONNEL STAFF DAYS):							125.10			

SPECIES SUMMARY

SPECIES	METHOD	KILLED	PREED	DISPERSED	SURVEYRD
(TARGET-INTENTIONAL TAKE):					
Beaver	Spotlite/Sh	1			
Sub-Total:		1			
Bobcats	M-44	1			
	TrapCage	3			
	TrpLegStlJaw	7			
Sub-Total:		11			
DogFrRgHyb	M-44	1			
Sub-Total:		1			

INTERNAL USE ONLY!  
COUNTY SUMMARY  
OPERATIONAL

## ===== SPECIES SUMMARY =====

SPECIES	METHOD	KILLED	PREED	DISPERSED	SURVEYED
(TARGET-INTENTIONAL TAKE):					
Fox Gray	M-44	13			
	TrpLegStlJaw	4			
	Sub-Total:	17			
Fox Red	M-44	18			
	Sub-Total:	18			
Nutrias	Spotlite/Sh	1			
	Sub-Total:	1			
Raccoons	SnareNeckOT	3			
	TrapCage	7			
	TrpLegStlJaw	9			
	Sub-Total:	19			
SkunkStrip	TrapCage	21			
	Sub-Total:	21			
(TARGET-UNINTENTIONAL TAKE):					
Fox Gray	TrapCage	1			
	TrpLegStlJaw	1			
	Sub-Total:				
Raccoons	M-44	38			
	TrapCage	30			
	TrpLegStlJaw	7			
	Sub-Total:				
SkunkStrip	M-44	12			
	Sub-Total:				
(NON-TARGET):					
Badgers	TrpLegStlJaw	1			
	Sub-Total:	1			

INTERNAL USE ONLY!

COUNTY SUMMARY  
OPERATIONAL

(NON-TARGET):						
Opossums	TrapCage		1			
	TrpLegStlJaw		1			
		Sub-Total:	2			
SkunkHogNs	TrpLegStlJaw		1			
		Sub-Total:	1			

===== ADC VERIFIED DAMAGE SUMMARY =====

(By Subcategory)

SUBCATEGORY	RESOURCE	SPECIES	DAMAGE	# OCCUR	# LOSS	TOTAL \$VALUE	
LIVESTOCK	GoatKidOth	RavenOth	Predation	1	5 ea	80	
	SheepLambs	Bobcats	Predation	1	1 ea	50	
	SheepLambs	Coyotes	Predation	2	6 ea	210	
	SheepLambs	EaglesGold	Predation	1	2 ea	100	
	SheepLambs	RavenCom	Predation	1	2 ea	100	
	Sub-Total:					\$	540
ADC VERIFIED GRAND TOTAL:						\$	540

===== REPORTED DAMAGE SUMMARY=====

(By Subcategory)

SUBCATEGORY	RESOURCE	SPECIES	DAMAGE	# OCCUR	# LOSS	TOTAL \$VALUE
LIVESTOCK	GoatKidOth	Bobcats	DamageThr	8	8 ea	0
	GoatKidOth	Coyotes	DamageThr	1	1 ea	0
	GoatKidOth	Fox Red	DamageThr	8	8 ea	0
	SheepLambs	Bobcats	DamageThr	1	1 ea	0
	SheepLambs	Coyotes	DamageThr	3	3 ea	0
	SheepLambs	Coyotes	Predation	1	2 ea	140
Sub-Total:						\$ 140
						=====
REPORTED GRAND TOTAL:						\$ 140

===== ADC VERIFIED DAMAGE SUMMARY =====

(By Species)

SPECIES	# OCCUR	TOT \$ VALUE
Bobcats	1	\$ 50



INTERNAL USE ONLY!

COUNTY SUMMARY  
OPERATIONAL

===== ADC VERIFIED DAMAGE SUMMARY =====  
(By Species)

SPECIES	# OCCUR	TOT \$ VALUE
Coyotes	2	\$ 210
EaglesGold	1	\$ 100
RavenCom	1	\$ 100
RavenOth	1	\$ 80

===== REPORTED DAMAGE SUMMARY =====  
(By Species)

SPECIES	# OCCUR	TOT \$ VALUE
Bobcats	9	0
Coyotes	5	140
Fox Red	8	0

===== CHEMICAL SUMMARY =====  
(Applied and/or Supervised by ADC)

METHOD	SPECIES	RESOURCE	QUANTITY USED	# ACRES TREATED	# DAMS TREATED	# SITES TREATED
1339EGGS.29	RavenOth	GoatKidOth	21 ea			3
	RavenOth	SheepLambs	73 ea			26
		Sub-Total:	94 ea			29

---

PARTICIPATION AGREEMENT  
for  
TEXAS ASSOCIATION OF COUNTIES  
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND

This Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund "Agreement" entered into by and between the Texas Association of Counties Unemployment Group Account Fund (hereinafter called "Fund" and Tom Green County (hereinafter called "Fund Member") (Fund and Fund Member may be referred to collectively herein as "Parties") shall be effective as of the date hereinafter shown.

RECITALS:

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") for the payment of reimbursements by political subdivision employers to the Texas Workforce Commission (hereinafter called "TWC") required under Sections 204.101-204.105, 205.001 and 205.021 of the Texas Labor Code, and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, it is agreed and understood among the Parties as follows:

ARTICLE I  
APPOINTMENT OF FUND

1.01. Appointment

Fund is hereby appointed Agent of the Fund Member for the purposes of the Agreement and is authorized to represent Fund Member before the TWC.

1.02. Length of Appointment

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

---

ARTICLE II  
ELECTION OF PARTICIPATION

2.01. Election

Fund Member hereby elects to become a member of and participate in the Fund.

2.02. Length of Election

Fund Member's election under paragraph 2.01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

2.03. Nature of Election

By its election under paragraph 2.01 of this Agreement, Fund Member elects to join and participate in the TAC Unemployment Compensation Group Account maintained by TWC under Account Number 99-991884-0 or any other account established by the Fund with TWC to further the purposes of this Agreement ("Group Account"). The Group Account is maintained for the purpose of receiving contributions required under *Section 205.001 of the Texas Labor Code* and paid by the Fund.

ARTICLE III  
POWER AND DUTIES OF FUND

3.01. Authority to Act as Agent

Fund Member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement. Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund. Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

3.02. Powers of Fund

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following:

- a. The power to collect and retain all monies required from Fund Member;
- b. The power to establish a Contribution Rate for Fund Member;

- 
- c. The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member;
  - d. The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member;
  - e. The power to require the appointment by Fund Member of an Unemployment Coordinator;
  - f. The power to delegate any power or duty conferred by this Agreement to an independent contractor, including the power to act as Fund Member's agent before the TWC;
  - g. The power to develop and establish unemployment cost control services;
  - h. The power to establish and manage the Group Account;
  - i. The power to maintain a separate account or accounts for Fund Member and to co-mingle the funds contributed by any member of the Fund;
  - j. To the extent permitted by Texas law, the power to review claims, determine their validity, and dispose of claims received by the Fund;
  - k. The power to appoint legal counsel to represent the Fund;
  - l. The power to open and maintain bank accounts in the name of the Fund; and
  - m. The power to perform any act whether or not expressly authorized herein, which the Fund deems necessary to accomplish the general objectives of the Fund.

### 3.03. Signature of Fund

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, political subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

### 3.04. Liability of Fund

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated.

### 3.05 Duty to Act

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

## ARTICLE IV FUND MEMBER ACCOUNT

### 4.01. Retention of Monies

Fund shall retain all monies paid to Fund by Fund Members until such time as Fund ceases to be liable to TWC for any charges incurred by Fund Member during the period Fund Member

participated in the Group Account. Should the monies retained by Fund on behalf of Fund Member be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. This paragraph 4.01 survives the termination of this Agreement. In the event of termination of this Agreement and subsequent to the determination that Fund is no longer liable to TWC for charges attributable to Fund Member, Fund shall remit to Fund Member any remaining balance in the Group Account contributed by the Fund Member.

#### 4.02. Maintenance of Separate Account

Fund shall maintain a separate account for Fund Member, within the Group Account. Fund may maintain more than one separate account within the Group Account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account. If more than one separate account is maintained by Fund for Fund Member, each separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TWC shall be binding on Fund Member.

### ARTICLE V CONTRIBUTION RATE/CONTRIBUTION

#### 5.01. Calculation of Contribution Rate

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided, however, in no event shall the contribution rate be less than 1/20 of one percent (.0005) of Fund Member's payroll, subject to the minimum contribution requirement stated in Section 5.02 herein. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TWC for six (6) consecutive calendar quarters, Fund Member's contribution rate shall be 8/10 of one percent (.008) of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the Fund Member's yearly gross payroll.

#### 5.02. Responsibility to Contribute

Fund Member shall contribute to Fund a payment calculated on Fund Member's gross payroll for the preceding calendar quarter for all non-elective employees (full-time, part-time and temporary). In calculating the contribution, the Fund Member's Contribution Rate shall be applied to the total gross payroll of all non-elective employees. However, a minimum contribution of \$25.00 per quarter shall be made by all Fund Members.

#### 5.03. Initial Contribution

A new Fund Member shall pay an initial contribution determined by either its actual gross payroll for all non-elective employees owed in the full quarter immediately prior to joining the Fund or by an estimated gross payroll for the next calendar quarter if Fund Member has had no previous payroll history. In no event shall the initial contribution be less than the minimum contribution of \$25.00 per quarter.

#### 5.04. Contribution Payments and Reports

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information in a manner acceptable to TWC and Fund.

#### 5.05. Due Date of Contributions and Reports

Quarterly Unemployment records and contributions shall be due and payable to the Fund no later than the 10<sup>th</sup> day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or contributions postmarked after the 10<sup>th</sup> day of a new quarter shall be subject to a late penalty. The penalty will be that portion of any assessed TWC fine attributable to Fund Member's late reporting.

### ARTICLE VI UNEMPLOYMENT COORDINATOR

#### 6.01. Appointment

Fund Member shall, by written instrument, appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

#### 6.02. Change of Unemployment Coordinator

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

6.03. Responsibility of Unemployment Coordinator

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor, if any, are not required to contact any other individual with respect to Fund Member's responsibilities under this Agreement except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

ARTICLE VII  
TERMINATION

7.01. Notice

This Agreement may be terminated by either party giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, Certified Return Receipt Requested.

7.02. Liability Subsequent to Termination

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability for any obligation or liability Fund may have to TWC as a result of Fund Member's inclusion in the Group Account.

ARTICLE VIII  
MISCELLANEOUS

8.01. Unemployment Cost Control Services

Fund Member shall be furnished with periodic statements of claim activity and the status of claims by Fund or its contractor.

8.02. Eligibility of Fund Member

Fund Member is required to be a member in good standing of TAC or must be located within a county that is a member in good standing of TAC.

---

8.03. Agreement to Comply with Bylaws

Fund Member agrees to comply with the Bylaws of Fund as adopted and as they may be amended by Fund's Board of Trustees.

8.04. Amendment

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument, signed by the Fund and Fund Member and attached to and made a part of this Agreement.

8.05. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas. Venue for any litigation concerning this Agreement shall be in the district courts of Travis County, Texas.

8.06. Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

8.07. Effect of Partial Invalidity

If any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

8.08. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.



8.09 Notices

Any notice required to be given, or payment required to be made, to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties  
Unemployment Compensation Group Account Fund  
c/o Texas Association of Counties  
P.O. Box 2131  
Austin, Texas 78768-2131

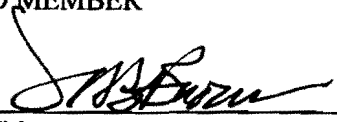
EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signature this 12 day of April, 2005.

TEXAS ASSOCIATION OF COUNTIES  
UNEMPLOYMENT COMPENSATION  
GROUP ACCOUNT FUND

BY:   
Executive Director, Texas Association of Counties

Tom Green County  
FUND MEMBER

BY:   
Title