

**Tom Green County Commissioners' Court**  
**May 10<sup>th</sup>, 2005**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session May 10<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 8:32 AM.
2. Commissioner Bookter 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 April 26<sup>th</sup>, 2005.
- B. Approved the Minutes of Accounts Allowable (Bills) from April 26<sup>th</sup>, 2005 through May 10<sup>th</sup>, 2005 in the amount of \$ 1,638,802.95.  
Purchase Orders from April 25<sup>th</sup>-29<sup>th</sup>, 2005 in the amount of \$14,896.91 and from May 2<sup>nd</sup> -6<sup>th</sup>, 2005 in the amount of \$ 109,499.87.

**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>
ASCOL, Michael	Road & Bridge 1/3	New Hire	4-25-05	13/1	753.91 S/M	
ODUM, Pandora	Library	Rehire	4-28-05	N/A	\$6.15/Hour	
SCOTT, Susan	Juvenile Probation	Salary Increase	5-02-05	N/A	\$958.33 S/M	\$108.33 S/M
BELTRAN, Jaime	Juvenile Probation	Salary Increase	5-02-05	N/A	\$958.33 S/M	\$108.33 S/M
SCHALLER, Kristi	Library	New Hire	4-28-05	N/A	\$5.75/Hour	
BROOKS, Curtis	Sheriff	New Hire	5-01-05	19/4	\$1091.68 S/M	
MATA, Vicente	RKR	New Hire	5-04-05	N/A	\$7.50/Hour	

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>
MOORE, Jean E.	CSCD	Salary Increase	3-16-05	N/A	\$1431.96 S/M	
GOLDRING, Lara	CSCD	Salary Increase	5-01-05	N/A	\$1116.63 S/M	
GONZALES, Gloria	Jail	Resignation	4-25-05	16/1	\$874.22 S/M	
WATSON, Andrea	CSCD	Salary Increase	4-16-05	N/A	\$1116.63 S/M	
LANKFORD, Ida	Jail	Resignation	5-03-05	N/A	\$1082.91 S/M	
WYNN, Katrena D.	Juvenile	Resignation	5-11-05	N/A	\$865.62 S/M	

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

- D. Accepted the Extension Service Monthly Schedules of Travel for April 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 April 2005, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Reports on file with the County Clerk.)

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

5. Judge Brown moved to adopt the Resolution recognizing May 2005 as Mental Health Month in Tom Green County. Commissioner Floyd seconded the motion and all voted in favor. (Recorded with these Minutes.)
6. Commissioner Floyd moved to approve the application to apply for the Texas Traffic Safety Program Grant which will have Texas Department of Transportation to in the amount of \$4,920.00 known as "Click it / Ticker it" Program to allow extra patrol deputies for enforcement of seat belt violations on specific roads from May 23rd through June 5<sup>th</sup>, 2005. Judge Brown seconded it and all voted in favor. (Recorded with these Minutes.)
7. Commissioner Hoelscher moved to approve the replat of Tract 10, Orient Ranch Estate in Precinct #1 as presented. Commissioner Floyd seconded the motion and all voted in favor.

8. **Commissioner Easingwood moved to approve the Replat of Tracts 25 & 26 of the Oaks North, Section 2, in Precinct #4 to be known as 25A & 26A as presented. Commissioner Floyd seconded the motion and all voted in favor.**
9. **Judge Brown moved to authorize the use of the fine proceeds to subsidize or provide matching funds for the Texas Cooperative Extension Service Project or a Grant Application from the City of San Angelo for the purpose conducting a Household Hazardous Waste Recycling Day for Tom Green County. Commissioner Easingwood seconded the motion and all voted in favor.**
10. **Tabled until May 24<sup>th</sup>, 2005 to discuss consideration of an Independent Architect requirement for the Proposed Faith Based Prison.**
11. **Judge Brown moved to set a Public Hearing regarding application for a first time water and sewer project for Tom Green County through Colonias Grant funding for June 6<sup>th</sup>, 2005 at 5:00 pm in the Commissioners Court Room. Commissioner Hoelscher seconded the motion and all voted in favor.**
18. **Commissioner Floyd moved to approve grant funds not to exceed \$3,080.00 to assist the Grape Creek ISD in purchasing flashing lights from the 502 funds (Child safety funding through sale of license plates). Judge Brown seconded the motion and all voted in favor. . (Recorded with these minutes.)**
12. **Judge Brown moved to approve the extension of current contract with Concho Business Solutions RFB 02-010 “ Office Supplies” from May 13, 2005 through May 14, 2006. Commissioner Floyd seconded the motion and all voted in favor. . (Recorded with these minutes.)**
13. **Judge Brown moved to approve the authorization to apply to the Wolslager Foundation for a grant in the amount of \$163,395.00 to assist in the funding of the expansion of the Library into the basement of the Edd B. Keyes Building. Commissioner Easingwood seconded the motion and all voted in favor.**
14. **Terry Reeves, Director of the Roy K. Robb Facility, reported the current population at the facility is 12. Two are anticipated to graduate in June. Three or four are projected to arrive from Tom Green County, one from Ector. The summer program is to begin in June. Long-term placements are on hold until the decision of the facility is decided.**
15. **Judge Brown moved to adopt the Resolution regarding the support of the conversion of the Roy K. Robb Facility from a Juvenile to an Adult Community Correction Facility conditional upon the funding from the Texas Department of Criminal Justice, Community Justice Assistance Division. Commissioner Bookter seconded the motion and all voted in favor. (Recorded with these minutes.)**

There will be a **Public Hearing** for the Community’s input regarding the changes for the facility on **June 2, 2005 at 6:30 PM.**

16. **Jamie Rainey, City Councilperson and Community volunteer, reported on the various efforts of the different committees who will be seeking funding through private sources, foundations and other grants etc. Meetings are progressing with the architect. Dates for the considerations of a joint City Council and Commissioners Court Meeting were discussed to meet with the architects and other committees regarding the renovation of the Hemphill Wells Building. June 7<sup>th</sup>, 2005 is initially set as the date for the joint meetings. No Action taken.**
17. **Judge Brown moved to authorization the extension of current maintenance service agreement between Tom Green County and Appriss and authorize a budget amendment in the amount of \$4,313.00 for the benefit of the VINE (Victim’s Information Notice Everyday) Program and authorize the County Judge to sign it. Commissioner Easingwood seconded the motion and all voted in favor. (Recorded with these minutes.)**
19. **Commissioner Easingwood moved to authorize the closing of 300 feet of South McKee Street and 100 feet of First Street for “Toe Nail Trail Days” June 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup>, 2005. Commissioner Floyd seconded the motion and all voted in favor.**
20. **No action** was taken regarding using funds budgeted for Parks/Sign Building.
21. **Commissioner Hoelscher moved to close the Mullins Crossing Park in Precinct #1 May 16<sup>th</sup> through May 20th, 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.**
- 22. Commissioner Easingwood moved to approve one tank of gas per week and sack lunches while working on County projects with funding taken from the Parks Special Project Funds. Commissioner Bookter seconded the motion and all voted in favor.**
- 23. No action was taken** regarding the report identifying County Maintained Roads as a matter of record, pending further reviews.
- 24.** There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
- 25.** There were no line item transfers.
- 26. Future Agenda Items Discussed:**
1. Consider manufactured Home installations.
  2. Consider HB 636
- 27. Announcements:**
1. The next regular Commissioners' Court meeting will be Tuesday, May 24<sup>th</sup>, 2005.
  2. May 19<sup>th</sup>, 2005 will be the Country Clean-up at Wall Co-op Gin.
  3. Budget Sessions will begin June 8<sup>th</sup>, 2005.
  4. Public meeting to discuss possible site for Prison facility at the State School—2:00 PM today.

**23. Judge Brown adjourned the meeting at 10:20 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 May 10<sup>th</sup>, 2005.**

**I hereby set my hand and seal to this record May 24<sup>th</sup>, 2005.**

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Marie Robertson, Deputy County Clerk on behalf of  
Elizabeth McGill, County Clerk and  
Ex-officio Clerk of the Commissioners' Court

4B  
**Treasurers' Report on Bills during the Period of**

April 26, 2005 TO May 10, 2005

Hand delivered Date: 05/06/05 Time: 3:00 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

\$1,177,539.70 All Bank Accounts- Refer to Last Page

\$471,958.40 Payroll-Employee Paychecks 29-Apr-05

Payroll-Employee or Election Paychecks

\$2,026.00 Jury Checks 4/29/2005

-\$12,721.15 Voids-Month of 04/01-30/05

Miscellaneous

\$1,638,802.95 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Harmon Sustaita, Deputy Treasurer

Approved in Commissioner's Court on \_\_\_\_\_

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

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

<b>NAME:</b> Steve Sturtz	<b>TITLE:</b> CEA AG /NR
<b>COUNTY:</b> Tom Green	<b>MONTH:</b> April

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
4/1-4/3	4-H project selection/ Producer Sale management sheep and goats (Christoval, San Angelo)	226		
4/4- 4/9	Bobwhite Brigade Steering Committee Meeting - Abilene. 4-H Livestock Judging practice and contest (Stephenville, Brownwood). 4-H Project Management Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1189		
4/11-4/16	Livestock Judging practice and contest (Lubbock, Levelland), Natural Resource Field Day planning, Natural Reasource Leadership Course Kerr Wildlife Management Area (Junction). Marketing Club Coordination and contacts. 4-H Project Management Cattle, Goats & Sheep (Wall, Christoval, Water Valley, Grape Creek).	1378		
4/18-4/22	State Spirit Committee Meeting- Dallas. Natural Resource Field Day Planning Meeting. 4-H Project Management/ Selection Goats & Sheep (Garden City, Lamesa, Big Spring, Wall, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	976		
4/25-4/29	State Master Volunteer Livestock Committee Meeting - Brownwood. TQI Quail Index Training- Tennyson. Natural Resource Field Day- District Office. 4-H Project Management Cattle, Goats & Sheep (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1209		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>4978</b>	<b>0</b>	<b>0</b>

Other expenses (list):

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

DATE: April		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
142	40	112	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		38	2	336

<b>MAJOR PLANS FOR NEXT MONTH:</b>	
<b>DATE</b>	<b>ACTIVITY</b>
5/3	D7 Livestock Judging (Mason)
5/3	Southern Rolling Plains Cotton Growers Meeting (Miles)
5/5	Livestock Association Meeting
5/5	Shamrock Shuffle Planning Meeting
5/7	District 7 Round-up (ASU)
5/9-5/10	Water Programming Training (District Office)
5/14	Lamb and Goat Sales (San Angelo, Brownwood, Stephneville)
5/16	Financial Resource Management Training (District Office)
5/18	State Quality Counts Committee Teleconference
5/19-5/20	Kids Kows & More- San Angelo Fairgrounds
5/19	Texas Country Cleanup - Wall
5/24-5/26	TCAAA District Meeting- Lake Buchanan

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

**MONTH: April 2005**

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D-843

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS' COURT REPORT

Name:	Brandon Asbill	Title:	CEA 4-H & YD
County:	Tom Green	Month:	

4/1	4-H Building Construction	10		
4/2	Brownwood- Dist consumer decision making contest	208	\$23	
4/3	4-H Building Construction	20		
4/4	4-H Building Construction	20		
4/4	SA Fairgrounds- 4-H Council and Adult leaders mtg	14		
4/5	San Angelo Claybird Assoc.- Shooting Sports mtg	22		
4/6	Benefit picnic planning mtg	11		
4/7	Miles- Farm Safety Day Camp mtg	46		
4/8	4-H Building Construction	20		
4/10	Water Valley 4-H mtg	53		
4/11	4-H Building Construction	20		
4/11	Dist office-photography entries	18		
4/12	4-H Building Construction	20		
4/13	4-H Building Construction, Palmer Feed	14		
4/14	4-H Building Construction, District Office	28		
4/18	Dist Office, Fairgrounds, 4-H bldg, Lion's club mtg	39		
4/21	4-H Building Construction, College Hills Vet Clinic, All Caring Vet Clinic, Los Caballos vet clinic, TX vet Labs	22		
4/22	4-H Building Construction, Palmer Feed, Dist Office	35		
4/24	College Hills Park, Children's Fair	14		
4/25	MIR Center-plant mounts, Palmer Feed, 4-H Bldg	49		
4/26	Vet workshop supplies- t-shirt order, Angelo Pellet	31	\$7	
4/27	4-H Building Construction, Project visit	27		
4/28	4-H Building Construction, MIR Center- range eval practice	32		
4/29	4-H Building Construction	11		
4/30	Eldorado- District 7 Range Eval and Wool and Mohair Contest	107		
GRAND TOTAL OF MILEAGE, MEALS AND LODGING		891	30.00	0.00

Other Expenses (list) Personal Cell phone use 45 Min @ \$.40/min= \$18.00

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

County Extension Agent

Date:

April 2005

Name:

## Brandon Asbill

### Current Months Contacts

300	70	450	1	1
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## Major Plans for Next Month

[illegible]

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D-843

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Name:	Kathy Aycock	Title:	County Extension Agent - FCS
County:	Tom Green	Month:	April, 2005

4/1	Prepared and distributed Tom Green County monthly narrative reports and D-360 for District and State offices	16		
4/2	Accompanied Junior team to District 7 Consumer Decision Making Contest and served as Intermediate Reasons Judge, Brownwood (37-3HY,9M)	246	\$6.90	
4/4	Met as a member of the Tom Green County 4-H Council and Adult Leaders Association (27-3H,11M)	8		
4/5	Accompanied Tom Green County Extension Education Club members to District 7 TEEA meeting, Eden Multi Purpose Center (112-5H,2B,2M)	91	\$10.00	
4/6	Participated in Tom Green County Extension Education Council meeting (10)	9		
4/7	Met as a member of the Farm Safety Day Camp Planning Committee, Miles State Bank (12-4M)	69		
4/8	Made arrangements to take Graduate Records Examination Tests for Graduate School entrance to ASU, Abilene	169	\$8.10	
4/10	Presented Method Demonstration and Illustrated Talk program to Wall 4-H Club(33-16M,25Y)	31		
4/12	Participated in Veribest and Wall EE Club meetings, (24-1M)	61		
4/12&13	Presented "How to Get Kids to Eat More Fruits and Vegetables" program to Even Start parent groups, Travis and Bradford (18-13H,1M)	18		
4/18	Assisted with first lesson of "Cooking Well With Diabetes" lunch and learn series (11-7H,1M)	16	\$4.55	
4/19-21	Served on State Training Team for Cooking Well With Diabetes Cooking School, College Station (27)	Travel Pd. By State	Meals Pd. By State	Lodging Pd. By State
4/22	Prepared BLT P.O. forms, Travel requests and quarterly reports for District and State offices	8		
4/24	Assisted where needed at Healthy Families annual Kid's Fair in 4-H's Petting Zoo and Hair Flair Booth (714-411H,327M)	14		
4/25	Presented second program in lunch and learn series on "Cooking Well With Diabetes" (16-7H,3M)	13	\$3.90	
4/26	Served on District 7 4-H Roundup Planning Committee to make room, agent and judges assignments (4-1M)	16	\$14.54	
4/26	Assisted where needed at second meeting of the San Angelo's "Get Healthy Challenge" (172-77H,79M)	9		
4/28	Met as a member of the Regional BLT training planning committee (5)	16		
4/28	Participated in District 7 4-H Fashion Show Planning Committee meeting; set due dates, made agent assignments and updated records (6)	8	\$6.80	
4/28	Attended Statewide Walk-Across-Texas and Do Well, Be Well With Diabetes training via TTVN, TAMU Center (5)	6		
4/30	Prepared and distributed monthly narrative reports and D-360 for District and State offices	11		

GRAND TOTAL OF MILEAGE, MEALS AND LODGING		835	54.79	0.00

Other Expenses (list) \_\_\_\_\_

\_\_\_\_\_

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

County Extension Agent Kathy Augack



## ***2005 Mental Health Month Resolution***

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

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

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

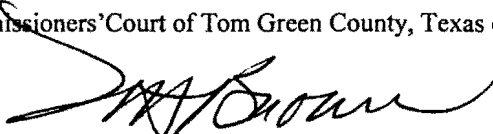
**WHEREAS,** most mental illnesses can be treated, symptoms can be alleviated, dysfunctional behaviors and thinking patterns that once crippled can now be corrected, and most persons with mental illness with support can live productive and fulfilling lives; and

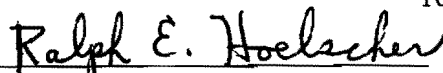
**WHEREAS,** a certain percentage of persons with mental illness will experience ongoing symptoms of mental illness which will keep them from safely living independently in the community; and intensive services in the state hospitals will continue to be needed and be improved; and

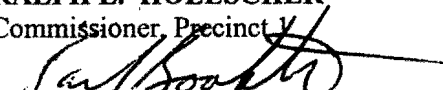
**WHEREAS,** today's research is opening new insights into the causes, treatment, and possible prevention of mental illness and bringing new hope to the lives of persons with mental illness; now, therefore, be it

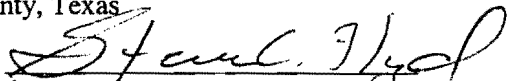
**RESOLVED,** that the Tom Green County Commissioners' Court is pleased to recognize "**Mental Health Month**" as a means of promoting an understanding of mental illness that will lessen stigma, reduce fear, and result in more persons with mental illness having the opportunity to live in the most appropriate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

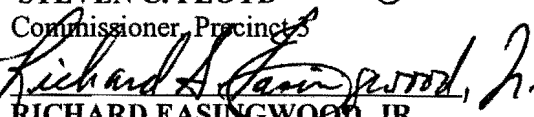
**PASSED AND APPROVED** by the Commissioners' Court of Tom Green County, Texas on this 10<sup>th</sup> day of May, 2005.

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

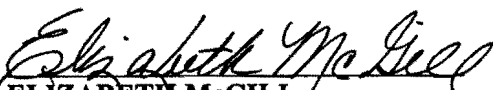
  
**RALPH E. HOELSCHER**  
Commissioner, Precinct 1

  
**KARL BOOKTER**  
Commissioner, Precinct 2

  
**STEVEN C. FLOYD**  
Commissioner, Precinct 3

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

*ATTEST:*

  
**ELIZABETH MCGILL**  
Tom Green County Clerk





— For TxDOT Use Only —	
<input checked="" type="checkbox"/> Federal Pass Through	Misc. Contract Number: <u>585XXF5020</u>
Grant Funds CFDA #20.600	Charge Number: <u>050404B1CU</u>
<input type="checkbox"/> State Grant Funds	Project Year: <u>N/A</u>

PIN (14 characters only): 17560011847030

### TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

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

- |  |  |
|--|--|
| <input type="checkbox"/> State Agency                        | <input type="checkbox"/> Non-Profit Organization |
| <input checked="" type="checkbox"/> Unit of Local Government | <input type="checkbox"/> Educational Institution |
| <input type="checkbox"/> Other (describe): _____             |  |

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

**Project Title:** STEP - CIOT (Memorial Day Holiday)

**Brief Project Description:** To conduct a two week occupant protection enforcement effort during the Memorial Day Holiday period in order to increase restraint usage and reduce traffic crash injuries and fatalities.

**Grant Period:** The Grant becomes effective on May 1, 2005, or on the date of final signature of both parties, whichever is later, and ends on September 30, 2005 unless terminated or otherwise modified.

**Maximum Amount Eligible for Reimbursement:** \$4,920.

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

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



Project Title: STEP – CIOT (Memorial Day Holiday)

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

THE SUBGRANTEE

TOM GREEN COUNTY  
[Legal Name of Agency]

By [Signature]  
[Authorized Signature]

MICHAEL D "MIKE" BROWN  
[Name]

TOM GREEN COUNTY JUDGE  
[Title]

Date: 5/10/05

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

THE STATE OF TEXAS

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

By [Signature]  
District Engineer  
Texas Department of Transportation  
(For local project grants under \$100,000 or for grants of \$100,000 or more that are recommended for approval.)

Date: 5/11/05

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

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

**Attachment A**

Project Title: STEP – CIOT (Memorial Day Holiday)

**Mailing Addresses**

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

**For Subgrantee (Project Director):**

Name: R.Ron Sanders

Title: Detective 1<sup>st</sup> Sergeant

Organization: Tom Green County Sheriff's Office

Address: 222 West Harris

San Angelo, Texas 76903

Phone: 325-655-8111

Fax: 325-655-5393

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

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

**For Texas Department of Transportation:**

Name: Waylan L. Ensor

Title: Traffic Safety Specialist

Organization: Texas Department of Transportation

Address: 4502 Knickerbocker Rd.

San Angelo, TX 76904

Phone: (325) 947-9271

Fax: (325) 947-9292

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

## Attachment B

**Project Title: STEP – CIOT (Memorial Day Holiday)**

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

#### **ARTICLE 1. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 2. STANDARD ASSURANCES**

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

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

## Attachment B

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

### ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments made hereunder will be made in accordance with Attachment E, Traffic Safety Project Budget. The Subgrantee’s expenditures may overrun a budget category in the approved Project

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Budget without a grant (budget) amendment, as long as the overrun does not exceed five (5) percent of the maximum amount eligible for reimbursement in the budget for the covered fiscal year and there is also a commensurate underrun elsewhere in the Project Budget. The Subgrantee must provide written notification to the Department of an overrun of five (5) percent or less in order for there to be approval of the Request for Reimbursement. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent change, and the specific reason(s) for the overrun. Any overrun of more than five (5) percent of the amount eligible for reimbursement in the budget for the covered fiscal year requires an amendment of this Grant Agreement. The maximum amount eligible for reimbursement shall not be increased above the total Department (TxDOT) amount in the approved Project Budget as a result of exceeding a budget category without a written grant amendment.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal funds cannot supplant (replace) funds from any other sources. The term “supplanting,” refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
  - A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and which have demonstrated performance that is acceptable to the Department.

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### **ARTICLE 4. LIMITATION OF LIABILITY**

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

### **ARTICLE 5. AMENDMENTS**

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

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

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

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

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

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

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

### **ARTICLE 7. REPORTING AND MONITORING**

Not later than ten (10) days after the end of each reporting period, as designated in Attachment D, Action Plan, the Subgrantee shall submit a performance report using forms provided or approved by the Department. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

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

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

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

### **ARTICLE 8. RECORDS**

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

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

### **ARTICLE 9. INDEMNIFICATION**

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

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

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

### **ARTICLE 10. DISPUTES AND REMEDIES**

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

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

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

### **ARTICLE 11. TERMINATION**

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

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

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

### **ARTICLE 12. INSPECTION OF WORK**

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

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

### **ARTICLE 13. AUDIT**

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

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

### **ARTICLE 14. SUBCONTRACTS**

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



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### **ARTICLE 15. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

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

### **ARTICLE 16. NONCOLLUSION**

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

### **ARTICLE 17. CONFLICT OF INTEREST**

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

### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

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

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

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

### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

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

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

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

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

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

### ARTICLE 21. SUCCESSORS AND ASSIGNS

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

### ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

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

### ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

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

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

These requirements shall be included in any subcontract.

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

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### **ARTICLE 24. DEBARMENT/SUSPENSION**

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

### **ARTICLE 25. LOBBYING CERTIFICATION**

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

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

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

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

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

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

Project Title: STEP - CIOT  
Name of Subgrantee: Tom Green County

Traffic Safety Project Description

I. OBJECTIVES & PERFORMANCE MEASURES

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

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

Objectives/Performance Measures	Number
A. Number and type citations to be <u>issued under STEP</u>	
1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) campaign.	200
2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT campaign.	30
B. Number of STEP – CIOT enforcement hours worked	230
C. Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT campaign, between pre & post survey results, by at least the following percentage points	2
D. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the following number of Performance Reports, including the Final Performance Report and Administrative Evaluation Report.	1
2. Submit the following number of Requests for Reimbursement	1
E. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of one (1) presentation for the Memorial Day Holiday CIOT campaign.	1
2. Conduct a minimum of two (2) media exposures for the Memorial Day Holiday CIOT campaign (e.g., news conferences, news releases and interviews).	2
3. Conduct a minimum of one (1) community event.	1
4. Obtain and distribute the following number of public information and education materials.	1000

NOTE:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee’s obligations hereunder.

---

**Attachment C**

*Subgrantee: Tom Green County*

**II. RESPONSIBILITIES OF THE SUBGRANTEE:**

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objective Performance Measures shall be included in each Performance Report and summarized in the Final Performance Report and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B. This includes reporting to the Department on progress, achievements, and problems in periodic performance reports. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- D. A Final Performance Report and Administrative Evaluation Report summarizing all activities and accomplishments will be submitted on Department approved forms no later than thirty (30) days after the grant ending date (Due date: October 30, 2005).
- E. Attend meetings according to the following:
  - 1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
  - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- F. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.
- G. No out of state travel is allowed under this grant agreement.**
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- K. Carry out the objectives of this grant by implementing the Operational Plan.
- L. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.
- M. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.
- N. Support grants enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

*Attachment C*

*Subgrantee: Tom Green County*

- P. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- Q. The Subgrantee must enter all Performance and Annex Report data into the Buckle Up Texas Website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) before submitting hard copy reports to the Department. Printed versions of the Website reports are acceptable versions for hard copy submissions.
- R. **The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found in the Buckle Up Texas Website ([www.buckleuptexas.com](http://www.buckleuptexas.com)).** The pre and post-observational surveys for the cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will be conducted by the Texas Transportation Institute (TTI).
- S. Submit Performance and Annex Reports to the Department by June 15, 2005.

**III. RESPONSIBILITIES OF THE DEPARTMENT:**

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



# CIOT ACTION PLAN FY 05

Attachment D

PROJECT TITLE: STEP - CIOT

SUBGRANTEE: Tom Green County

OBJECTIVE: To complete administrative and general grant requirements by 9/30/05, as defined below:

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

ACTIVITY	RESPONSIBLE	PROJECT MONTH														OC	NO
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE				
1. Submit letter regarding signature authority.	Subgrantee								p								
2. Submit operational cost per vehicle mile (If applicable).	Subgrantee								p								
3. Hold Grant delivery meeting.	Department								p								
4. Submit Performance Reports	Subgrantee									p							
5. Submit Requests for Reimbursement.	Subgrantee										p						
6. Submit Final Performance Report and Administrative Evaluation Report	Subgrantee																
7. Conduct Monitoring	Department									p							
8. Conduct Enforcement Efforts	Subgrantee								p	p							

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# CIOT ACTION PLAN FY 05

Attachment D

**PROJECT TITLE:** STEP - CIOT

**SUBGRANTEE:** Tom Green County

**OBJECTIVE:** To support grant efforts with a public information and education (PI&E) program by 9/30/05, as defined below:

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

Modify these activities as appropriate:		PROJECT MONTH															
ACTIVITY	RESPONSIBLE	OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Determine quantities of materials needed.	Subgrantee								p								
2. Obtain PI&E materials from the Department	Subgrantee								p								
3. Maintain records of all PI & E material received/distributed.	Subgrantee								p	p							
4. Conduct or participate in news conference(s)	Subgrantee								p								
5. Issue news release(s).	Subgrantee								p	p							
6. Conduct presentations.	Subgrantee								p								
7. Participate in community events (e.g., health or safety fairs, booths).	Subgrantee								p								



Form 2077-LE (rev. 8/12/2004)  
Page 1 of 2

**Click It or Ticket!**  
**Traffic Safety Project Budget**  
(for Law Enforcement Projects)

Attachment E

Project Title: STEP – CIOT (Memorial Day Holiday)

Name of Subgrantee: Tom Green County

Fiscal Year: 2005

☐ Check here if this is a revised budget.

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

(Round figures to nearest dollar)

**Budget Category I – Labor Costs**

**(100) Salaries**

☒ Overtime or ☐ Regular Time

Salary rates are estimated for budget purposes only.

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

List details:

**A. Enforcement (overtime)**

1. Officers/Deputies: 200.00 hrs. @ \$18.00 per hr.

2. Sergeants: 30.00 hrs. @ \$20.00 per hr.

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

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

See Grant Instructions.

20.00 hrs. @ \$20.00 per hr.

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

See Grant Instructions.

Specify: surveys, performance reporting, RFR, scheduling

16.00 hrs. @ \$20.00 per hr.

**Total Salaries** .....

**(200) Fringe Benefits\***

Specify fringe rates:

A. Overtime: 15.17%

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

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

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

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

<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
3,600		3,600
600		600
		0
400		400
320		320
4,920	0	4,920
	746	746
		0
		0
0	746	746
4,920	746	5,666

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

**Attachment E**

**Fiscal Year:** 2005

(Round figures to nearest dollar)

☐ Check here if this is a revised budget.

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

**Budget Category II – Other Direct Costs**

**(300) Travel\***

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

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

B. Subgrantee Enforcement Vehicle Mileage:

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

2,000.00 miles @ \$0.4200 per mile .....

**Total Travel** .....

**(400) Equipment\*** .....

**(500) Supplies\*** .....

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

**(700) Other Miscellaneous\***

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

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

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

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

C. Other .....

**Total Other Miscellaneous** .....

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

**Budget Category III – Indirect Costs**

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

**Summary:**

**Total Labor Costs** .....

**Total Other Direct Costs** .....

**Total Indirect Costs** .....

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

**Fund Sources (Percent Share)** .....

<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
		<b>0</b>
<b>0</b>	<b>840</b>	<b>840</b>
		<b>0</b>
		<b>0</b>
		<b>0</b>
		<b>0</b>
		<b>0</b>
<b>0</b>	<b>0</b>	<b>0</b>
<b>0</b>	<b>840</b>	<b>840</b>
<b>4,920</b>	<b>746</b>	<b>5,666</b>
<b>0</b>	<b>840</b>	<b>840</b>
<b>0</b>	<b>0</b>	<b>0</b>
<b>4,920</b>	<b>1,586</b>	<b>6,506</b>
<b>75.62%</b>	<b>24.38%</b>	

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

## Attachment F

**TRAFFIC SAFETY OPERATIONAL PLAN**

FY05 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	Enforcement Period
1. Occupant Protection Jurisdiction wide (Daylight hours)	Memorial Day Holiday May 23 – June 5, 2005

FY 05 Memorial Day Holiday CIOT STEP Schedule				
	Pre-Media Campaign		Post-surveys	
	May 18 - May 22		June 6 - June 10	

**Description of Activities*****Pre-Surveys*** (From date of grant execution through May 17<sup>th</sup>)

Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at [buckleuptexas.com](http://buckleuptexas.com) under the "Survey Worksheet and Tools" field.

***Pre-Media Campaign*** (5/18 – 5/22)

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT.

CIOT 03/30/05  
Operational Plan

***Enforcement Blitz*** (5/23 – 6/5)

Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

***Post-surveys*** (6/6 – 6/10)

Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at [buckleuptexas.com](http://buckleuptexas.com) under the "Survey Worksheet and Tools" field.

***Post-media Campaign*** (6/11 – 6/15)

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

**Note:** The Post-media Campaign may begin immediately after the post observational surveys are conducted.

#12

# Tom Green County



Johnny Grimaldo  
Purchasing Agent

113 W. Beauregard  
San Angelo, Texas 76903  
325-659-6500/Fax 325-659-5441

Mary Adams  
Purchasing Assistant

April 29, 2005

Concho Business Solutions  
Attn: Dan Scott  
PO Box 5336  
San Angelo, Texas 76902

Dear Mr. Scott,

Tom Green County is interested in renewing the bid for RFB 02-010 "Office Supplies." The current contract expired May 14, 2005. If your firm is in agreement to renew this contract please sign below and return to the Purchasing Dept. by May 6, 2005. This action will be presented to the Commissioners' Court for the County Judge's signature. If renewal is implemented, the new term for this agreement will be May 14, 2005 through May 13, 2006.

Sincerely,

Johnny Grimaldo  
Purchasing Agent

I agree to the renewal of this contract. ☒  
  
Concho Business Rep. Signature

I do not wish to renew this contract. \_\_\_\_\_  
\_\_\_\_\_  
Date

Tom Green County agrees to renew this contract. \_\_\_\_\_  
  
Michael D. Brown, County Judge

Date

#19

# Grape Creek

Independent School District



8189 N. US Highway 87  
San Angelo, Texas 76901  
915-658-7823  
(Fax) 915-658-8719

Web site: [www.grapecreek.org](http://www.grapecreek.org)

From: Superintendent of Schools (Frank Walter)

May 6, 2005

To: Commissioners Court of Tom Green County

Ref: Fund #114 Child Safety Fee-Trans. Code 502.173

Grape Creek ISD is requesting funds for the construction of two flashing lights for the school zone in front of Grape Creek High School, 8834 Grape Creek Rd., Tom Green County Precinct 3. This is an established school zone which includes a pedestrian crosswalk, however, there are only speed limit signs posted at the present time. The district feels installing flashing lights at Grape Creek High School will provide a more visible identification of the school zone and pedestrian crosswalk making it much safer for our students. It will also make all the school zones on Grape Creek Rd. consistent since flashing lights already exist at the Elementary/Middle School campus along Grape Creek Rd. and Wren Rd.

The estimated cost of the lights is \$3080.00 based on the attached quote. The district is also asking for assistance from the County maintenance department to assist with the proper installation of these lights to include proper placement and installation of the poles for the lights. Grape Creek ISD will be responsible for providing electricity, maintenance and upkeep for the lights after they have been installed.

It is our understanding Fund #114 Child Safety Fee-Trans has been established for just this purpose.

My contact for this issue is Rick Bacon. He can be reached at Grape Creek High School at 653-1852 ext. 111.

Thank you for your consideration of this request.

Frank Walter  
Superintendent of Schools  
Grape Creek ISD

2 attachments: 1 Cost estimate  
2 Sign Example



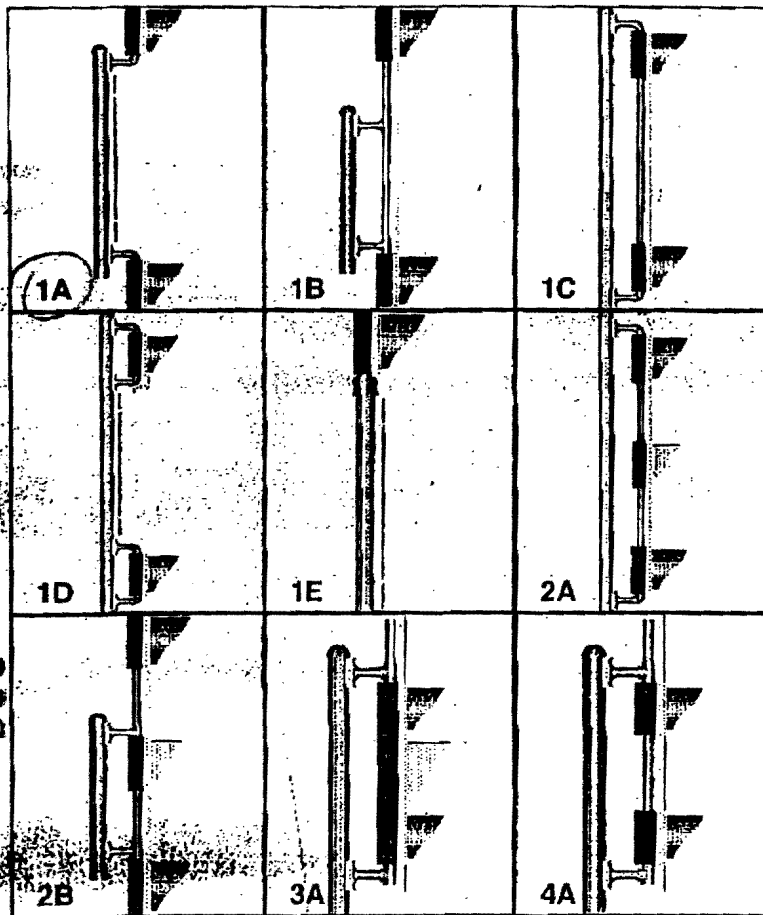
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Cost Estimate for Installation of Flashing Lights at Grape Creek High School

The following is an estimate for the install purchase and installation of two school zone flashing lights at Grape Creek High School with Grape Creek ISD maintenance and Tom Green Count maintenance supplying labor.

Complete light assembly	\$2080
Two electric meter loops	\$ 800
Additional supplies	\$ 200
Total:	\$3080

# Configurations: Vertical Warning Flashers

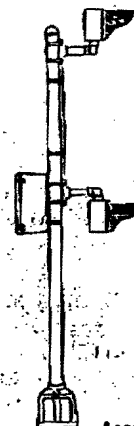


1-800-345-6329

70

© Traffic Parts, Inc.

# Vertical Warning Flashers



School Zones

Intersections

Fire Stations

Truck Entrances

Emergency Entrances / Exits



Assemblies available with or without signs.

Assemblies feature:

- All aluminum hardware (painting optional)
- 8" or 12" (Polycarbonate or aluminum) yellow beacons
- Optional illuminated speed limit face
- Standard or custom sign legends available
- Illuminated numerals are 8" tall, red

Assemblies do not include (order separately):

- Flasher cabinet
- Anchor Bolt Template
- Banding material
- Lamps
- Reinforcing Pole Collars
- Power installed base foundations



1-800-345-6329



69



© Traffic Parts, Inc.

Atch 2

# 15

## RESOLUTION OF THE TOM GREEN COUNTY COMMISSIONERS' COURT

WHEREAS, the construction of the Roy K. Robb Post-Adjudication Center was financed through a State of Texas Bond Issuance;

WHEREAS, the facility was designated as a juvenile post-adjudication facility;

WHEREAS, the facility has been and continues to be significantly under-utilized;

WHEREAS, Concho Valley Community Supervision and Corrections Department (CSCD) has expressed as interest in converting the facility to an adult facility and operating the facility for the purpose of a Community Correction Facility with funding by the Texas Department of Criminal Justice (TDCJ), Community Justice Assistance Division.

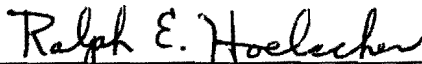
BE IT KNOWN THAT, the Commissioners' Court of Tom Green County agrees that conditional upon the funding of the CSCD Community Correction Facility, Tom Green County will approve the conversion of the facility from a juvenile facility to an adult facility; and

BE IT ALSO KNOW THAT, the Commissioners' Court of Tom Green County agrees that conditional upon the funding from TDCJ of the program, funds held by the County in reserve for the maintenance of the building structure and its appurtenances, shall continue to be available for the same purpose during the term of the initial program funded and if not utilized in full, shall be available for the succeeding program term.

PASSED AND APPROVED BY TOM GREEN COUNTY COMMISSIONERS' COURT IN TOM GREEN COUNTY, TEXAS, ON THIS THE 10<sup>TH</sup> DAY OF MAY, 2005.



Michael D. Brown, County Judge



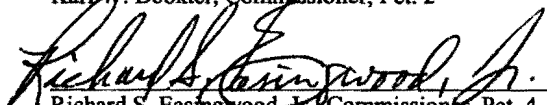
Ralph E. Hoelscher, Commissioner, Pct. 1



Karl W. Bookter, Commissioner, Pct. 2



Steve C. Floyd, Commissioner, Pct 3

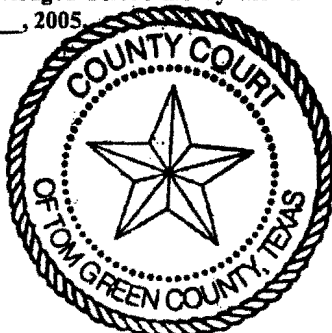


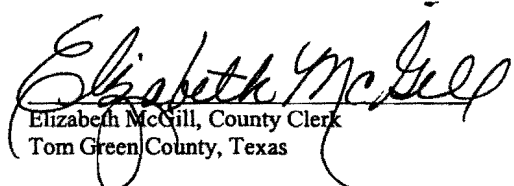
Richard S. Easingwood, Jr., Commissioner, Pct. 4

ATTEST:

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; Ralph E. Hoelscher, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Steve C. Floyd, Commissioners, Pct 3; and Richard S. Easingwood, Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated.

Subscribed and acknowledged before me by the said County Officials, on this the 10<sup>th</sup> day of May, 2005



  
Elizabeth McGill, County Clerk  
Tom Green County, Texas

## Service Agreement Renewal Notice

DATE: April 19, 2005  
CUSTOMER NAME: State of Texas  
Office of the Attorney General  
LOCATION: 124 W. Beauregard  
San Angelo, TX 76903  
CONTRACT NUMBER: 04-05687  
PROJECT TYPE: Tom Green County VINE Service  
ORIGINAL SERVICE AGREEMENT DATE: June 30, 2004  
SERVICE AGREEMENT RENEWAL DATE: June 30, 2005  
SERVICE AGREEMENT RENEWAL TERM: 2 Months  
NEXT SERVICE AGREEMENT RENEWAL DATE:  
PROJECT PRICING: \$4,313



10401 Linn Station Road  
Louisville, KY 40223-3842  
502-561-8463 800-816-0491  
www.appriss.com

### AUTHORIZATION:

APPRISS, INC., BY:

 APR 19 2005  
Signature Date

Thomas R. Seigle  
Vice-President of Government Sales

CUSTOMER BY:

  
Signature Date

 MIKE BROWN  
Title Name

**Exhibit R-01 Maintenance Renewal  
Automated Victim Notification Services  
Tom Green County**

**Category<sup>1</sup>: Pilot - Large**

Subject to the terms and conditions included in the Agreement, this **Exhibit R-01 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

**Maintenance Amount.** Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2005.

Standard Amount <sup>2</sup>	Discount Rate <sup>3</sup>	Discount Amount	Total Annual	# Months to 8/31/05	Total Renewal:
\$32,350	20%	\$6,470	\$25,880	2	\$4,313

**Services After Termination.** Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

<sup>1</sup> based on the size category of the county listed in *Service Price: I. County Standard Pricing Guide of the Vendor Certification*

<sup>2</sup> based on the size category of the county and the related price listed in *Service Price: I. County Standard Pricing Guide of the Vendor Certification*

<sup>3</sup> based on the number of counties participating as defined in *Service Price: IV. Discounts for Annual Service of the Vendor Certification*

April 19, 2005

Tracy Patrick  
Tom Green County  
124 W. Beauregard  
San Angelo, TX 76903



10401 Linn Station Road  
Louisville, KY 40223-3842  
502-561-8463 800-816-0491  
www.appriss.com

Dear Tracy Patrick:

This letter is to walk you through the renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period ended as of June 30, 2005. We are continuing your service while you process the necessary items for renewal.

Soon your County Judge should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2005. In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-01 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date. This document is for your information.
- **Service Agreement Renewal.** This agreement is between Appriss and *Tom Green County*. The cost of the renewal should agree with Exhibit R-01. Please sign this document and return one copy to Appriss and retain one copy for your records.

If you have any questions or need additional information, please contact Tanya Parke, Customer Account Representative at 800/816-0491 ext. 3892.

Sincerely,  
Appriss Inc.

Colleen G. Heslin  
Sales Administrator

Enc.